

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #:

Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:

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



VILLAGE HALL

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

February 18, 2016

Mr. Jeffrey Pezza
Walsh Construction Company II, LLC
929 West Adams Street
Chicago, Illinois 60607

RE: NOTICE TO PROCEED – Main Street Triangle Parking Structure Design-Build

Dear Mr. Pezza:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents and bonds in order for work to commence on the above stated project as of February 16, 2016. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

The contact for this project is Mike Kowski at 708-403-6128 or mkowski@orlandpark.org.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. 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 February 16, 2016 in an amount of Fourteen Million Five Hundred Sixty Thousand and No/100 (\$14,560,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Mike Kowski
Leonard Green, Walsh
Caryn Maxfield, Walsh
Jeffery Rodgers, Walsh

AIA[®] Document A141[™] – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 16th day of February in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

and the Design-Builder:
(Name, legal status, address and other information)

Walsh Construction Company II, LLC
929 West Adams Street
Chicago, Illinois 60607

for the following Project:
(Name, location and detailed description)

Main Street Triangle Parking Deck Design-Build
Northwest Corner of 143rd Street and LaGrange Road
Orland Park, Illinois 60462

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS

(Paragraph Deleted)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Paragraph Deleted)

Construct a new 520+ space, multi-level public parking deck and other improvements on roughly 2.0-acres of vacant municipal-owned land as detailed in the Request for Proposals #15-022. In addition to designing and constructing a parking deck, the Design-Builder will perform other ancillary activities including general site preparation,

demolition, and utility work, as well as deliver a cold, dark shell space for a +/- 12,000 sf restaurant to be integrated into the north side of the parking deck.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Paragraph Deleted)

See Request for Proposals #15-022 issued August 26, 2015, including all addenda and exhibits.

§ 1.1.3 The Project's physical characteristics:

(Paragraph Deleted)

The project site is located in Owner's community's downtown – commonly known as the Main Street Triangle – which is an active TIF District covering approximately 30-acres of property at the northwest corner of 143rd Street and LaGrange Road. The project site totals approximately 84,000 sf (300' by 280').

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Paragraph Deleted)

Fourteen Million Five Hundred Sixty Thousand and No/100 (\$14,560,000.00) Dollars

§ 1.1.7 The Owner's design and construction milestone dates:

- .1 Design phase milestone dates:
- .2 Submission of Design-Builder Proposal:
- .3 Phased completion dates:

.4 Substantial Completion date:

November 15, 2016

.5 Other milestone dates:

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

Carl Walker, Inc.
1920 South Highland Ave., Suite 210
Lombard, IL 60148

.2 Consultants

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Paragraph Deleted)

The Design-Builder must coordinate with neighboring University of Chicago Medical Center project.

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Ms. Karie Friling
Director of Development Services
Village of Orland Park
14700 S. Ravinia Avenue

Init.

Orland Park, IL 60462
708-403-6245
kfriling@orlandpark.org

Mr. Michael Kowski
Assistant Director Development Services
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462
708-403-6128
mkowski@orlandpark.org

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

Additions and Deletions Report for AIA® Document A141™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:00:26 on 01/12/2016.

PAGE 1

AGREEMENT made as of the ~~day of in the year~~ day of in the year 2016

...

The Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

...

Walsh Construction Company II, LLC
929 West Adams Street
Chicago, Illinois 60607

...

Main Street Triangle Parking Deck Design-Build
Northwest Corner of 143rd Street and LaGrange Road
Orland Park, Illinois 60462

PAGE 2

TABLE OF ARTICLES

...

~~C~~ SUSTAINABLE PROJECTS

...

~~(Set forth the program, identify documentation~~

PAGE 3

~~in which the program is set forth, or state the manner in which the program will be developed.)~~ Construct a new 520+ space, multi-level public parking deck and other improvements on roughly 2.0-acres of vacant municipal-owned land as detailed in the Request for Proposals #15-022. In addition to designing and constructing a parking deck, the Design-Builder will perform other ancillary activities including general site preparation, demolition, and utility

work, as well as deliver a cold, dark shell space for a +/- 12,000 sf restaurant to be integrated into the north side of the parking deck.

...

~~(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements,~~

...

~~including any performance specifications for the Project.)~~See Request for Proposals #15-022 issued August 26, 2015, including all addenda and exhibits.

...

~~(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such~~

...

~~as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)~~The project site is located in Owner's community's downtown – commonly known as the Main Street Triangle – which is an active TIF District covering approximately 30-acres of property at the northwest corner of 143rd Street and LaGrange Road. The project site totals approximately 84,000 sf (300' by 280').

...

~~(Provide total for Owner's budget,~~

...

~~and if known, a line item breakdown of costs.)~~Fourteen Million Five Hundred Sixty Thousand and No/100 (\$14,560,000.00) Dollars

PAGE 4

November 15, 2016

...

Carl Walker, Inc.

...

1920 South Highland Ave., Suite 210

...

Lombard, IL 60148

...

~~(Identify special characteristics or needs~~

...

~~of the Project not identified elsewhere, such as historic preservation requirements.)~~The Design-Builder must coordinate with neighboring University of Chicago Medical Center project.

...

Ms. Karie Friling
Director of Development Services
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462
708-403-6245
kfriling@orlandpark.org

Mr. Michael Kowski
Assistant Director Development Services
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462
708-403-6128

PAGE 5

mkowski@orlandpark.org

PAGE Error! Bookmark not defined.

(List name, address and other information.)

AIA® Document A141™ – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 16th day of February in the year 2016 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Main Street Triangle Parking Deck Design-Build
Northwest Corner of 143rd Street and LaGrange Road
Orland Park, Illinois 60462

THE OWNER:

(Name, legal status and address)

The Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

THE DESIGN-BUILDER:

(Name, legal status and address)

Walsh Construction Company II, LLC
929 West Adams Street
Chicago, Illinois 60607

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

☐ Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

[] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work

§ A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Fourteen Million Five Hundred Sixty Thousand and No/100 Dollars (\$ 14,560,000.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Paragraph Deleted)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

Init.

(Provide information below or reference an attachment.)

Contractor's Fee shall be a lump sum amount of \$706,667. Contractor's Fee on Owner Change Orders shall be 5%, which shall apply to both additive and deductive Owner Change Orders (however, this provision does not apply to Alternates). General Conditions, Requirements shall be a lump sum amount of \$1,070,276.00.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

Additive/Deductive Alternates to be determined by Owner no later than January 8, 2016:

1. Reduce floor-to-floor height for upper floors to 10'-4": (\$161,280)
 2. Eliminate vehicular count system and two (2) VMS: (\$25,529)
 3. Replace LED lights with Fluorescent lights: (\$32,000)
 4. Add 1 CCTV camera at the location identified by the Village: \$3,658
 5. Remove 1 CCTV camera: (\$2,000)
 6. Develop and implement a bird deterrent plan which considers and mitigates against all perches and roosts (including pipes, conduits, light fixtures, etc.): \$25,025
 7. Modify Northwest Stair Tower: (\$235,000)
- Modify Fire Protection System:
8. (\$220,000)

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3

(Paragraph Deleted)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts,

Init.

receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum -

(Paragraphs Deleted)

(Paragraphs Deleted)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee -

(Paragraphs Deleted)

(Paragraphs Deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of ten percent (10 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later to be determined, but in no case later than 60 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than **November 15, 2016**

(Paragraph Deleted)

(Paragraphs Deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any: **NOT APPLICABLE per email dated 11/16/15 from Orland Park.**
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

.2 Contingencies

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Clarifications - Exhibit R-2

Init.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

.1 Superintendent

Derek Walsh 312-907-0858
djwalsh@walshgroup.com

.2 Project Manager

Jeff Rodgers 312-563-5400
jrodgers@walshgroup.com

.3 Others

Leonard Green – Project Manager 312-296-1585
lgreen@walshgroup.com

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

Torrey L. Thompson – Managing Principal
tthompson@carlwalker.com
Carl Walker, Inc.
1920 S. Highland Ave., Suite 210
Lombard, IL 60148
630-307-3800-office

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

Init.

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service

from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

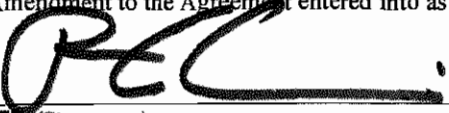
The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's

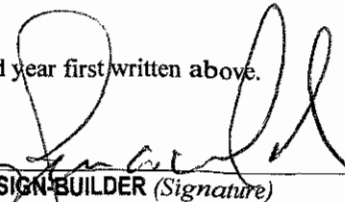
proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.


OWNER (Signature)
Paul G. Grimes
Village Manager
(Printed name and title)


DESIGN-BUILDER (Signature)
Sean C. Walsh, President
(Printed name and title)

Additions and Deletions Report for **AIA® Document A141™ – 2014 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:02:47 on 01/12/2016.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the ____ day of _____ in the year 2016 (the “Agreement”)

...

Main Street Triangle Parking Deck Design-Build
Northwest Corner of 143rd Street and LaGrange Road
Orland Park, Illinois 60462

...

The Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

...

Walsh Construction Company II, LLC
929 West Adams Street
Chicago, Illinois 60607

PAGE 2

[X] Cost of the Work plus the Design-Builder’s Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

...

§ A.1.2 Stipulated Sum

...

§ A.1.3 Cost of the Work Plus Design-Builder’s Fee

...

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

...

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Fourteen Million Five Hundred Sixty Thousand and No/100 Dollars (\$ 14,560,000.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

...

(Insert specific provisions if the Design Builder is to participate in any savings.)

PAGE 3

Contractor's Fee shall be a lump sum amount of \$706,667. Contractor's Fee on Owner Change Orders shall be 5%, which shall apply to both additive and deductive Owner Change Orders (however, this provision does not apply to Alternates). General Conditions, Requirements shall be a lump sum amount of \$1,070,276.00.

...

Additive/Deductive Alternates to be determined by Owner no later than January 8, 2016:

1. Reduce floor-to-floor height for upper floors to 10'-4: (\$161,280)
2. Eliminate vehicular count system and two (2) VMS: (\$25,529)
3. Replace LED lights with Fluorescent lights: (\$32,000)
4. Add 1 CCTV camera at the location identified by the Village: \$3,658
5. Remove 1 CCTV camera: (\$2,000)
6. Develop and implement a bird deterrent plan which considers and mitigates against all perches and roosts (including pipes, conduits, light fixtures, etc.): \$25,025
7. Modify Northwest Stair Tower: (\$235,000)

...

Modify Fire Protection System:

8. (\$220,000)

...

~~§ A.1.5.1.3 Provided that an Application for Payment is received not later than the day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the day of the month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than () days after the Owner receives the Application for Payment.~~

...

~~(Federal, state or local laws may require payment within a certain period of time.)~~

PAGE 4

§ A.1.5.2 Progress Payments—Stipulated Sum -

...

~~§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.~~

...

~~§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

...

- ~~1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;~~

...

- ~~2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);~~

...

- ~~3 Subtract the aggregate of previous payments made by the Owner; and~~

...

- ~~4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.~~

...

~~§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:~~

...

- ~~1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and~~

...

~~(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)~~

...

- ~~2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.~~

...

~~§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:~~

...

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

...

...

...

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee -

...

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design Builder through the end of the period covered by the Application for Payment and for which Design Builder has made or intends to make actual payment prior to the next Application for Payment.

...

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

...

1—Take the Cost of the Work as described in Article A.5 of this Amendment;

...

2—Add the Design Builder's Fee, less retainage of percent (%). The Design Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;

...

3—Subtract retainage of percent (%) from that portion of the Work that the Design Builder self performs;

...

4—Subtract the aggregate of previous payments made by the Owner;

...

5—Subtract the shortfall, if any, indicated by the Design Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

...

6—Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

...

~~§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.~~

PAGE 5

- .3 Add the Design-Builder's Fee, less retainage of ten percent (10 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

...

- .4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Design-Builder self-performs;

...

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than ~~30 later to be determined~~, but in no case later than 60 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

...

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than November 15, 2016 (→) days from the date of this Amendment, or as follows: _

...

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

...

Portion of Work

Substantial Completion Date

PAGE 6

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

...

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

...

§ A.3.1.4 The Sustainability Plan, if any: NOT APPLICABLE per email dated 11/16/15 from Orland Park.

...

§ A.3.1.6 Design-Builder's assumptions and clarifications:

...

See Clarifications - Exhibit R-2

PAGE 7

Derek Walsh 312-907-0858

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djwalsh@walshgroup.com

...

Jeff Rodgers 312-563-5400

...

jrodgers@walshgroup.com

...

Leonard Green – Project Manager 312-296-1585

...

lgreen@walshgroup.com

...

Torrey L. Thompson – Managing Principal

tthompson@carlwalker.com

Carl Walker, Inc.

1920 S. Highland Ave., Suite 210

Lombard, IL 60148

630-307-3800-office

**RIDER TO STANDARD FORM OF AGREEMENT BETWEEN OWNER
(THE VILLAGE OF ORLAND PARK) AND DESIGN-BUILDER
(WALSH CONSTRUCTION COMPANY II, LLC)**

This Rider modifies the terms of the Standard Form of Agreement Between the Village of Orland Park (the "Owner") and Walsh Construction Company II, LLC (the "Design-Builder"), AIA Document A141-2014 including A141-2014 Exhibit A (Design-Build Amendment) (the "Agreement") pertaining to the design and construction of the Main Street Triangle Parking Deck Structure on the north side of 143rd Street approximately 300 feet west of LaGrange Road (U.S. Route 45) in Orland Park, Illinois (the "Project"), and, in the event of conflict between the Agreement and this Rider, this Rider shall control. The paragraphs in this Rider revise and modify paragraphs that have the same numbers in the Agreement and Exhibits. This Rider shall become a part of and have the same force and effect as the unmodified paragraphs of the Agreement and where modifications, deletions or additions to the Agreement are contained herein, they shall control and prevail.

ARTICLE 1: GENERAL PROVISIONS

1.1.4 Delete this entire Section.

1.1.5 Insert in this Section: "Owner shall pay the Design-Builder an incentive of ONE THOUSAND DOLLARS (\$1,000.00) per day, up to a maximum of THIRTY THOUSAND DOLLARS (\$30,000.00) for satisfactorily completing the Project on or before November 15, 2016. This incentive payment will only be paid if the Project is satisfactorily completed in all aspects (as determined by the Owner), under Budget by a sum no less than the incentive payout amount, and Design-Builder's (and its subcontractors) personnel, equipment and all other related elements are removed from the Project site, and the Project is ready for Owner's use."

1.4.1 In the second line, after the words "Design-Builder," insert the following "including the Rider to the Standard Form of Agreement and to Exhibit A as attached thereto and made a part thereof,". In the fifth line, at the end of the second sentence, add the following new sentence: "The Design-Build Documents also include Owner's Request for Proposals #15-022 (including all Attachments), required Certificates of Insurance, the Performance and Payment Bonds, and all required Certifications including the Certification of Eligibility to Enter into Public Contracts."

1.5 Add Section 1.5 as follows:

"1.5 OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

1.5 Owner shall have an unlimited and unrestricted license to all drawings, plans, specifications and other documents prepared by or through Design Builder in connection with the Project, including but not limited to the right to reproduce and copy for Owner's use. Design Builder agrees, when requested by Owner, to execute promptly any documents which properly and accurately evidence and acknowledge

in Owner the license rights to all drawings, plans, specifications and other documents. Owner's license rights to all drawings, specifications, models and other materials prepared or furnished by Design Builder, Design Builder's Design Professionals shall be effective and remain effective from the time of the document's preparation or in the event of the suspension or termination of any Project or the termination of the Contract Documents. Reproducible copies of all drawings and specifications and all other such materials shall, to the extent not previously delivered, be delivered promptly to Owner upon demand and thereafter in the event of a termination of the Contract by either party may be used by Owner in whole or in part or in modified form for such purposes as Owner may deem advisable in connection with the Project or similar building if the Project does not proceed pursuant to this Agreement, without further employment of or payment of additional compensation to Design Builder. Owner agrees to indemnify and defend Design Builder and Design Builder's Design Professionals against any claim arising from the transfer of Documents and use by any Design Professional other than Design Builder's Design Professional and Design Builder, and Design Builder agrees to indemnify and defend Owner against any claim arising from the retention of documents by Design Builder or Design Builder's Design Professional and use by them by another Owner or entity other than Owner under this Contract."

1.6 Add Section 1.6 as follows:

"1.6 ACKNOWLEDGEMENT OF CONDITIONS

Execution of this Agreement by the Design-Builder is a representation by the Design-Builder that the Contract Documents are full and complete, are sufficient to enable the Design-Builder to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Design-Builder's obligations to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Completion established in the Agreement. The Design-Builder further acknowledges and declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Design-Builder specifically represents and warrants to Owner that prior to the submission of its proposal, it has: (a) thoroughly examined the location of the Work to be performed, is familiar with local conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the Work at such location; (2) examined the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and timeframe required by the Contract Documents.

Notwithstanding the above acknowledgement and representation by the Design-Builder, if the Design-Builder claims that it has encountered a concealed or unknown condition anywhere within the boundaries of the Project, the Village and Design-Builder will meet and engage in a good faith, collaborative process to give the Design-Builder an opportunity to demonstrate to the Village that the condition is an unknown condition of an unusual nature, that differs materially from those ordinarily found to exist or that differ materially from those indicated in the Contract Documents. The Village will promptly investigate such condition and, if the Village determines that the condition differs materially and causes an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the work, will agree to an equitable adjustment in the Contract Sum or Contract Time, or both. If the Village determines in its sole commercially reasonable discretion that the condition is not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Village shall promptly notify the Design-Builder in writing, stating the reasons, and the Design-Builder shall be entitled to submit a claim pursuant to Article 14 of the Agreement.

1.7 Add Section 1.7 as follows:

“1.7 BURIAL/ARCHEOLOGICAL CONDITIONS

If, in the course of the Work, the Design-Builder encounters human remains or recognizes the existence of burial markers or archaeological sites not indicated in the Contract Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.”

ARTICLE 2: COMPENSATION AND PROGRESS PAYMENTS

Add the following at the end of the first sentence in Section 2.1.1 and Section 2.1.4.1: “. . . subject to Section 9.11.”

Add the following new Section:

“2.1.5 There shall be no “Reimbursable Expenses” paid by Owner to Design-Builder without prior written approval of Owner.”

ARTICLE 3: GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

3.1.3.1 Add the following at the end of this Section:

“Design-Builder (and its contractors and subcontractors) shall fully comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1, et seq.), and it is hereby stipulated by the parties that the prevailing rate of wages are revised by the Department of Labor and are on the Department’s official website. In no case shall any revision in the rates of prevailing wages result in an increase in the total compensation.”

3.1.9.2 Delete the word “general” in this Section.

Add the following at the end of Section 3.1.12:

“The warranty will extend for a period of thirty (30) months from the date of substantial completion and any deficiencies/defects shall be remedied and corrected by the Design-Builder under this warranty upon notification by the Owner. This warranty is in addition to and not limited by materials and work warranties supplied by Design-Builder’s contractors, sub-contractors, suppliers, materialmen and manufacturers. This warranty of Design-Builder does not preclude the Owner’s right to bring an action for breach of this Contract.”

ARTICLE 5: WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

Add the following Section:

“5.3.4 Contractor shall include in all subcontracts a provision requiring subcontractors to continue the prosecution of their work notwithstanding the existence of any labor disputes or strikes.”

ARTICLE 6: CHANGES IN THE WORK

6.1.1 Add the following to the end of this Section:

“Design-Builder should be aware that where a change order or a series of change orders authorize or necessitate an increase or decrease in either the cost of the project totaling \$10,000 or more or the time of completion of the project by 30 days or more, a written determination must be prepared and signed by the Owner or its designee stating that the circumstances necessitating the change in performance were not reasonably foreseeable at the time the Contract was signed; or the change is germane to the original Contract as signed; or the change order is in the best interest of the Owner.”

ARTICLE 8: TIME

Add the following Section:

“8.2.4 Notwithstanding any other provision in the Design-Build Documents to the contrary, Design-Builder shall coordinate the Work with all other contractors or subcontractors who are working under other contracts and whose work impacts the scheduling of the Work of

this Contract. In the event another contractor under contract with the Owner causes delay or damages to Design-Builder, not due to Design-Builder's failure to coordinate the Work, or Owner delays Design-Builder for any reason, Design-Builder shall be entitled to an adjustment to the Contract Sum and/or extension of the Contract Time, as applicable. In the event another contractor NOT under contract with the Owner causes delay or damages to Design-Builder, Design-Builder shall only be entitled to an extension of the Contract Time to the extent of the resulting delay."

ARTICLE 9: PAYMENT APPLICATIONS AND PROJECT COMPLETION

Add the following at the end of Section 9.3.1:

"Notwithstanding any other provision to the contrary in the Design-Build Documents to the contrary, the Owner requires for each Application for Payment, a properly completed Affidavit by Design-Builder setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, or party included in that payment. For every party listed, the Design-Builder shall also provide a full or partial waiver of lien through the prior Application for Payment, as appropriate, before a payment will be made to the Design-Builder. The Design-Builder's partial or final waiver of lien must be included. Payment certificates shall not be issued without such mechanics' lien waivers and sworn statements unless they are conditioned upon receipt of such waivers and statements including trailing waivers from sub-contractors."

Add the following Section:

"9.11 Owner, upon receipt of any Application for Payment, shall make payment pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 501/1, et seq.)."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

Add the following to the second to last sentence in Section 10.2.5:

". . . but only to the extent that damage or injury was caused in whole or in part by the negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable."

ARTICLE 13: TERMINATION OR SUSPENSION

Add the following at the end of Section 13.2.4.3:

"Notwithstanding anything to the contrary in the Design-Build Documents, in the event of termination of this Agreement by Owner prior to completion of the Project for convenience, and Design/Builder receives payment for completed Work, the Design/Builder shall, after the termination, grant a limited license for review and use without additional compensation, by any entity subsequently retained by the Owner, of any drawings, plans and specifications which the Design/Builder has caused to be prepared in connection with this Project. If such

drawings, plans and specifications have not been approved by the Design/Builder or its subcontractors for construction, Owner shall indemnify and defend the Design/Builder and the Architect with respect to any claim against the Design/Builder to the extent such claim arises out of Owner's use of the drawings and specifications after termination of the Design/Builder's services."

ARTICLE 14: CLAIMS AND DISPUTE RESOLUTION

14.2.6 Delete the words "... subject to the terms of Section 14.2.6.1."

14.2.6.1 Delete this Section in its entirety.

14.3.2 Delete the last sentence in this Section.

14.4 Delete Sections 14.4.1 through and including 14.4.4.3 in their entirety.

ARTICLE 15: MISCELLANEOUS PROVISIONS

Add the following Sections to Miscellaneous Provisions:

"15.9 Design-Builder shall execute Certifications reasonably required by Owner including a Certification of Eligibility to Enter into Public Contracts and the Affidavit of Compliance set forth as an Attachment to Owner's Request for Proposals #15-022."

"15.10 Design-Builder shall abide by all applicable local, state and federal ordinances, statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and the Prevailing Wage Act."

ARTICLE 16: SCOPE OF THE AGREEMENT

16.1 Delete this Section in its entirety and substitute the following:

"16.1 This Agreement is comprised of the following documents listed below:

- .1** AIA Document A14I-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2** AIA Document A141-2014, Exhibit A, Design-Build Amendment, if executed
- .3** AIA Document A141-2014, Exhibit B, Insurance and Bonds
- .4** Owner's Request For Proposals #15-022 (including all Attachments)
- .5** Design-Builder's Proposed Summary Sheet (including all Attachments)
- .6** Owner's Insurance Requirements, including Performance and Payment Bonds and Certificates of Insurance
- .7** Certification of Eligibility to Enter into Public Contracts
- .8** This Rider to Standard Form of Agreement Between Owner and Design-Builder
- .9** GMP Cost Summary attached hereto as Exhibit R-1.
- .10** Clarifications, attached hereto as Exhibit R-2."

EXHIBIT A – DESIGN-BUILD AMENDMENT

ARTICLE A.1: CONTRACT SUM

Add the following Section:

“A.1.4.3.6 Contractor’s Contingency. The Design-Builder’s GMP includes a Design Builder’s Contingency in the lump sum amount of \$432,000 for the Design-Builder’s exclusive use and which shall not be used for work which is otherwise the basis for a Change Order. Design-Builder shall furnish the Owner with a monthly contingency log showing all reimbursements from the Design-Builder’s Contingency. Costs and expenses reimbursable from the Design-Builder’s Contingency shall not exceed the amount of the Design-Builder’s Contingency, provided that the amount of the Design-Builder’s Contingency shall be increased automatically by the net savings, if any, realized through subcontract and/or purchase order buyout or due to other underruns against the various amounts that compose the overall GMP. Any amount remaining in the Design-Builder’s Contingency at Final Payment shall be divided equally between Owner and Design-Builder.”

Add the following sentence to Section A.1.5.5.1:

“Retainage shall be paid to the Design-Builder at Substantial Completion less ONE HUNDRED FIFTY PERCENT (150%) of Owner’s estimated cost to correct non-conforming Work (punch list items) and/or incomplete work, which amount shall thereafter be paid to Design-Builder upon Design-Builder’s correction/completion of such non-conforming or incomplete Work.”

Add the following sentence to Section A.1.5.1.1:

“Owner, upon receipt of any Application for Payment, shall make payment pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)”

ARTICLE A.5: COST OF THE WORK

Sections A.5.1 through and including A.5.1.7.2 are deleted in their entirety.

FOR THE OWNER:

VILLAGE OF ORLAND PARK

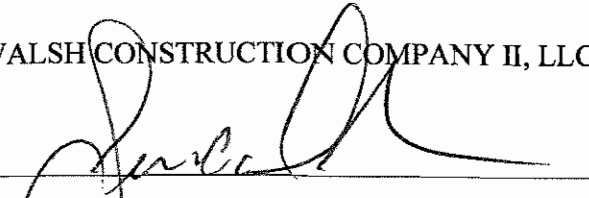


Paul G. Grimes
Village Manager

Date: 2/16/16

FOR THE DESIGN-BUILDER:

WALSH CONSTRUCTION COMPANY II, LLC


Sean C. Walsh
Print Name

Its President

Date: 1/25/16

EXHIBIT B INSURANCE and BONDS

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

BUILDER'S RISK

Up to contract value \$14,560,000

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

PROFESSIONAL LIABILITY

\$2,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$15,000,000 – Each Occurrence \$15,000,000 – Aggregate

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

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability and workers compensation, shall be endorse, via blanket endorsement or otherwise, 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, including products and completed operations for Liability. If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Property and Equipment Contractor shall purchase and maintain at its own expense, Builder's Risk/Installation Floater Insurance in an amount equal to the full replacement cost of the structure. General Contractor assumes all liability and risks, and agrees to waive all claims against Owner, for damage to or loss of equipment, machinery, tools, supplies and other tangible personal property owned or supplied by Contractor and utilized or intended to be utilized during the course of Contractor's Work. Any insurance carried by Contractor covering such damage or loss shall be endorsed with a waiver of subrogation in favor of the Village of Orland Park and shall name The Village as Additional Insured.

EXHIBIT R-2
Main St Triangle Parking Structure
Orland Park, IL
Clarifications
September 29, 2015

The following are Clarifications to Walsh Construction Company's proposal, dated September 29, 2015 which is based solely on drawings and the RFP prepared by Kimley-Horn and Associates dated August 24, 2015, and Addendum's 1-4.

Division 1 – General

1. Management Fees, Allowances, and Contingencies will separately identified upon award of contract.
2. The proposal does not include costs for testing (soils, concrete, masonry, steel and precast connections, etc.). It is assumed that the Village will be hiring a testing agency for this purpose.
3. The proposal does not include costs associated with utility excess facility charges. It is assumed that the Village will be negotiating and paying for providing utilities (water, gas, electric) other than that shown on the RFP documents and will be providing water and electric usage at no additional cost to Walsh.
4. If awarded the project, Walsh will be joining the Builder's Association. The membership application has been submitted and awaits payment.

Division 2 – Site work

1. The foundation design is based on utilizing spread footings with rammed aggregate piers sized to 7,000psf rated soils. This design is consistent with the foundation design of the Center for Advanced Care of Orland Park. The proposal includes taking additional borings to further investigate the site. Upon completion of the additional boring findings, the design will be re-evaluated and redesigned if necessary. The proposal does not include costs associated with additional work resulting from this potential redesign.
2. The proposal includes new site utilities and adjustments as indicated on civil drawings prepared by SPACECO, INC. dated 07/10/15. There are some discrepancies between SPACECO plans and Grading and Utility Exhibit by Kimley Horn dated 08/03/15. Where such discrepancies exist, SPACECO drawings are used.
3. The proposal includes an allowance of \$37,000 for landscaping. This includes 12 trees with tree grates and 25 shrubs as part of the streetscape on the north and east sides of the parking structure.

Division 4 – Masonry

1. The proposal includes brick on metal studs for the façade of the restaurant.

Division 5 - Metals

1. The proposal assumes 12 lbs/sf for the steel structure of the restaurant.

Division 7 – Thermal and Moisture

1. This proposal assumes a PVC roof above the restaurant.
2. This proposal includes a 2" expansion joint to isolate the stair towers from the garage deck.

Division 8 – Windows and Doors

1. This proposal includes a hollow metal door with a borrowed lite at every elevator lobby or stair entrance above the first floor.
2. This proposal includes storefront entrances at the elevator lobbies and stair entrances at the first floor.
3. This proposal includes a curtain wall system as shown in the Kimley Horn elevations details, not the punched openings as shown on the renderings.

EXHIBIT R-2

Main St Triangle Parking Structure Orland Park, IL *Clarifications* September 29, 2015

Division 9 – Finishes

1. This proposal assumes the stair tower roof to be light gauge trusses with plywood backed tpo roofing with a metal roof finish.
2. The proposal assumes that the elevator lobbies walls and ceilings will be painted and the floors will be finished with a concrete sealer.

Division 10 - Specialties

1. The proposal allows for nine (9) vertical fabric awnings as shown in the Kimley Horn conceptual rendering and exterior elevations.

Division 11 – Equipment

1. The proposal includes an allowance of \$9,000 for an Electric Vehicle Charging Station. This includes one station with two (2) ports for two electric vehicles to charge at a time.

Division 14 – Conveying Systems

1. The proposal allows for five (5) stops on the East elevator and four (4) stops on the North elevator. The North elevator does not include a stop on the second floor.

Division 16 – Electrical

1. The proposal does not include any cooling in the MEP Room.
2. The proposal assumes the incoming electrical service is within 5' of the building footprint.
3. The proposal includes an 800 amp feeders and CT cabinet for the restaurant.

List of Subcontractors that provided Bids

1. Earthwork and Selective Demolition – Zenere, Grand Slam Enterprises, Bisping Construction.
2. Rammed Aggregate Piers – Helitech, Geopier US
3. Concrete Paving – Walsh Construction Company II, LLC.
4. Site Utilities - Ray Edwards Contractors, Airy's Inc.
5. Landscaping - Reid Landscape, Beary Landscaping.
6. Structural Concrete – Walsh Construction Company II, LLC.
7. Precast Concrete – Coreslab Structures, Illini Precast, Stresscon Industries Inc., ATMI Precast, Dukane Precast.
8. Masonry – Walsh Construction Company II, LLC..
9. Structural Steel and Miscellaneous Metals - Chicago Ornamental Iron, Binzel Industries, K&K Ironworks, .
10. Carpentry - Walsh Construction Company II, LLC.
11. Waterproofing and Traffic Coatings - Sager Sealant Corporation, BOFO Waterproofing, .
12. Aluminum Entrances, Glass and Glazing - Alumital Corp., Accurate Glass Inc., Architectural Glass Works, Lakeshore Glass & Mirror Company.
13. Painting - Uptown Decorating Corp., Oosterbaan & Sons, Vision Painting and Decorating, Durango Painting Inc.
14. Signage - Takeform, Inc., Pryor Architectural Signage, South Water Signs, ASI Sign Systems, Inc.
15. Fire Extinguishers / Cabinets - Koorsen Fire & Security.
16. Bird Control Devices - Bird Control, Inc.
17. Vehicular Count Equipment - T2 Systems, Q-Free TCS, Light & Breuning, Inc.
18. Electric Vehicle Charging Station – Steiner, Aerovironment.
19. Electric Transaction Elevators – Kone, ThyssenKrupp, Smart Elevators, Otis Elevator, Schindler Elevator.

EXHIBIT R-2

Main St Triangle Parking Structure

Orland Park, IL

Clarifications

September 29, 2015

20. Plumbing – Norman mechanical, Corporate Plumbing, Titan Mechanical, Caldwell Plumbing, Mecon, Ewing Doherty, FE Moran,
21. Fire Protection – FE Moran, Nova Fire Protection, Schamburg, Simplex Grinnell.
22. HVAC – Roberts Mechanical, State Mechanical, YML.
23. Electrical – Hickey Electric, Connelly, Electric, Sharlen Electric, Gibson Electric.

EXHIBIT R-1
Walsh Construction Company II, LLC
Orland Park Triangle Parking Garage
GMP Cost Summary

BID ITEM	Description	Total Amount	Notes
024113	Selective Site Demolition	-	w/312000
032100	Conventional Reinforcing	-	w/033100
033100	Structural Concrete	1,878,594	Walsh
034113	Precast Structural Concrete	4,572,955	Subcontractor Bid
034500	Precast Architectural Concrete	-	w/034113
042113	Brick Veneer Masonry	-	w/042200
042200	Standard CMU	135,320	Subcontractor Bid
051200	Structural Steel Framing	674,366	Subcontractor Bid
054100	Structural Metal Stud Framing	84,500	Allowance
055000	Metal Fabrications	-	w/051200
055113	Metal Pan Stairs	-	w/051200
055213	Pipe and Tube Railings	-	w/051200
061000	Rough Carpentry	98,633	Walsh
071113	Bituminous Damproofing	-	w/071400
071400	Fluid-Applied Waterproofing	55,724	Subcontractor Bid
071816	Vehicular Traffic Coatings	-	w/071400
071900	Water Repellents	-	w/099113
074113	Metal Roofing	-	W/075213
074213	Metal Wall Panels	-	N/A
075400	TPO Roofing	155,456	Subcontractor Bid
076000	Flashing and Sheet Metal	-	w/075400
078400	Firestopping	-	w/079200
079200	Joint Sealants	180,000	Subcontractor Bid
079513	Expansion Joint Cover Assemblies	52,200	Subcontractor Bid
081113	Hollow Metal Doors and Frames	26,000	Subcontractor Bid
084113	Aluminum Entrances and Storefronts	162,600	Subcontractor Bid
087000	Hardware	-	w/081113
099113	Exterior Painting	151,374	Subcontractor Bid
099123	Interior Painting	-	w/099113
101423	Signage	58,700	Allowance
104413	Fire Extinguisher Cabinets	2,453	Subcontractor Bid
104416	Fire Extinguishers	-	w/104413
111200	Parking Control Equipment	23,229	Subcontractor Bid
111240	Electric Vehicle Charging Stations	9,089	Subcontractor Bid
142100	Electric Traction Elevators	251,500	Subcontractor Bid
211000	Fire-Suppression Systems - Design/Build	321,750	Subcontractor Bid
221000	Plumbing - Design/Build	199,900	Subcontractor Bid
231000	HVAC - Design/Build	34,415	Subcontractor Bid
261000	Electrical - Design/Build	1,261,422	Subcontractor Bid
261001	Vehicle Charging Station	9,000	Subcontractor Bid
311100	Clearing and Grubbing	-	w/312000
312000	Earth Moving	350,000	Subcontractor Bid
312500	Erosion and Sedimentation Controls	-	w/312000
316400	Rammed Aggregate Piers - Design/Build	387,390	Subcontractor Bid
321216	Asphalt Paving	-	Not in Scope
321313	Concrete Paving	100,000	Subcontractor Bid
321613	Curbs and Gutters	-	w/321313
321723	Pavement Markings	-	w/099113
329000	Landscaping	37,000	Subcontractor Bid

EXHIBIT R-1
Walsh Construction Company II, LLC
Orland Park Triangle Parking Garage
GMP Cost Summary

329200	Turf and Grasses	-	w/329000
329443	Tree Grates	-	w/329000
331100	Water Utilities	499,400	Subcontractor Bid
333000	Sanitary Utilities	-	w/331100
334000	Storm Utilities	-	w/331100
911000	General Conditions, Requirements	1,070,276	Walsh - LUMP SUM
911010	Contract Bond	91,962	Walsh - LUMP SUM
911020	Builders Risk Insurance	13,794	Walsh - LUMP SUM
911030	General Liability Insurance	107,331	Walsh - LUMP SUM
911040	Contingency	432,000	3% Contingency
911070	Permits Costs	-	By Village
911089	Prking Consult, A/E/Civil Design Fees	365,000	Carl Walker - LUMP SUM
911090	Design/Builder Fee	706,667	Walsh - LUMP SUM
	Contract GMP Amount	14,560,000	

PROPOSAL SUMMARY SHEET

MAIN STREET TRIANGLE PARKING STRUCTURE DESIGN-BUILD PROJECT

The parties hereto have executed this proposal as of date shown below.

Organization Name: Walsh Construction Company II, LLC

Street Address: 929 West Adams Street

City, State, Zip: Chicago, Illinois 60607

Contact Name: Jeffrey Pezza

Phone: (312) 563-5929

Fax: (312) 563-5466

E-Mail address: jpezza@walshgroup.com

FEIN#: 27-0887958

Description

Main Street Triangle Parking structure

Site demolition and preparation

Utility installations

TOTAL

GMP

\$ 13,390,210

\$ 731,390.00

\$ 499,400.00

\$ 14,627,000

Alternates

Reduce floor-to-floor height for upper floors to 10'-4"

\$ (161,280.00)

Eliminate vehicular count system and two (2) VMS

\$ (25,529.00)

Replace LED lights with Fluorescent lights

\$ (32,000.00)

Add 1 CCTV camera at the location identified by the Village

\$ 3,652.00

Remove 1 CCTV camera

\$ (2,000.00)

Develop and implement a bird deterrent plan which considers and mitigates against all perches and roosts (including pipes, conduits, light fixtures, etc.)

\$ 25,025.00

Signature of Authorized Signee: 

Title: President

Date: 9/29/2015

Main St Triangle Parking Structure
Orland Park, IL
Alternate Parking Garage Design Solutions
September 29, 2015

Base Bid - Precast parking garage, pretopped — **as proposed.**

Alternate #1 - Precast parking garage with field applied topping
— **ADD \$155,500.00.**

Alternate #2 - Cast in place concrete structure with precast
spandrel panels. — **ADD \$3,393,061.00.**

AFFIDAVIT OF COMPLIANCE

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

The undersigned Sean C. Walsh
(Enter Name of Person Making Affidavit)

as President
(Enter Title of Person Making Affidavit)

and on behalf of Walsh Construction Company II, LLC
(Enter Name of Business Organization)

certifies that Proposer is:

1) A BUSINESS ORGANIZATION: Yes ☒ No ☐

Federal Employer I.D. #: 27-0887958
(or Social Security # if a sole proprietor or individual)

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

- ☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☒ LLC
☐ Corporation Illinois
(State of Incorporation) (Date of Incorporation)

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

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

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

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

4) SEXUAL HARRASSMENT 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, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant

books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

6) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

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

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

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

Proposer 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: See Attached

Brief Description of Program: _____

Apprenticeship and Training Programs

Walsh Construction and its affiliate companies employ 10,000 construction tradesman throughout the country and is the largest employer of union Laborers, Carpenters, Ironworkers, Cement Masons, and Operating Engineers in the Midwest. In the Chicago area, Walsh participates in the following Apprentice and Training Programs:

The Chicago Regional Council of Carpenters Apprentice and Training Program

Apprentice Training Program combines hands-on classroom education by qualified instructors with on-the-job training. We participate in the specialized carpenter training programs that include Carpentry – General, Concrete Forming, and Pile Driving. Most apprenticeships last four years. Apprenticeship wages are based on: 1st Year @ 40%, 2nd Year @ 50%, 3rd Year @ 65%, and 4th Year @ 80% of journeyman wages.

Bridge, Structural & Reinforcing Iron Workers Local Union #1 Apprentice and Training Program

The Ironworkers Apprentice Training Program includes evening classroom education by qualified instructors with on-the-job training. Most apprenticeships last three years. Apprenticeship wages are based on: 1st 6 Months, not less than 60%, 2nd 6 Months, not less than 70%, 3rd 6 Months, not less than 75%, 4th 6 Months, not less than 80%, 5th 6 Months, not less than 85%, and 6th 6 Months, not less than 90% of journeyman wages.

Operating Engineers Local Union #150 Apprentice and Training Program

Operating Engineer Apprentices learn a skilled trade through planned, supervised work on-the-job, while at the same time receiving related technical classroom instruction. Apprentices are required to sign an indenture agreement with their Joint Apprenticeship Committee/Trade Improvement Committee that outlines the requirements and expectations of an apprentice Operating Engineer. Apprenticeship years and wages vary with the type of operating engineer classifications and the number of years in apprenticeship.

Cement Masons Local 502 Apprenticeship and Training Program

Apprentices attend school one day a week for 30 weeks and attend a ten hour OSHA Safety Course and an American Red Cross First Aid/CPR Training class. Apprentices must attend six field classes a year. Each class is four hours. Most apprenticeships last three years. Apprenticeship wages are based on: 1st year 70%, 2nd year 80%, and 3rd year 90% of journeyman's wage.

8) **TAX COMPLIANT:** Yes ☒ No ☐

Proposer 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 Proposer set forth on the Proposer 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

Sean C. Walsh

Name of Authorized Officer

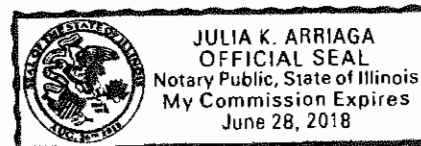
President

Title

9-29-2015
Date

Subscribed and Sworn To
Before Me This 29 Day
of September, 2015.


Notary Public Signature



NOTARY SEAL

REFERENCES

(Please Print or Type. For the Design Team, identify key members of design and construction team including project managers and discipline leaders, use additional sheets, if needed)

PROJECT NAME BMO Harris Parking Garage
LOCATION Naperville, IL
SCOPE design-build, five-level, 886 stall, precast parking garage for BMO Harris Bank in Naperville, Illinois. The garage consists of an architectural sand blast finish with curtainwall in the 2 stair towers and aluminum framed store front into the elevator lobbies.
PROJECT COST \$13M DATE OF PROJECT 2013 TIME TO COMPLETE 2014
DESIGN TEAM Walsh Construction Company II, LLC
CONTACT PERSON Kenneth Williams CONTACT TEL. 630.420.3500

PROJECT NAME Erie Insurance Parking Garage

LOCATION Erie, PA

SCOPE 400,000 SF, 1000 car, six story cast-in-place parking garage

PROJECT COST \$20M DATE OF PROJECT 2012 TIME TO COMPLETE 2013
DESIGN TEAM Walsh Construction Company II, LLC
CONTACT PERSON Michael Glass CONTACT TEL. 814.870.2664

PROJECT NAME Consolidated Car Rental Facility At Midway

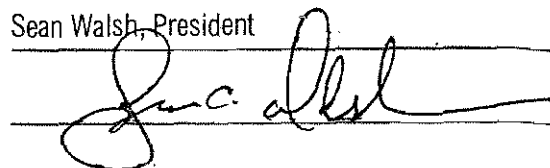
LOCATION Chicago, IL

SCOPE The LEED silver facility is where rental car agencies can store, maintain, and rent automobiles to airport patrons is made up of two major sections; the first is a four-story 1,870-space garage and the second is a 36,000 SF facility.

PROJECT COST \$53M DATE OF PROJECT 2011 TIME TO COMPLETE 2013
DESIGN TEAM Walsh Construction Company II, LLC
CONTACT PERSON Roger Reeves CONTACT TEL. 773.686.6626

Proposer's Name & Title: Sean Walsh, President

Signature and Date:

 9/29/15

REFERENCES

(Please Print or Type. For the Design Team, identify key members of design and construction team including project managers and discipline leaders, use additional sheets, if needed)

PROJECT NAME The Legacy at Millennium Park
LOCATION Chicago, IL
SCOPE Design-build project combines retail, academic, residential, and a parking structure consisting of 454 parking spaces. The 13-story podium houses retail on the first floor, the School of the Art Institute on the second and third floors, parking on floors four through twelve,
PROJECT COST \$235M DATE OF PROJECT 2006 TIME TO COMPLETE 2010
DESIGN TEAM Walsh Construction Company II, LLC
CONTACT PERSON Richard A. Hanson CONTACT TEL. 312.240.1700

PROJECT NAME AMLI Evanston
LOCATION Evanston, IL
SCOPE Six (6) story, 369,649 SF mixed use building with parking totaling 310 spaces on the lower level garage, 1st floor, and mezzanine level.

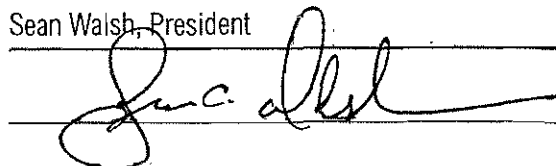
PROJECT COST \$50M DATE OF PROJECT 2011 TIME TO COMPLETE 2013
DESIGN TEAM Walsh Construction Company II, LLC
CONTACT PERSON Stephen Ross CONTACT TEL. 312.283.4700

PROJECT NAME Westin Lombard Hotel and Conference Center
LOCATION Lombard, IL
SCOPE This design-build contract spans a 6.7 acre development in Lombard, Illinois, and includes conference space, a luxury hotel, and parking facilities. The project included the construction of an adjacent 675 car, 4-story pre-cast parking garage.

PROJECT COST \$87M DATE OF PROJECT 2004 TIME TO COMPLETE 2008
DESIGN TEAM Walsh Construction Company II, LLC
CONTACT PERSON Tom McGuigan CONTACT TEL. 630.321.0026

Proposer's Name & Title: Sean Walsh, President

Signature and Date:

 9/29/15

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

BUILDER'S RISK

Up to contract value

PROFESSIONAL LIABILITY

\$2,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$15,000,000 – Each Occurrence \$15,000,000 – Aggregate

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

NOTE: Total Excess Liability coverage required for the project as a whole may be as high as \$15,000,000. However, at no time will coverage limits be less than \$10,000,000. Final coverage limits, as well as Builder's Risk coverage, will be determined prior to execution of contractual documents.

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, 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, including products and completed operations for Liability." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 25th DAY OF September, 2015

Signature

Sean C. Walsh - President

Printed Name & Title

Authorized to execute agreements for:

Walsh Construction Company II, LLC

Name of Company

The question and answer period for this bid is still open. The RFP submission deadline remains Tuesday, September 22, 2015 not later than 11:00 A.M.

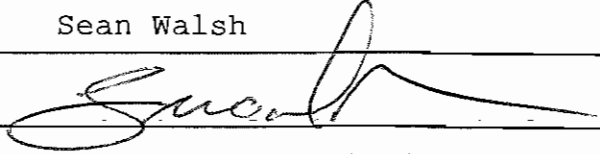
DB Teams are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.

Addendum No. 1, dated Tuesday, September 1, 2015

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

Business Name: Walsh Construction Company II, LLC

Name of Authorized Signee: Sean Walsh

Signature of Authorized Signee: 

Title: President Date: 9/28/2015

The question and answer period for this bid is still open. The RFP submission deadline remains Tuesday, September 22, 2015 not later than 11:00 A.M.

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

Addendum No. 2, dated Tuesday, September 1, 2015

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

Business Name: Walsh Construction Company II, LLC

Name of Authorized Signee: Sean Walsh

Signature of Authorized Signee: 

Title: President Date: 9/28/2015

2. Existing Proposal Submission: Proposals must be submitted not later than 11:00 a.m., local time, on Tuesday, September 22, 2015.

Modification: Proposals must be submitted not later than 11:00 a.m., local time, on Tuesday, September 29, 2015.

3. Existing Project Completion Timeline: The successful Proposer shall substantially complete the Project not later than October 1, 2016.

Modification: The successful Proposer shall substantially complete the Project not later than November 15, 2016.

The question and answer period for this bid is still open.

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

Addendum No. 3, dated Friday, September 4, 2015

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

Business Name: Walsh Construction II, LLC

Name of Authorized Signee: Sean Walsh

Signature of Authorized Signee: 

Title: President Date: 9/28/2015

Village Response: *The scope of the grading work is all grading shown on Sheet 5 and all grading needed to construct the parking deck and restaurant area. No work on the off-site detention basin is required in this scope of work or shown on the plans.*

- c. Could you please identify the limits between Spaceco's Jefferson Avenue and B Street extension design and our design responsibility for the parking garage?

Village Response: *Spaceco's work on Jefferson and B Street is limited to utilities and limited grading as shown on the plans. Further coordination with the Design-Builder is needed as plans for the remaining improvements to Jefferson and B Street are designed by Spaceco.*

The question and answer period for this proposal is now closed.

DB Teams are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission.

Addendum No. 4, dated Monday, September 21, 2015

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

Business Name: Walsh Construction Company II, LLC

Name of Authorized Signee: Sean Walsh

Signature of Authorized Signee: _____

Title: President

Date: 9/28/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/15/2016

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED Walsh Construction Company II, LLC 929 West Adams Chicago IL 60607 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Arch Insurance Company	11150
	INSURER B: Allied World National Assurance Company	10690
	INSURER C: National Union Fire Ins Co of Pittsburgh	19445
	INSURER D: Steadfast Insurance Company	26387
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570061195806**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		41PKG8901909 SIR applies per policy terms & conditions	06/01/2015	06/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY		41PKG8901909 AOS 41CAB8902009 MA ONLY	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	03056149	06/01/2015	06/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	41WCI8910902	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Contractor Prof		E0C534542610 SIR applies per policy terms & conditions	06/01/2015	06/01/2016	Per Claim/Agg \$2,000,000

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

RE: Project: Main Street Triangle OB Parking Garage; Walsh II Job No.: 215142. This voids and replaces previously issued certificate 570061099849 dated 02/01/2016. See attached.

CERTIFICATE HOLDER**CANCELLATION**

The Village of Orland Park Attn: Denise Domalewski, Contract Admin 14700 S. Rivinia Avenue Orland Park, IL 60462 USA	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 <i>Aon Risk Services Central, Inc.</i>

Holder Identifier : ABDL

Certificate No : 570061195806

AGENCY CUSTOMER ID: 10774508

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Walsh Construction Company II, LLC	
POLICY NUMBER See Certificate Number: 570061195806			
CARRIER See Certificate Number: 570061195806	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
C				29157294 2nd Layer \$25M xs \$10M	06/01/2015	06/01/2016	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000
	OTHER							
A	Excess WC			41WCX8901809 SIR XS WC - IL,IN,WA SIR applies per policy terms & conditions	06/01/2015	06/01/2016	EL Each Accident	\$1,000,000
							EL Disease - Policy	\$1,000,000
							EL Disease - Ea Empl	\$1,000,000



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Walsh Construction Company II, LLC	
POLICY NUMBER See Certificate Number: 570061195806			
CARRIER See Certificate Number: 570061195806	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Continuation

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are an Additional Insured pertaining to General Liability and Automobile Liability with respects to liability arising out of the Named Insured's operations on the referenced project. Professional services for Architects, Engineers, Consultants, etc. are excluded.

A Waiver of Subrogation in favor of The Village of Orland Park, and their respective officers, trustees, directors, employees and agents is included on the General Liability and Workers Compensation policies.

This insurance will be Primary and Non-Contributory to the General Liability and Automobile Liability policies with respect to any other available insurance to the Additional Insureds for the negligence of the insured on the referenced project.

Excess Liability follows form to the underlying General Liability, Automobile Liability and Employers Liability policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy.</p> <p>When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.</p>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy.</p> <p>When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.</p>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: 41PKG8901909

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY WRITTEN AGREEMENT WITH OUR NAMED INSURED AS LONG AS THE REQUEST OCCURS PRIOR TO A LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV -- **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 41WCI8910902

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

**ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO
RECOVER IS REQUIRED BY WRITTEN CONTRACT WITH SUCH PERSON
OR ORGANIZATION**



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Walsh Construction Company II, LLC
929 W. Adams Street
Chicago, IL 60607

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety
Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ Two Hundred Fifty Thousand Dollars 00/100 (\$250,000)

PROJECT:

(Name, location or address, and Project number, if any)

Main Street Triangle Parking Structure Design-Build Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and if the Owner and Contractor agree on a mutually acceptable contract, then Contractor shall give Owner such bond or bonds as may be specified in the bid documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from 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.

ADDITIONS AND DELETIONS:

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

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

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

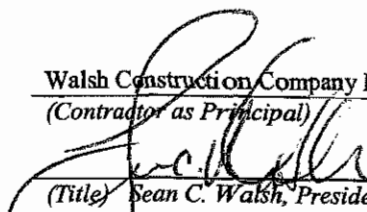
Signed and sealed this 29 day of September , 2015


(Witness) Stephanie Wiater


(Witness) Patricia Collins

Walsh Construction Company II, LLC

(Contractor as Principal) (Seal)


(Title) Sean C. Walsh, President

Travelers Casualty and Surety Company of America

(Surety) (Seal)


(Title) Jodi Wallace, Attorney-in-Fact

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229903

Certificate No. 006506524

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

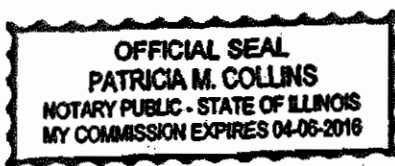
Brian R. Walsh, J. William Ernststrom, and Jodi Wallace

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of

State of Illinois
 County of DuPage

On this 29 day of September, 2015, before me personally appeared Jodi Wallace, known to me to be the Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



Patricia M. Collins
 Patricia M. Collins

On this the 10th day of September, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 106432602

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

Walsh Construction Company II, LLC
929 W. Adams Street
Chicago, IL 60607

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date: January 25, 2016

Amount: (\$ 14,560,000.00) Fourteen Million Five Hundred Sixty Thousand Dollars and 00/100

Description (Name and Location): Main Street Triangle Parking Deck Design-Build

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND

Date (Not earlier than Construction Contract Date): February 11, 2016

Amount: (\$ 14,560,000.00) Fourteen Million Five Hundred Sixty Thousand Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

Walsh Construction Company II, LLC

Signature:

Name and Title: Sean C. Walsh
President

(Any additional signatures appear on page 3)

SURETY

Company:

Travelers Casualty and Surety Company of America

Signature:

Name and Title: Patti Collins
Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

AEW Insurance Agency, LLC
929 W. Adams Street
Chicago, IL 60607
312-563-5936

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

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

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

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

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

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

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

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

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

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

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

4.4 Waive its 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, tender payment therefor to the Owner; or

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

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

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

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

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

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

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

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

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

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

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

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

12 DEFINITIONS

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

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 106432602

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

Walsh Construction Company II, LLC
929 W. Adams Street
Chicago, IL 60607

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date: January 25, 2016

Amount: (\$14,560,000.00) Fourteen Million Five Hundred Sixty Thousand Dollars and 00/100

Description (Name and Location): Main Street Triangle Parking Deck Design-Build

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND

Date (Not earlier than Construction Contract Date): February 11, 2016

Amount: (\$ 14,560,000.00) Fourteen Million Five Hundred Sixty Thousand Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Walsh Construction Company II, LLC

Signature: _____
Name and Title: Sean C. Walsh
President

(Any additional signatures appear on page 6)

SURETY

Company: _____ (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: Patti Collins
Name and Title: Patti Collins
Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

AEW Insurance Agency, LLC
929 W. Adams Street
Chicago, IL 60607
312-563-5936

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

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

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

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

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

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

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

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

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

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

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

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

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

6.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

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

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

15 DEFINITIONS

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(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:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

230098

Certificate No.

006533746

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brian R. Walsh, J. William Ernstom, Jodi Wallace, Patrick O'Connor, Patti Collins, and Brad Van Wyk

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of October, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 29th day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

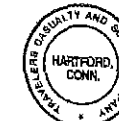
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 11 day of February, 20 16.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.