

Clerk's Contract and Agreement Cover Page

Year: 2012

Legistar File ID#: 2011-0728

Multi Year:

Amount \$1,699,831.00

Contract Type:

design build

Contractor's Name:

James McHugh Construction Co

Contractor's AKA:

Execution Date:

1/9/2012

Termination Date:

6/30/2013

Renewal Date:

Department:

Development Services/Building

Originating Person:

Kim Flom

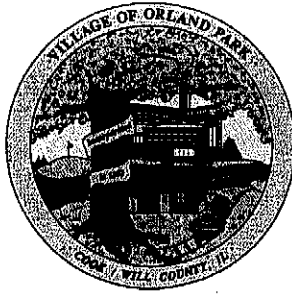
Contract Description: Main Street Area Road Work - Ravinia Ave North Ext & Main Street

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

www.orland-park.il.us



VILLAGE HALL

TRUSTEES

Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

February 13, 2012

Mr. John E. Sheridan
James McHugh Construction Co.
1737 South Michigan Ave
Chicago, Illinois 60616-1211

RE: NOTICE TO PROCEED
Main Street Area Road Work – Ravinia Ave North & Main Street

Dear Mr. Sheridan:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of February 10, 2012.

Please contact Kimberly Flom at 708-403-6128 to arrange the commencement of the work.

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

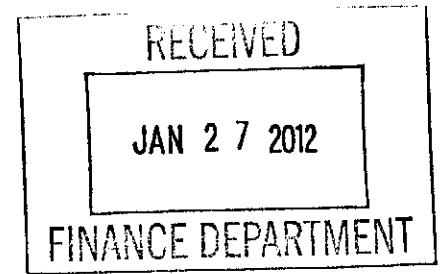
For your records, I have enclosed one (1) original executed contract dated January 9, 2012 in an amount not to exceed One Million Six Hundred Ninety Nine Thousand Eight Hundred Thirty-One and No/100 (\$1,699,831.00) Dollars, plus a 3% project contingency of Fifty Thousand Nine Hundred Ninety-Five and No/100 (\$50,995.00) Dollars to be utilized only under Village pre-approval. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
cc: Kimberly Flom

VILLAGE OF ORLAND PARK
Main Street Area Roadwork
Ravinia Avenue North Extension & Main Street
(Contract for Design-Build Project)



This Contract is made this 9th day of January, 2012 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and James McHugh Construction Co. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- The Contract
- General Conditions for Small Construction
- Professional Engineering Services General Terms and Conditions
- The Proposal dated November 11, 2011 as it is responsive to the VILLAGE's request dated November 6, 2011 (per email)
- All Certifications required by the VILLAGE
- Certificates of Insurance
- Performance and Payment Bonds required by the VILLAGE

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

Demolition of the west wing of the Orland Plaza shopping center and the former Orland Video building; construction of the Ravinia Avenue North extension; utility relocations including the relocation of a large stormsewer currently located under 143rd Street; and all decorative streetscape for both Ravinia Avenue and Main Street

(hereinafter referred to as the "WORK") as described in the design prepared by SpaceCo Inc. dated September 30, 2011 and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following

amounts (as detailed in the proposal dated November 11, 2011) for the WORK:

TOTAL: an amount not to exceed One Million Six Hundred Ninety Nine Thousand Eight Hundred Thirty-One and No/100 (\$1,699,831.00) Dollars, plus a 3% project contingency of Fifty Thousand Nine Hundred Ninety-Five and No/100 (~~\$50,005.00~~) Dollars to be utilized only under Village pre-approval
50,995.00

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

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

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by June 30, 2013 (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

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

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

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

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

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

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by

facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:

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

To the CONTRACTOR:

John E. Sheridan, Senior VP
James McHugh Construction Co.
1737 South Michigan Avenue
Chicago, Illinois 60616-1211
Telephone: 312-986-8000
Facsimile: 312-431-8518
e-mail: jesherdan@mchughconstruction.com
COPY: Ben Johnston
bjohnston@mchughconstruction.com

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

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

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

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

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

FOR: THE VILLAGE

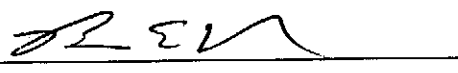
By: 

Print name: Paul G. Grimes
Village Manager

Its: _____

Date: 2/9/12

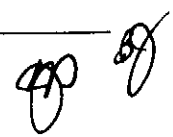
FOR: THE CONTRACTOR

By: 

Print name: Bruce E. Lake

Its: PRESIDENT

Date: 1-25-12



**VILLAGE OF ORLAND PARK
SMALL CONSTRUCTION - INSTALLATION
GENERAL TERMS AND CONDITIONS**

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

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

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 1.2.2 The Contractor shall examine existing conditions and take field measurements to facilitate the performance of the Work and shall report to the Village or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the Village, or where applicable, to the Architect.
- 1.2.3 If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Village before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Village will promptly investigate such conditions

and, if the Village determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Village determines that the conditions at the site are 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 Contractor in writing, stating the reasons. If Contractor disputes the Village's determination or recommendation, Contractor may proceed as provided in Article 9.

- 1.2.4 Contractor shall pay for all material and labor necessary for the performance of the Work and, unless agreed otherwise with the Village in a separate written document, for all utilities required such as light, heat and water.
- 1.2.5 Contractor warrants that the Work shall contain material and equipment of good quality that is new and that the Work and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Village. All manufacturers' guarantees and warranties shall be delivered to the Village prior to the issuance of final payment.
- 1.2.6 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.7 ~~Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.~~
- 1.2.8 Contractor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the performance of the Work, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Neither the Contractor nor its Subcontractors shall engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The Contractor shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be

employed in work to be performed under the Contract.

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

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Conditions for small construction
- .3 Professional Engineering Services General Terms & Conditions
- .4 The proposal dated November 11, 2011 as it is responsive to the VILLAGE's request dated November 6, 2011 (per email)
- .5 Addenda, if any
- .6 Required Certificates of Insurance
- .7 Required Certifications
- .8 Performance and Payment Bonds

ARTICLE 3: PAYMENTS AND COMPLETION

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

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

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

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

ARTICLE 4: TAXES

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

ARTICLE 5: INSPECTION OF MATERIALS

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

ARTICLE 6: ASSIGNMENT

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

6.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in the performance of their Work.

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

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

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

ARTICLE 7: GUARANTEES AND WARRANTIES

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

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

ARTICLE 8: DEFAULT

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

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

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

ARTICLE 9: DISPUTES AND VENUE

9.1 Disputes between the Village and the Contractor shall be handled according to the terms of the Contract (including all subsequent approved change orders) and applicable Law. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Work and the Village shall continue to pay amounts due in accordance with the Contract. In the

- 9.1.1 The Village and the Contractor shall provide written descriptions of the facts surrounding the dispute, their positions regarding the dispute, and any supporting information to the Village Manager for his decision regarding the dispute.
- 9.1.2 If seven (7) days after receipt of the Village manager's decision regarding the dispute the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties.
- 9.1.3 If after completing the mediation, the parties have not disposed of the dispute by agreement, either party may initiate legal action in accordance with the Contract.

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

ARTICLE 10: CONTRACT TIME

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

10.2 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Village or of an employee of the Village or of a separate contractor employed by the Village; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by other causes that the Village determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Village may determine.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

- 11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the contract, furnish to the Village a certificate of insurance showing the Village, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the Village, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the Contractor's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request

such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

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

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

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

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

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

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

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

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

11.2 Indemnification

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

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

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 13: EXECUTION OF CONTRACT

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

ARTICLE 14: CHANGES IN THE WORK

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

ARTICLE 15: TERMINATION

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

**VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.

2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments,

and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.

4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the

Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.
19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days

written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.

20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.
24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

James McHugh Construction Co. (ENGINEER)

By: REM 1-25-12
Officer Date

Print Name: Bruce E. Lake

VILLAGE OF ORLAND PARK

By: [Signature] 2/13/12
Officer Date

Print Name: Paul G. Grimes
Village Manager

| Ravinia Avenue Extension 143rd to Crescent Circle Public Infrastructure Project | | | |
|--|--|--------------|---------------------|
| | Notes / Clarifications | Units | Total |
| PHASE I Dec 2011 - July 2012 | | | |
| Roadway Design SpaceCo Design Build Budget | As detailed on Pricing Sheet dated 08-29-11 | Allowance | \$106,800 |
| Existing Building Environmental Asbestos Removal Permits Asbestos Removal | | Lump Sum | \$2,500 |
| | | Lump Sum | \$25,460 |
| Demolition Permits Cut and Cap Existing Utilities | Cost to Obtain any Needed Gas, Phone, Electric, San, Water, Storm | Lump Sum | \$800 |
| | | Lump Sum | \$4,500 |
| West Wing Plaza Area Demolition Video Store Demolition | Entire ROW of Ravinia to be Cleared Including adjacent areas needed to match existing | Lump Sum | \$111,600 |
| | Full Removal to Slab Grade. Slab to Remain | Lump Sum | \$16,700 |
| 143rd Street Storm Sewer | Directional Boring Proposal from Airy's | Allowance | \$200,000 |
| Road Preparation Grading 9" Stone Base Erosion Control Measures | Including any Import or export | Lump Sum | \$28,151 |
| | Including maintenance during project duration | Lump Sum | \$19,620 |
| | | Lump Sum | \$3,500 |
| Utilities Storm Sewer Water Main | All Utilities must be complete by 5-1-12 Including All Necessary Relocations and Removals | Lump Sum | \$234,442 |
| | | Lump Sum | \$70,673 |
| PHASE II Oct 2012- Apr 2012 | | | |
| Finished Road Final Grading Curb and Gutter Asphalt Paving | Including Stone Rework if Necessary 6" Binder and 2" Surface | | \$17,280 |
| | | | \$48,678 |
| | | | \$86,699 |
| Streetscape Ravinia Avenue Main Street | Allowance Sum from Norris Includes paving, street furniture, landscaping, planter curbs and walls. | Allowance | \$369,738 |
| | | Allowance | \$35,000 |
| Street Lights and Electrical Traffic Control | Complete System including Light poles, New Cabinet, and Tree Receptables | Lump Sum | \$200,990 |
| | | | Included |
| Wk. Comp & Liability Ins. | | Lump Sum | Included line items |
| Auto & Gen. Liability Ins. | | Lump Sum | Included line items |
| Excess Liability & Bldrs Risk | | Lump Sum | \$20,400 |
| Contractor Bond | | Lump Sum | \$19,720 |
| General Conditions | | Lump Sum | \$25,000 |
| Overhead (if any) | | Lump Sum | \$0 |
| Contingency | | Lump Sum | \$0 |
| Additional Fees (if any) | | Lump Sum | \$51,000 |
| | | Total | \$1,699,831 |

RAVINIA AVENUE ROW PROJECT
Clarifications and Assumptions
11-09-2011 Conceptual Design Build Pricing

The following is a list of clarifications and assumptions used in establishing our proposal.

1. We have assumed costs for the following items are to be borne by the Owner:
 - a. Building Permit Fees.
 - b. Water & Sewer tap fees.
 - c. MWRD fees, but we do include expediting the MWRD permit process.
 - d. Com Ed excess facilities charges for temporary & permanent power.
 - e. Material Testing and Inspection costs.
 - f. Cook County Permit Fees for demo work.
2. We have included the design service fees from Spaceco Inc.
3. We have included specified allowances.
4. The environmental report that we were provided indicates that the roof contains asbestos material, however abatement contractor that have visited the site have stated that the roof does not contain asbestos, therefore we have not included the cost to dispose of the roof as asbestos containing (ACM) material.
5. We have assumed that the parkway electrical system is to be design build. Therefore, we have included costs for engineered stamped drawings / calculations and design error / omission insurance. See attached marked up drawing for the basis of our site electric layout.
6. We have included 31 ea waterproof ground mounted receptacle for 31 ea canopy trees with 15 ea of 6 x 8 poly concrete in ground splice boxes with dedicated conduits and cable for the receptacles. No more than 4 ea receptacles on one circuit.
7. We do not see where any traffic signal work or permanent traffic signs are required; therefore we have not included any.
8. We have included coordination with Comed and Nicor for utilities required in the Ravinia Avenue right of way. We have not included any costs for this and schedule impacts are expected to be minimal.
9. We have assumed that all cut & fill material will originate and remain on site.
10. We have not included removal of slab on grade and associated sidewalk or any asphalt patching work for video store demolition scope.



James McHugh Construction Co.

1737 South Michigan Avenue

Chicago, Illinois 60616-1211

phone: 312.986.8000

fax: 312.431.8518

November 11, 2011

Ms. Karie Friling
Director, Development Services
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Re: Ravinia Avenue Design-Build Proposal

Dear Ms. Friling:

Thank you for the opportunity to provide our design-build proposal for the Ravinia Avenue Extension Project. McHugh possesses design-build experience on a wide range of project types including the CDOT's first design-build project - 18th Street Pedestrian Bridge; the infrastructure and park at Lakeshore East; Battle Stations 21 training facility at Great Lakes Naval Station and the Fox River Bridge in Aurora, Illinois. Some of our Infrastructure projects include the current reconstruction of Chicago's Wacker Drive, the construction of North Avenue Bridge, and reconstruction projects on the Kennedy Expressway and the Tri-State Tollway.

We have enclosed a detailed breakdown of our cost proposal; a schedule for completion of the project which is coordinated with our Ninety 7 Fifty Construction Schedule; a detailed scope of services including clarifications and assumptions; resumes for our proposed project team, and information about some of our past projects.

We look forward to the opportunity to partner with the Village of Orland Park and the Spaceco Design Team to complete the Ravinia Avenue Extension. Please contact me with any questions regarding this proposal.

Sincerely,

John E. Sheridan
Senior Vice President

COST BREAKDOWN

| Ravinia Avenue Extension 143rd to Crescent Circle Public Infrastructure Project | | | |
|---|--|--------------|---------------------|
| | Notes / Clarifications | Units | Total |
| PHASE I Dec 2011 - July 2012 | | | |
| Roadway Design SpaceCo Design Build Budget | As detailed on Pricing Sheet dated 06-29-11 | Allowance | \$108,800 |
| Existing Building Environmental Asbestos Removal Permits Asbestos Removal | | Lump Sum | \$2,500 |
| | | Lump Sum | \$28,480 |
| Demolition Permits Cut and Cap Existing Utilities | Cost to Obtain any Needed Gas, Phone, Electric, San, Water, Storm | Lump Sum | \$800 |
| | Entire ROW of Ravinia to be Cleared including adjacent areas needed to match existing | Lump Sum | \$4,500 |
| West Wing Plaza Area Demolition Video Store Demolition | Full Removal to Slab Grade. Slab to Remain | Lump Sum | \$111,800 |
| | | Lump Sum | \$18,700 |
| 143rd Street Storm Sewer | Directional Boring Proposal from Airy's | Allowance | \$200,000 |
| Road Preparation Grading 9" Stone Base Erosion Control Measures | Including any Import or export Including maintenance during project duration | Lump Sum | \$28,151 |
| | | Lump Sum | \$18,820 |
| | | Lump Sum | \$3,500 |
| Utilities Storm Sewer Water Main | All Utilities must be complete by 5-1-12 Including All Necessary Relocations and Removals | Lump Sum | \$234,442 |
| | | Lump Sum | \$70,873 |
| PHASE II Oct 2012 - Apr 2013 | | | |
| Finished Road Final Grading Curb and Gutter Asphalt Paving | Including Stone Rework if Necessary 6" Binder and 2" Surface | | \$17,580 |
| | | | \$48,278 |
| | | | \$88,858 |
| Streetscape Ravinia Avenue Main Street | Allowance Sum from Norris Includes paving, street furniture, landscaping, planter curbs and walls. | Allowance | \$389,738 |
| | | Allowance | \$35,000 |
| Street Lights and Electrical Traffic Control | Complete System including Light poles, New Cabinet, and Tree Receptacles | Lump Sum | \$200,990 |
| | | | Included |
| Wk. Comp & Liability Ins. | | Lump Sum | Included line items |
| Auto & Gen. Liability Ins. | | Lump Sum | Included line items |
| Excess Liability & Bldrs Risk | | Lump Sum | \$20,400 |
| Contractor Bond | | Lump Sum | \$18,720 |
| General Conditions | | Lump Sum | \$25,000 |
| Overhead (if any) | | Lump Sum | \$0 |
| Contingency | | Lump Sum | \$0 |
| Additional Fees (if any) | | Lump Sum | \$51,000 |
| | | Total | \$1,699,831 |

Village of Orland Park - Ravinia Avenue Extension Preliminary Design and Construction Schedule

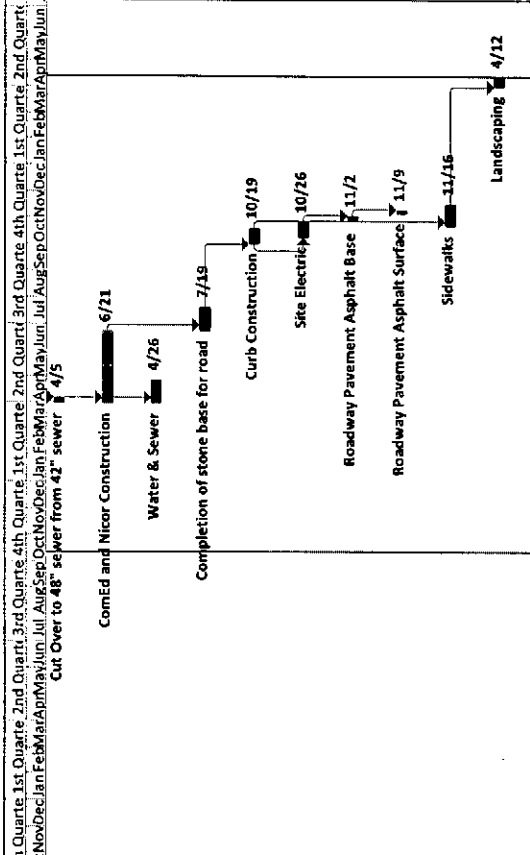
| ID | Task Name | Mode | Task | Duration | Start | Finish |
|----|---|----------|--------------|--------------|-------|--------|
| 1 | Preconstruction - Design & Approval | 67 days | Wed 10/12/11 | Thu 1/12/12 | | |
| 2 | Award Design/Build Contract | 15 days | Wed 10/12/11 | Tue 11/1/11 | | |
| 3 | Assemble Current Schematic Design Information | 5 days | Wed 11/2/11 | Tue 11/8/11 | | |
| 4 | Review Schematic Design with Village of Orland Park | 1 day | Wed 11/9/11 | Wed 11/9/11 | | |
| 5 | Village of Orland Park Review Comments | 10 days | Thu 11/10/11 | Wed 11/23/11 | | |
| 6 | Review Schematic Design with Nicor/ComEd | 1 day | Thu 11/10/11 | Thu 11/10/11 | | |
| 7 | Nicor/ComEd comments | 15 days | Fri 11/11/11 | Thu 12/1/11 | | |
| 8 | Prepare Construction Drawings | 20 days | Fri 12/2/11 | Thu 12/29/11 | | |
| 9 | Village of Orland Park Review & Approval | 10 days | Fri 12/30/11 | Thu 1/12/12 | | |
| 10 | Preconstruction - Subcontract Bidding & Award | 41 days | Thu 11/24/11 | Thu 1/19/12 | | |
| 11 | Establish Demolition & Abatement Scope Documents | 5 days | Thu 11/24/11 | Wed 11/30/11 | | |
| 12 | Demolition & Abatement Bidding | 10 days | Thu 12/1/11 | Wed 12/14/11 | | |
| 13 | Award Demolition & Abatement | 5 days | Thu 12/15/11 | Wed 12/21/11 | | |
| 14 | Site Utilities Bidding | 10 days | Fri 12/30/11 | Thu 1/12/12 | | |
| 15 | Award Site Utilities | 5 days | Fri 1/13/12 | Thu 1/19/12 | | |
| 16 | Demolition & Construction | 330 days | Mon 1/9/12 | Fri 4/12/13 | | |
| 17 | West Mall available for Demolition & Abatement | 0 days | Mon 1/9/12 | Mon 1/9/12 | | |
| 18 | Abatement of West Mall | 15 days | Mon 1/9/12 | Fri 1/27/12 | | |
| 19 | Demolition of West Mall | 22 days | Mon 1/30/12 | Tue 2/28/12 | | |
| 20 | Construction of New 48" Storm Sewer | 22 days | Wed 2/29/12 | Thu 3/29/12 | | |

Project: Preliminary Construction
Date: Wed 10/12/11

Task Project Summary Inactive Milestone Manual Summary Rollup Deadline
Split External Tasks Inactive Summary Manual Summary Critical
Milestone External Milestone Manual Task Start-only Critical Split
Summary Inactive Task Duration-only Finish-only Progress

Village of Orland Park - Ravinia Avenue Extension Preliminary Design and Construction Schedule

| ID | Task Mode | Task Name | Duration | Start | Finish |
|----|-----------|--------------------------------------|----------|--------------|--------------|
| 21 | 📅 | Cut Over to 48" sewer from 42" sewer | 5 days | Fri 3/30/12 | Thu 4/5/12 |
| 22 | 📅 | ComEd and Nicor Construction | 60 days | Fri 3/30/12 | Thu 6/21/12 |
| 23 | 📅 | Water & Sewer | 20 days | Fri 3/30/12 | Thu 4/26/12 |
| 24 | 📅 | Completion of stone base for road | 20 days | Fri 6/22/12 | Thu 7/19/12 |
| 25 | 📅 | Curb Construction | 15 days | Mon 10/1/12 | Fri 10/19/12 |
| 26 | 📅 | Site Electric | 15 days | Mon 10/8/12 | Fri 10/26/12 |
| 27 | 📅 | Roadway Pavement Asphalt Base | 5 days | Mon 10/29/12 | Fri 11/2/12 |
| 28 | 📅 | Roadway Pavement Asphalt Surface | 5 days | Mon 11/5/12 | Fri 11/9/12 |
| 29 | 📅 | Sidewalks | 20 days | Mon 10/22/12 | Fri 11/16/12 |
| 30 | 📅 | Landscaping | 10 days | Mon 4/1/13 | Fri 4/12/13 |



Project: Preliminary Construction
Date: Wed 10/12/11

Wed 10/12/11

Task: **Task** | **Project Summary** | **Inactive Milestone** | **Manual Summary Rollup** | **Deadline**

Milestone: **Milestone** | **External Tasks** | **Inactive Summary** | **Manual Summary** | **Critical**

Summary: **Summary** | **External Milestone** | **Manual Task** | **Start-only** | **Critical Split**

Task: **Task** | **Inactive Task** | **Duration-only** | **Finish-only** | **Progress**

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SURVEYING AND ENGINEERING DESIGN SERVICES
ESTIMATE OF FEES

Date: August 29, 2011

Client: Village of Orland Park -- Design/Build
Project Location: Ravinia Avenue Extension from 143rd Street to Crescent Circle
Project Number: 4278.05

| <u>Task Description</u> | <u>Estimated Fee</u> |
|--|-----------------------------|
| Task 1.0 - Soil Borings (Testing Service Corporation) | \$4,000 |
| Task 2.0 - Environmental Consulting (E. Cooney & Associates, Inc.) | \$5,000 |
| Task 3.0 - Topographic Survey Update (143 rd Street) | \$2,800 |
| Task 4.0 - Landscape Plans (Norris Design) | \$9,500 |
| Task 5.0 - Street Lighting/Electrical Design (CBBEL) | \$7,500 |
| Task 6.0 - Preliminary Overall Plaza Development Plan | \$15,000 |
| Task 7.0 - MWRD Permitting | \$8,500 |
| Task 8.0 - By Pass Storm Sewer Design | \$5,000 |
| Task 9.0 - Ravinia Avenue Roadway Improvement Plans Including Final Geometry | \$21,500 |
| Task 10.0 - Meeting (Assumes 10 meetings@ \$500/Meeting) | \$5,000 |
| Task 11.0 - Construction Layout | \$8,000 |
| Task 12.0 - Construction Administration | \$10,000 |
| Reimbursable Expenses | \$5,000 |
| Total | \$106,800 |

Notes: Does not include any design work associated with 143rd Street.

CC: WBL, RS
File Copy



Ravinia Road Streetscape Enhancement

Orland Park, Illinois

November 3, 2010

Estimate of Probable Costs:

| Landscape | | | | |
|--|----------|------|-----------|-----------------|
| Item | Quantity | Unit | Unit Cost | Total Cost |
| Sod/Topsoil & Restoration | 412 | s.y. | \$10.50 | \$4,326 |
| Structural Soil | 110 | c.y. | \$110.00 | \$12,100 |
| Planting Soil - 6" depth all planting areas | 45 | c.y. | \$65.00 | \$2,925 |
| 4" Hardwood Mulch | 2,850 | s.y. | \$6.00 | \$17,100 |
| Underdrain - 4" tile with fabric wrap | 590 | l.f. | \$17.00 | \$10,030 |
| Canopy Trees | 31 | ea. | \$350.00 | \$10,850 |
| Plant Material (shrubs, grasses, & perennials) | 2,850 | s.f. | \$5.00 | \$14,250 |
| Landscape Fabric | 2,850 | s.f. | \$1.00 | \$2,850 |
| Irrigation (Turf) | 3,700 | s.f. | \$1.50 | \$5,550 |
| Irrigation (Planter Bed) | 2,850 | s.f. | \$0.60 | \$1,710 |
| Subtotal | | | | \$81,691 |

| Street Furniture | | | | |
|-------------------------|----------|------|------------|-----------------|
| Item | Quantity | Unit | Unit Cost | Total Cost |
| Benches | 8 | ea. | \$2,000.00 | \$16,000 |
| Trash Receptacles | 4 | ea. | \$1,600.00 | \$6,400 |
| Paver Grate (48") | 12 | ea. | \$1,900.00 | \$22,800 |
| Ornamental Fence - 18" | 250 | l.f. | \$46.00 | \$11,500 |
| Subtotal | | | | \$56,700 |

| Monumentation & Walls | | | | |
|----------------------------------|----------|------|-------------|-----------------|
| Item | Quantity | Unit | Unit Cost | Total Cost |
| Planter Urn and Base | 2 | ea. | \$13,600.00 | \$27,200 |
| Parkway Column | 4 | ea. | \$6,500.00 | \$26,000 |
| Median Wall w/ Precast Cap | 250 | l.f. | \$180.00 | \$45,000 |
| Subtotal | | | | \$98,200 |

| Paving, Curb, Sidewalks | | | | |
|--------------------------------|----------|------|-----------|-----------------|
| Item | Quantity | Unit | Unit Cost | Total Cost |
| Standard Clay Pavers | 150 | s.y. | \$82.00 | \$12,300 |
| Crosswalk Pavers | 100 | s.y. | \$110.00 | \$11,000 |
| Standard PCC Walk | 5,600 | s.f. | \$7.00 | \$39,200 |
| Paver Edge | 105 | l.f. | \$4.00 | \$420 |
| Landscape Planter Curb | 250 | l.f. | \$28.00 | \$7,000 |
| Median Splash Block - 1' | 250 | l.f. | \$60.00 | \$15,000 |
| Subtotal | | | | \$84,920 |

| | |
|-----------------|------------------|
| Subtotal | \$321,511 |
| 15% Contingency | \$48,227 |

| | |
|---|------------------|
| Estimated Ravinia Streetscape Enhancement Total: | \$369,738 |
|---|------------------|

This cost estimate **does not include** street lights and poles, roadway material, roadway curb, water tap fees, demolition fees or excavation fees. This estimate is preliminary and shall be refined as the streetscape enhancement plan evolves.



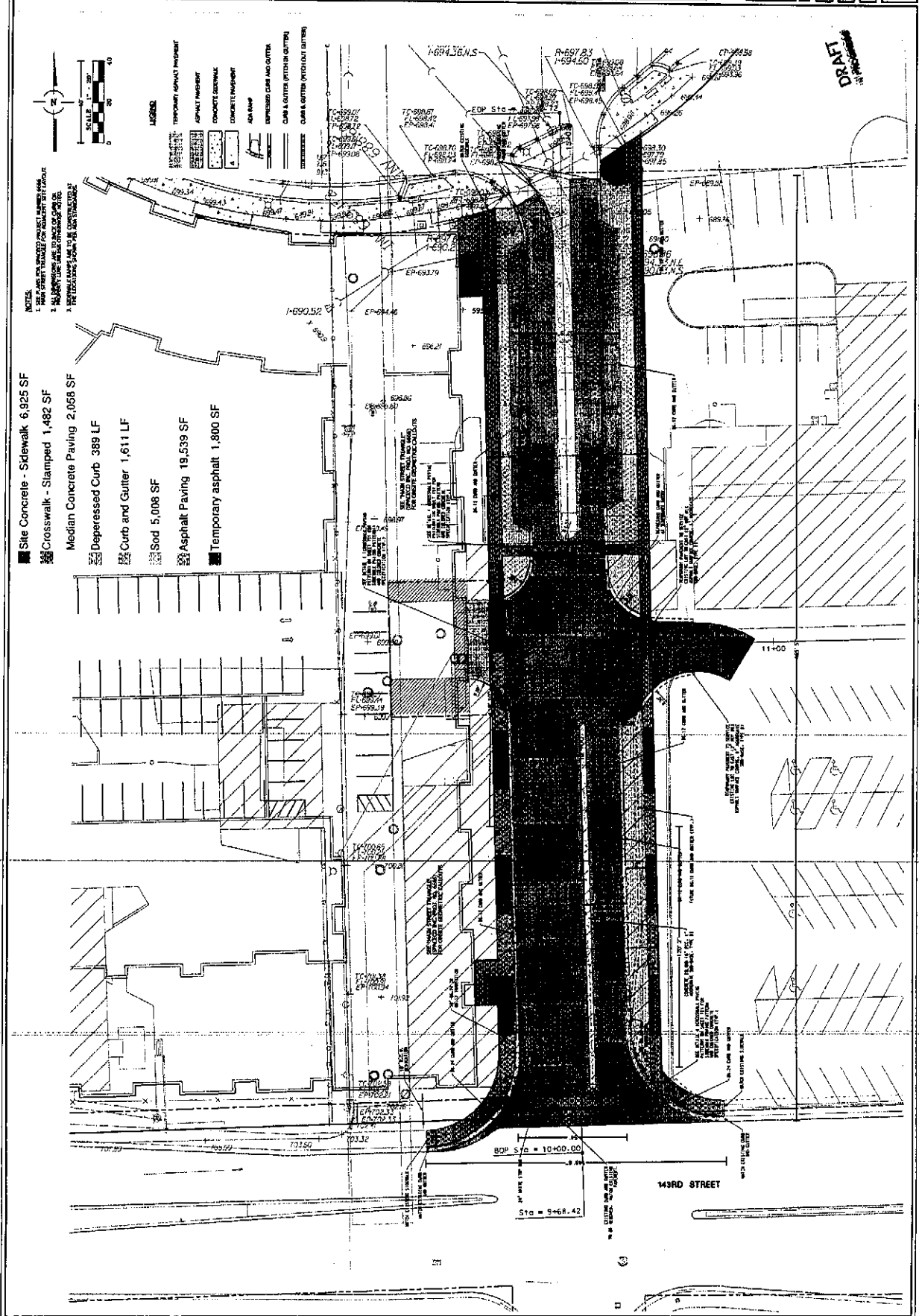
CLARIFICATIONS & ASSUMPTIONS

The following is a list of clarifications and assumptions used in establishing our proposal.

1. We have assumed costs for the following items are to be borne by the Owner:
 - a. Building Permit Fees.
 - b. Water & Sewer tap fees.
 - c. MWRD fees, but we do include expediting the MWRD permit process.
 - d. Com Ed excess facilities charges for temporary & permanent power.
 - e. Material Testing and Inspection costs.
 - f. Cook County Permit Fees for demo work.
2. We have included the design service fees from Spaceco Inc.
3. We have included specified allowances.
4. The environmental report that we were provided indicates that the roof contains asbestos material, however abatement contractor that have visited the site have stated that the roof does not contain asbestos, therefore we have not included the cost to dispose of the roof as asbestos containing (ACM) material.
5. We have assumed that the parkway electrical system is to be design build. Therefore, we have included costs for engineered stamped drawings / calculations and design error / omission insurance. See attached marked up drawing for the basis of our site electric layout.
6. We have included 31 ea waterproof ground mounted receptacle for 31 ea canopy trees with 15 ea of 6 x 8 poly concrete in ground splice boxes with dedicated conduits and cable for the receptacles. No more than 4 ea receptacles on one circuit.
7. We do not see where any traffic signal work or permanent traffic signs are required; therefore we have not included any.
8. We have included coordination with Comed and Nicor for utilities required in the Ravinia Avenue right of way. We have not included any costs for this and schedule impacts are expected to be minimal.
9. We have assumed that all cut & fill material will originate and remain on site.
10. We have not included removal of slab on grade and associated sidewalk or any asphalt patching work for video store demolition scope.

RAVINA AVENUE
GEOMETRIC PLAN
 O'NEAL PARK, ILLINOIS

| | | |
|----------------------|------------------|-----------------|
| | DATE: 06/27/2011 | SHEET: 3 |
| PROJECT: O'NEAL PARK | NO. 200: 1274.00 | OF 200: 1274.00 |
| DESIGNER: [Name] | DATE: 06/27/2011 | BY: [Name] |
| CHECKER: [Name] | DATE: 06/27/2011 | BY: [Name] |



- Site Concrete - Sidewalk 6,925 SF
- Crosswalk - Stamped 1,482 SF
- Median Concrete Paving 2,058 SF
- Depressed Curb 389 LF
- Curb and Gutter 1,611 LF
- Sod 5,008 SF
- Asphalt Paving 19,539 SF
- Temporary asphalt 1,800 SF

NOTES:

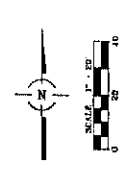
1. ALL AREAS UNLESS OTHERWISE NOTED SHALL BE CONSIDERED AS EXISTING.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

DRAFT

RAVINA AVENUE
ORLANDO PARK/LINDIS

GEOMETRIC PLAN

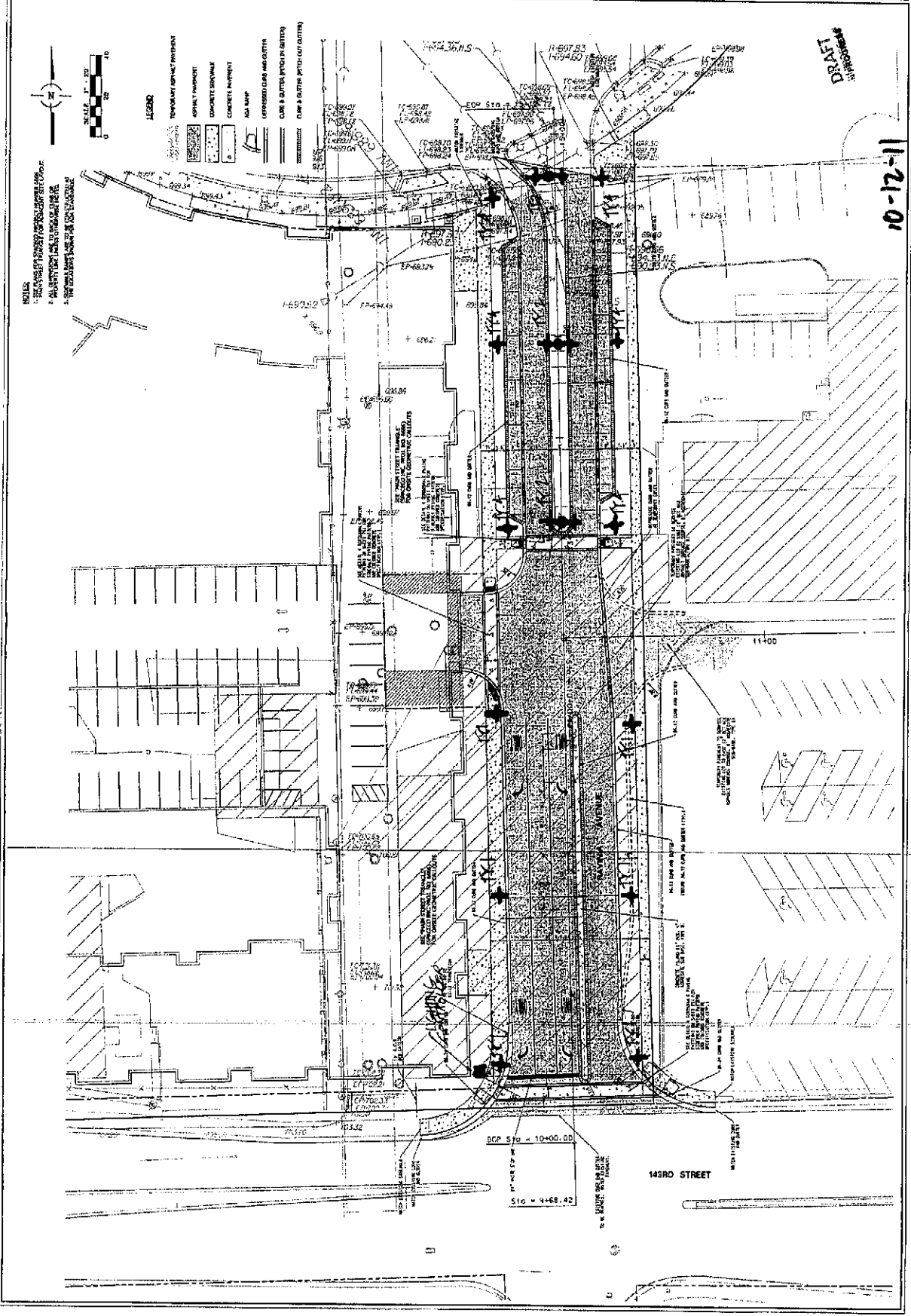
CONTRACT NO. R-0-0-0-0-0-0
 TITLE SHEET
 DATE
 DRAWN BY
 CHECKED BY
 PROJECT NO.
 SHEET NO.



- LEGEND**
- TEMPORARY SERVICE DRIVEWAY
 - GRAVEL PAVEMENT
 - CONCRETE DRIVEWAY
 - CONCRETE PAVEMENT
 - ASPHALT
 - EXPRESSED CURB AND GUTTER
 - CURB & GUTTER PITCH IN SECTION
 - CURB & GUTTER PITCH OUT SECTION

NOTES

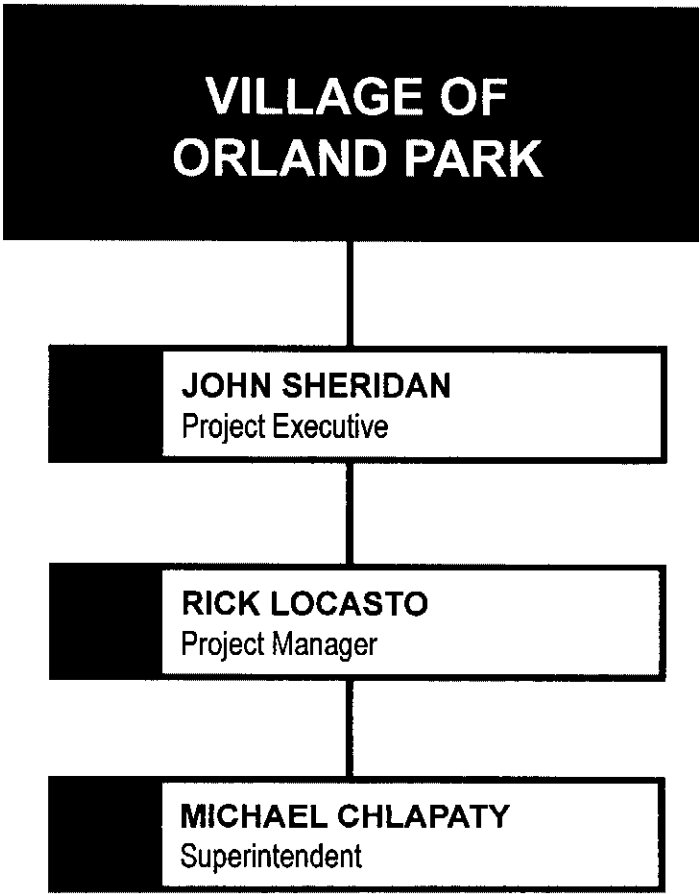
1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



11-21-01
 10-12-01

STAFFING PLAN

James McHugh Construction Co. is proposing a dedicated staff for Ravinia Avenue with previous experience successfully completing projects with similar scopes of work and schedules.



JOHN SHERIDAN
Project Executive



Role and Responsibility Project Executive / Mr. Sheridan is responsible for directing projects from their inception to their successful conclusion. Among these responsibilities are preconstruction services, budgets, subcontract procurement, construction operations, punch list and warranty. He also works with owners, architects, engineers, regulatory agencies, subcontractors, and directs the project team.

Experience Mr. Sheridan has thirty one years of industry experience. Throughout his twenty four years with McHugh he has managed McHugh's hospitality practice and has managed construction and/or renovation of over 12,000 hotel rooms.

THE GRAND PLAZA, CHICAGO, IL
This 1.7 million-square-foot, apartment high-rise consisting of a 57-story and a 37-story tower, covers an entire city block.

600 NORTH LAKE SHORE DRIVE, CHICAGO, IL
A two building condominium complex on Chicago's lakefront. The development includes a 40 story, 509,000-square-foot north tower with 155 homes and a 46 story, 541,000 square foot south tower with 246 homes.

THE ELYSIAN HOTEL AND PRIVATE RESIDENCES, CHICAGO, IL
A 60-story hotel and condo building including 51 condos and 188 condo hotel suites.

50 EAST CHESTNUT, CHICAGO, IL
A 222,000-square-foot, cast-in-place concrete residential structure.

THE CHANDLER, CHICAGO, IL
A 35-story, 304-residence high-rise that features an indoor rooftop pool, outdoor hot tub, and media room.

THE REGATTA, CHICAGO, IL
A 44-story, 700,000-square-foot condominium tower with 325 units located in Chicago's Lakeshore East neighborhood.

PRAIRIE POINTE, CHICAGO, IL
A 357,984-square foot residential development that consists of a condominium building and five vertical town homes. The high-rise building is 24 floors with 157 condominium units.

THE LANCASTER, CHICAGO, IL
A 29-story structural concrete building that includes 207 condominiums each ranging from 700 square feet to 2,800 square feet.

THE METROPOLIS, CHICAGO, IL
A 12-story, 265,000 square-foot building renovation that consisted of 169 condominiums ranging from 600 to 1,300 square feet.

JEFFERSON TOWER, CHICAGO, IL
A 24-story, 305,000-square-foot condominium tower.

1111 SOUTH WABASH, CHICAGO, IL
A 36-story, 533,000-square-foot condominium structure that includes 247 residences, a four-level, 249-space parking garage and retail space on the first floor.

340 WEST SUPERIOR, CHICAGO, IL
An 18-story, 342,000 SF structure that includes 120 luxury condominiums, fitness facilities, community room, parking for 200 cars, and 5,000 SF of retail space.

THE FARALLON, CHICAGO, IL
A 21-story, 275,887-square-foot, cast-in-place concrete structure that includes 161 luxury condominiums, a 347-car parking facility, fitness facility, and 10,000 square feet of retail space.

DEARBORN TOWER, CHICAGO, IL
A 16-story, 500,000-square-foot residential structure. The structure features loft, duplex and penthouse units. With more than 100 potential floorplans, each unit is unique.

HOTEL 71, CHICAGO, IL
Project executive / The renovation of 454 guestrooms that included wall coverings and carpeting, new tile and tub surrounds, and all new furnishings. The project also included the installation of new HVAC

systems and fire protection systems. Work was completed while the hotel remained in operation.

THE BLACKSTONE HOTEL RENOVATION, CHICAGO, IL
 Project executive / Complete gut renovation of the historic Blackstone Hotel. The new hotel consists of 330 new guest rooms, top-floor luxury suites with lake and city views, new fitness center, meeting/banquet rooms, kitchens, and restaurant. Exterior terra cotta cladding was removed and replaced. This project also included the Mercat A La Planxa restaurant and hotel kitchens. Work included the two restaurant bars, grocery, refrigeration & beverage storage areas, the restaurant display kitchen, the main hotel kitchen and the hotel banquet kitchen.

HOTEL ALLEGRO RENOVATION CHICAGO, IL (2009)
 Project executive / This complete renovation of the Allegro Hotel included replacing the complete guestroom plumbing system, installing a four-pipe steam heating and cooling system with console fan coil units. New fixtures, furnishings, wall coverings, flat screen televisions were installed in all 482 rooms and corridors were spruced up too. Everything was brought up to ADA codes. Included renovation of all public spaces, fitness facilities, bathrooms, new guestrooms and suite HVAC, and meeting areas.

THE RITZ-CARLTON CHICAGO, CHICAGO, IL
 Project executive / Complete gut renovation of the existing structure. The 17-floor hotel features 400 guest rooms, 42 suites, meeting and conference areas, and restaurant.

FOUR SEASONS CHICAGO SPA, CHICAGO, IL
 Project executive / Project included a renovation and addition to create a 4,000 SF spa and fitness facility in this five star hotel property. Work included 2000 SF structure and enclosure on an existing roof deck, new elevators, stairs, fitness facility, and spa facilities including wet treatment rooms and locker facilities. All work was phased so as not to interfere with hotel, spa, or fitness facility operations.

THE FOUR SEASONS RENOVATION, CHICAGO, IL
 Project executive / When the Four Seasons decided to tackle its first large-scale rehab, it turned to McHugh, which had constructed the property's acclaimed spa. Working within heavy restrictions necessary to keep guests comfortable, McHugh renovated 332 guest rooms and 70 suites, including complete bathroom renovation installing more than

70,000 square feet of stone. Rooms received new fixtures and finishes, corridors were redecorated, and all electrical systems renovated. The lobby boardrooms, grand ballroom and state room also received major facelifts.

CROWNE PLAZA CHICAGO METRO, CHICAGO, IL
 Project executive / Complete gut renovation of the existing structure. The 17-floor hotel features 400 guest rooms, 42 suites, meeting and conference areas, and restaurant.

THE WIT HOTEL CHICAGO, IL
 Project executive / A modern hotel project on Chicago's historic corner of State and Lake. The Hotel included two high-end restaurants and rooftop lounge, a fitness facility, a spa for hotel guests and a luxurious private screening room to be rented to hotel guests or the public for private movie screenings or sporting events. Floors 6-20 include 238 beautifully appointed "standard" hotel rooms. On floors 21-26, include 60 hotel-condo units with studio, one and two bedroom floor plans.

THE ELYSIAN HOTEL AND PRIVATE RESIDENCES, CHICAGO, IL
 Project executive / A 60-story hotel and condo building included 51 condos and 188 condo hotel suites. The building features elegant dining areas, a private health club, luxurious spa, and a grand salon. The private residences, two to a floor, range from 3,000 to over 10,000 square feet and start at \$2,600,000.

WESTIN O'HARE, ROSEMONT, IL
 Project executive / The first phase involved the renovation 525 guest rooms including new carpeting and wall coverings, and installing new flooring and vanities in the bathrooms. The second phase included renovating the hotel lobby, the Astor and LaSalle ballrooms, the registration area, the coffee shop, and all public areas including fitness facilities and pool area. All work was performed while the hotel remained in operation.

HYATT REGENCY O'HARE, ROSEMONT, IL
 Project executive / Complete renovation of the hotel's 706 guest rooms including new carpeting, wall coverings, and bathrooms. Crews also renovated public restrooms, ballrooms and meeting rooms. All work was performed while the hotel remained in operation.

WESTIN ST. LOUIS – CUPPLES STATION, ST. LOUIS, MO
 Project executive / The 230-guest room Westin Hotel occupies three of the ten historic redbrick buildings in the Cupples Station development. The hotel features over 9,000 square feet of meeting space, a business center, a fitness and spa facility, and two restaurants.

WESTIN HOTEL MICHIGAN AVENUE, CHICAGO, IL
 Project executive / Renovation of 720 guest rooms included reconfiguring/enlarging bathrooms, installing new HVAC systems, new plumbing risers, new fixtures, updating electrical systems and new finishes throughout. Renovation of all ballroom/meeting rooms, office space, fitness facilities, and exterior streetscape was also included.

WESTIN RIVER NORTH, CHICAGO, IL
 Project executive / The renovation of 420 guest rooms and the construction of new banquet rooms and kitchen. Renovation included painting, new wall coverings, millwork and bathroom fixtures.

HOTEL ALLEGRO, CHICAGO, IL (1998)
 A floor-by-floor renovation of 482 guest rooms, lobby and restaurant. Work included upgrading life safety systems, installing sprinkler systems, and upgrading the mechanical systems, installing new plumbing risers for hot and cold water, and improved heating and cooling systems with automated thermostats.

HOTEL MONACO, CHICAGO, IL
 A complete renovation of the hotel's 174 rooms into 195 guestroom suites including all 14 floors, lobby area, elevators, and curtain wall. Upgrade of plumbing, electrical, HVAC and mechanical systems. The building's three-sided facade was refurbished as well as the 4 story parking facility.

HYATT REGENCY CROWN CENTER, KANSAS CITY, MO
 A 12-week project rehabilitating 752 guest rooms. The project includes removing and replacing existing fixtures, furnishings and equipment, wall coverings, carpeting and tub ledges. The renovation also includes upgrades to accommodate disabled guests.

HYATT REGENCY EAST TOWER REHABILITATION, CHICAGO, IL
 Interior renovation of 1,028 rooms completed in thirteen weeks. Work included the replacement of acoustical ceilings, ceramic tile, existing wall coverings, hardware and the replacement of all carpeting and finishes and ADA upgrades.

HYATT REGENCY WEST TOWER REHABILITATION, CHICAGO, IL
 Interior renovation of 952 rooms completed in eleven weeks. Renovation work included the replacement of acoustical ceilings, ceramic tile, existing wall coverings, hardware and the replacement of all carpeting and finishes.

Education

B. S. Finance, DePaul University, 1983

References

Ken Reynolds, Kimpton Hotels 415-955-5403

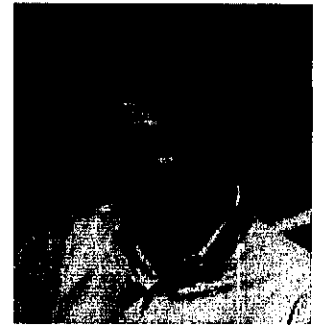
Tom Feilen, Hyatt Regency Chicago 312-239-4675

Jim DeFily, Four Seasons Chicago 312-649-2342

Stacey Kamps, Select Renovations 630-272-4416

Tony Fiore, Hyatt Regency O'Hare 847-696-1234

RICK LOCASTO
Project Manager



Role and Responsibility Project Manager / As project manager, Mr. Locasto will manage construction activities and coordinate disciplines to maintain the schedules for execution of the project. He will establish and maintain on-site lines of authority and communication, and conduct staff, trade coordination and team meetings as required. He reports on monthly progress, schedule, construction status, changes and conferences. He will also plan, direct, supervise and implement project quality control activities in compliance with established standards and programs.

Experience Mr. Locasto has been in the construction industry for twenty one years; seventeen of those with McHugh and McHugh International.

POMEROY SENIOR APARTMENTS, CHICAGO, IL
Rehabilitation of an existing building to provide 105 new senior living apartments

ENOLA DEW HOUSING, CHICAGO, IL
60 unit senior living apartment building

ANTIOCH III, CHICAGO, IL
Project manager for this 10-building, 40-unit apartment complex in Chicago's Englewood neighborhood is part of a public/private venture with Antioch Baptist Church to bring quality housing to a low-income area. The brick buildings, all three stories high with shingle roofs, were constructed on spread footings with heavy-gauge metal stud interior construction. The complex includes eight 3-flat buildings, each 4,700 square feet with three-bedroom, two-bath apartments; and three 8-flat buildings, each 11,200 square feet, featuring two-bedroom, two-bath apartments and handicapped accessible units on the first floor.

ROOSEVELT SQUARE PHASE II, CHICAGO, IL
Phase 2 is comprised of 23 buildings with 192 rental units. These buildings range in size from 4 to 15 units and 860 to 1,500 square feet, and feature the work of multiple architects. A retail portion totals 5,000 square feet. Construction incorporated as many green features as possible: homes feature high-efficiency heating, cooling and hot water systems; insulated window glazing and water piping, sealed ductwork and

programmable thermostats were included to cut energy use. To reduce heat loads, reflective roofing systems were installed. Extensive green space, including landscaped public spaces and individual green spaces with seasonal plants and flowers at each building, also enhance livability.

HARVEY II & III YMCA SENIOR HOUSING, CHICAGO, IL
Project manager for this two-building apartment complex for independent senior living facility. The two buildings, totaling 110,000 square feet, consist of 60 apartments each, including ADA-compliant units, common areas and craft rooms, exercise, laundry, conference room spaces.

MT. VERNON HAVEN HOMES, CHICAGO, IL
Project manager for this six-story, 55,000-square-foot housing facility for seniors that is comprised of 61 residential units including 48 one bedroom units, 12 IAC units, two hearing impaired units, and one two bedroom unit. The building is fully ADA equipped. The site also includes a 25-car parking lot.

THE GRAND PLAZA, CHICAGO, IL
Assistant project manager for this 1.7 million-square-foot, apartment high-rise consisting of a 57-story and a 37-story tower, which covers an entire city block. The structure's 758 apartments will range from studios to three-bedroom penthouse units with 2,300 square feet of space. Building amenities include a fitness center with a swimming pool, sauna, whirlpool and an outdoor running track circling the perimeter of the space.

DEARBORN TOWER, CHICAGO, IL
Assistant project manager for this 16-story, 500,000 square foot residential structure. The structure features loft, duplex and penthouse units. With more than 100 potential floorplans, each unit is unique.

Luxury appointments include hard wood floors, granite countertops and gourmet kitchens. Amenities include a 24-hour door attendant, indoor parking for 320, fitness room, conference center, high-speed elevators and a sundeck.

FOUR SEASONS CHICAGO ROOM RENOVATIONS, CHICAGO, IL
Project manager for this renovation of 343 guestrooms and bathroom to include new carpet and wallcoverings; bathrooms with have new stone floors and vanities.

UNIVERSITY OF ILLINOIS AT CHICAGO SOUTH CAMPUS PARKING STRUCTURE, CHICAGO, IL
Project manager for this 228,000-square-foot, 4 story parking structure for the University of Illinois - Chicago Campus. This cast-in-place, post-tensioned structure will feature a precast concrete exterior, and will include space for 655 cars.

RICHARD T. ZALESKI CENTER FOR CHILDREN AND YOUTH, CHICAGO, IL
Project manager for the construction of a 11,000-square-foot youth center for the Chicago Youth Program that includes a gym, daycare center, and office space.

BARTLETT HIGH SCHOOL, BARTLETT, IL
Assistant project manager for the construction of a new 375,000-square-foot high school for school district U-46 consisting of three interconnected segments including a academic spaces, a facility for robotics and technology and gymnasium.

WEST SIDE TECHNICAL INSTITUTE, CHICAGO, IL
Assistant project manager for this \$30 million, 175,582 SF, two-story structural steel brick veneer building built on caissons featuring a three-story atrium entryway, cafeteria, 5,521-square-foot day care center along with a brick enclosed outdoor play area with a rubberized play surface.

MCHUGH INTERNATIONAL, MOSCOW, RUSSIA
Mr. Locasto performed as project manager for the following projects:

EUREASTCO, MOSCOW, RUSSIA
McHugh performed core and shell work for a 5-story, 65,000 square foot office building.

CATERPILLAR EASTERN EUROPEAN HQ, MOSCOW, RUSSIA
A 25,000-square-foot office built out in a 5 story existing structure. McHugh self-performed all work including mechanical, electrical, plumbing, and finishes.

JP MORGAN, MOSCOW, RUSSIA
The complete interior construction of a 32,000-square-foot office and banking facility.

LIGETT-DUCAT, MOSCOW, RUSSIA
McHugh performed all mechanical, electrical, and plumbing work for this tobacco factory.
CREDIT-SUISSE/FIRST BOSTON, MOSCOW, RUSSIA
An 80,000-square-foot, 14-story renovation into Class A office space.

EDUCATION

B.S., Building Construction, Purdue University, 1989

REFERENCES

Greg Miller, Miller Ferguson (773) 818-6261

Don Biernacki, Related Midwest (312)832-4250

MIKE CHLAPATY

Superintendent

Role and Responsibility Superintendent / Mr. Chlapaty is responsible for overseeing construction methods, supervising and coordinating activities of work crews, equipment selection, scheduling, and procurement.

Experience Mr. Chlapaty possesses 37 years of construction experience—21 of those with McHugh. He brings a wealth of knowledge of construction oversight and scheduling to every project. Mr. Chlapaty possesses extensive experience with both renovation projects and new construction.

SKY55, CHICAGO, IL
 Superintendent / A 580,000-square-foot, mixed-use complex with a 40-story residential tower with 400 units, a 10-story senior residence with 100 units, parking facility and retail space. Committed to sustainable design principles, the building team included green roofs, filled with perennials and walking paths, atop both the seven-story parking garage and the senior building.

HYATT REGENCY CHICAGO GRAND BALLROOM & COLUMBUS HALL RENOVATION, CHICAGO, IL
 Superintendent / Renovation of 50,000-square-foot of space that included the hotel's ballroom, Columbus Hall, and the pre-function areas. The fast-track project was completed in 25 calendar days. Crews worked around the clock and while the hotel remained operational.

HOTEL 71, CHICAGO, IL
 Superintendent / Two-phase renovation that included guest rooms, lobby, corridors, passenger elevators, meeting rooms and a new hotel bar/restaurant, Hoyt's. The hotel remained in operation while the work was completed.

HYATT O'HARE, ROSEMONT, IL
 Superintendent / McHugh has completed various projects at the property including renovations to the lobby restrooms, the ballroom prefunction area and installation of new ballroom and meeting room doors; the renovation of garage vestibules including finishes, storefront and security upgrades and the walkway from the garage to the hotel lobby. All work was phased and was performed while the hotel remained fully operational.



HYATT REGENCY WEST TOWER REHABILITATION, CHICAGO, IL
 Superintendent / Interior renovation of 952 rooms completed in eleven weeks. Renovation work included the replacement of acoustical ceilings, ceramic tile, existing wall coverings, hardware and the replacement of all carpeting and finishes.

HYATT REGENCY EAST TOWER REHABILITATION, CHICAGO, IL
 Superintendent / Interior renovation of 1,028 rooms completed in thirteen weeks. Work included the replacement of acoustical ceilings, ceramic tile, existing wall coverings, hardware and the replacement of all carpeting and finishes and ADA upgrades.

HOTEL ALLEGRO, CHICAGO, IL
 Superintendent / A floor-by-floor renovation of 482 guestrooms. Work included upgrading life safety systems, installing sprinkler systems, and upgrading the mechanical systems, installing new plumbing risers for hot and cold water, and improved heating and cooling systems with automated thermostats. The project also included overseeing painting and wallpapering the rooms and hallways.

CHICAGO PATROLMEN'S FEDERAL CREDIT UNION, CHICAGO, IL
 Superintendent / This steel structure features curtainwall, punctuated by decorative metal panels, on three sides of its exterior, with precast concrete panels on its south elevation. Inside, office and consumer banking space is highlighted by the lobby, with a large terrazzo floor inlaid with the Chicago Police logo. The second floor includes a 1,400-square-foot outdoor terrace.

ONE11 WEST ILLINOIS, CHICAGO, IL
 Superintendent / A 10-story, 227,600-square-foot office building that incorporated many green building, and sustainable design and performance elements.

OPEN ROAD TOLLING PROJECT, DIXON, IL
Superintendent / Construction of a new toll plaza on I-88. The new facility features two open road tolling lanes and two manned booths, and a pedestrian bridge for toll workers.

ILLINOIS STATE TOLLWAY OASIS REDEVELOPMENT
O'Hare and Belvidere Oases
Superintendent / Complete renovation of seven existing oases on the Illinois Tollway System. Renovations included restaurants, restrooms, retail space, and site work.

BUTTERFIELD COUNTRY CLUB, OAK BROOK, IL
Superintendent / Extensive addition and renovation project that included demolition of the existing interior and the replacement of HVAC systems, electrical systems, and plumbing.

YORK COMMUNITY HIGH SCHOOL, ELMHURST, IL
Superintendent / This school consisted of two main components. The first component housed all academic subject areas and resources. The second component consisted of competition gyms, field house, and the existing aquatic center. The 3-story, 295,000 SF first phase was completed three months ahead of schedule.

AMERICAN AIRLINES G CONCOURSE RENOVATION, O'HARE INTL. AIRPORT, CHICAGO, IL
Superintendent / Work included the installation of six clerestory Sky Vaults, relocating exit stairs, expanding link bridges to existing rotunda building, replacing MEP and fire protection systems, renovating holding rooms, support spaces, bathrooms, and renovating the structures exterior including the roof. All work was performed while the Concourse remains in operation.

CHICAGO ACADEMY OF SCIENCES-NATURE MUSEUM, CHICAGO, IL
Superintendent / This building encloses 75,000 SF, and is configured into two distinct elements connected by a two-story entrance atrium.

HILLCREST COUNTRY CLUB
Superintendent / 40,000-square-foot upscale addition/renovation to the exclusive Hillcrest Country Club.

AMERICAN AIRLINES "G" CONCOURSE RENOVATION
Superintendent / Airside installation of caissons to accommodate passenger loading bridges and the construction of a 6,800-square-foot waiting lounge and four new gates.

Education
B.S. Forestry, Southern Illinois University, 1974

References
Mr. Mike Ricamato, The Alter Group
(847) 652-5861

Mr. Scott Amey, Chicago Patrolmen's Federal Credit Union
(312) 726-1827



RELEVANT EXPERIENCE

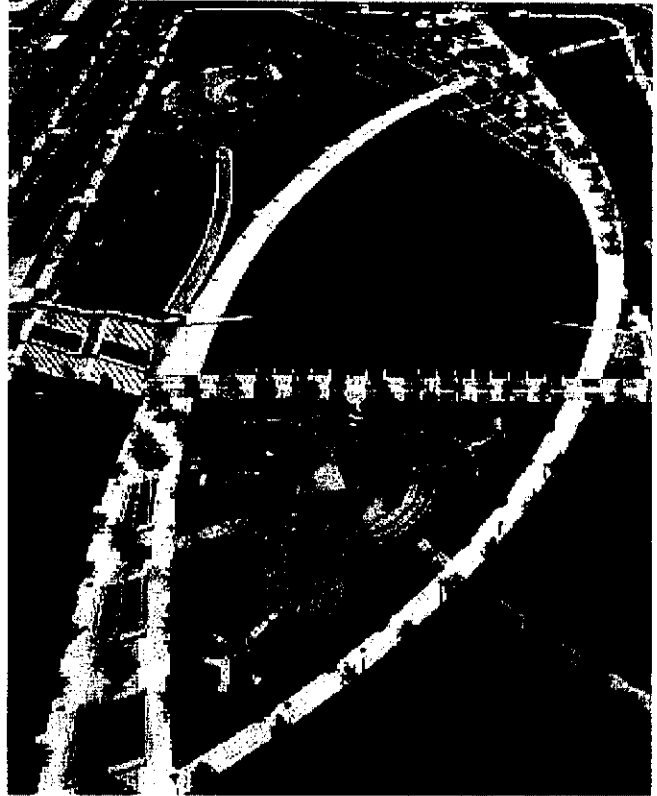
Lakeshore East Infrastructure and Park

A 26-acre multiuse development that includes a mix of townhouses and highrise structures, a hotel, office buildings and a public park.

The project includes a 345-foot long, 100-foot wide bridge that connects upper Randolph Street to East Benton Place in the Lakeshore East neighborhood. Crews used 3,000 cubic yards of concrete in the cast-in-place grade beams, piers and pier caps which support the AASHTO precast bridge girders. A 2-inch latex overlay covers the wearing surface of the roadway.

The project also includes extensive landscaping with precast planters and lighting to support pedestrian usage.

The Lakeshore East Development was awarded the 2008 FIABCI PRIX d'Excellence Award by the International Real Estate Federation.

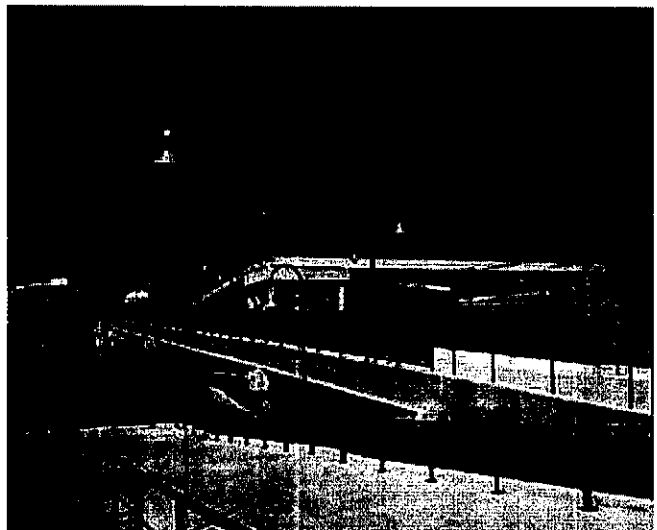


Lakeshore East Infrastructure and Park

18th Street Pedestrian Bridge

The 18th Street Pedestrian Bridge project consisted of a pedestrian bridge, busway crossing, and bus turnaround.

The 1,400-foot-long bridge connects Calumet Avenue to the existing 17th Street underpass at Lake Shore Drive. The bridge is 16 feet wide and features 4 foot railings to allow for both bicycle and pedestrian traffic providing access to the new Soldier Field and the Museum Campus. The 57-foot busway bridge features a foundation of 16 steel H piles, with a cast-in-place concrete superstructure and a high performance concrete deck with latex overlay. The design-build method allowed for the entire project to be completed in just over 5 months. The project represents the CDOT's first design-build endeavor, and was awarded a 2004 Engineering Excellence Merit Award by the Consulting Engineers Council of Illinois.



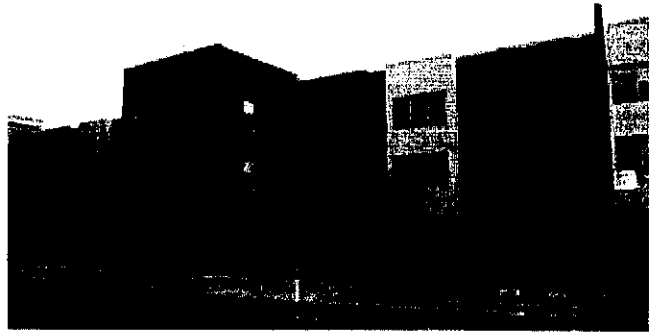
18th Street Pedestrian Bridge

Roosevelt Square Phase 1 & 2

A redevelopment of the former Chicago Housing Authority ABLA homes, Roosevelt Square is a mixed-income, multi-use mega project that encompasses more than 100 acres over 37 city blocks.

Phase 1 included 414 multi-family residences along with 11,000 square feet of retail space. The buildings feature a mix of traditional Chicago architecture and building types, consisting of six-flats and courtyard-style buildings. Homes range from one to four bedrooms. Phase 2 is comprised of 23 buildings with 192 rental units. These buildings range in size from 4 to 15 units and 860 to 1,500 square feet, and feature the work of multiple architects. A retail portion totals 5,000 square feet.

Construction incorporated as many green features as possible: homes feature high-efficiency heating, cooling and hot water systems; insulated window glazing and water piping, sealed ductwork and programmable thermostats were included to cut energy use. To reduce heat loads, reflective roofing systems were installed. Extensive green space, including landscaped public spaces and individual green spaces with seasonal plants and flowers at each building, also enhance livability.



Roosevelt Square Phase 1



Roosevelt Square Phase 2

MCPON Plackett Manor Bachelor Enlisted Quarters

This design-build bachelor enlisted quarters project includes a training site and a hospital site. The naval training center includes seven separate buildings ranging from three to five stories and houses approximately 2,000 sailors. These residential structures include lounge facilities, exercise rooms, learning resource centers, laundry facilities and game rooms.

The naval hospital consists of two "U" shaped buildings with four stories each. The hospital site is designed to create a more residential community like that of the training center.

The project was designed to maximize energy efficiency, minimize environmental impact, promote occupant comfort and health, and conserve natural resources. This sustainable showcase integrates with and compliments the character of existing architecture on the base.

The project was awarded the White House 2000 Closing the Circle Award for Model Facility Demonstration and a Special Recognition Award for Sustainable Design-Build from the Design-Build Institute of America.



MCPON Plackett Manor Bachelor Enlisted Quarters

BUSINESS ORGANIZATION:

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

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

X Corporation: State of Incorporation: Illinois

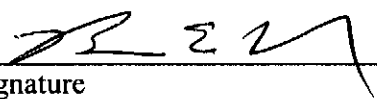
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

See Attached

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

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

James McHugh Construction Co. (Corporate Seal)
Business Name

 Bruce E. Lake
Signature Print or type name

President January 27, 2011
Title Date

JAMES McHUGH CONSTRUCTION CO.

OFFICERS

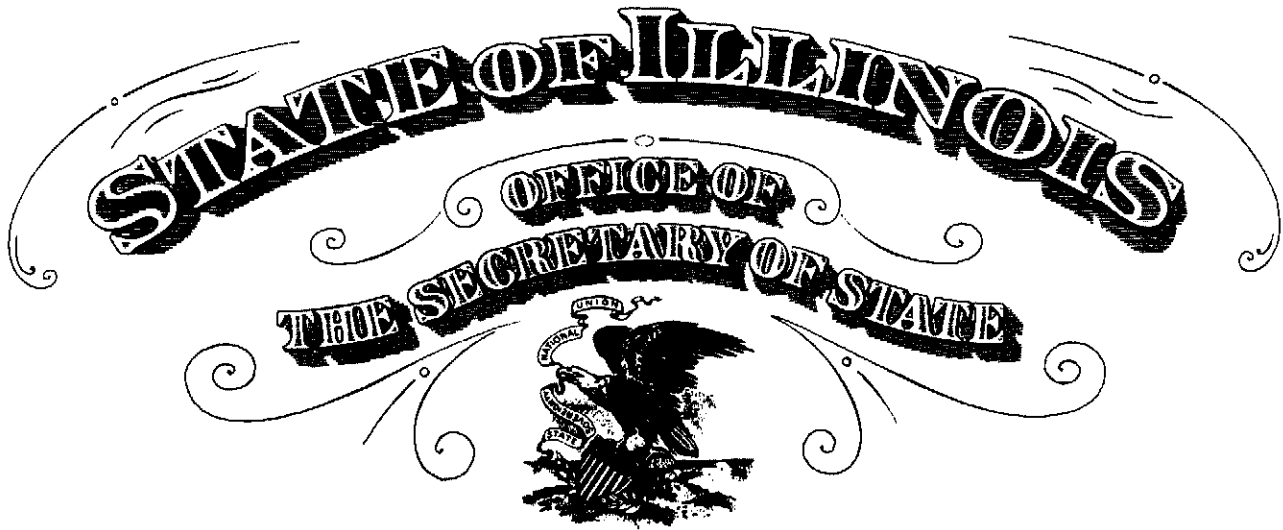
| | | |
|----------------------|------------------------------|--|
| Bruce E. Lake | President | 1737 S. Michigan Ave., Chicago, IL 60616 |
| Patrick J. Seery | Vice President and Treasurer | Same |
| Benjamin A. Johnston | Vice President and Secretary | Same |
| James R. McHugh | Vice President | Same |
| Patricia McHugh | Vice President | Same |
| Mike Meagher | Vice President | Same |
| Bob Soldan | Vice President | Same |
| John Sheridan | Vice President | Same |
| Dave Alexander | Vice President | Same |
| Bob Mortimer | Vice President | Same |
| Mike Gould | Vice President | Same |
| Steve Wiley | Vice President | Same |
| Randy Bullard | Vice President | Same |
| Peter Campagnolo | Vice President | Same |
| John Kelly | Vice President | Same |
| Brian Fish | Vice President | Same |

DIRECTORS

| | |
|--------------------|--|
| James P. McHugh | 1737 S. Michigan Ave., Chicago, IL 60616 |
| James R. McHugh | Same |
| Patricia H. McHugh | Same |

James McHugh Construction Co. is authorized to do business in the State of Illinois.

Date of Incorporation: May 2, 1927



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

JAMES MCHUGH CONSTRUCTION CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 02, 1927, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of JANUARY A.D. 2012 .

Jesse White

Authentication #: 1202002200

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Bruce E. Lake, being first duly sworn certify and say


that I am President
(insert "sole owner," "partner," "president," or other proper title)

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



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 27th Day
of January, 2012.



Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.


F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

ACKNOWLEDGED AND AGREED TO:

NAME: Bruce E. Lake

SIGNATURE: 

WITNESS: 

DATE: January 27, 2012

**VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

Bruce E. Lake, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

James McHugh Construction Co., having submitted a proposal for:
(Name of Company)

Main Street Area Roadwork - Ravinia Ave. North Extension & Main Street
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved 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.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all employee drivers is/are currently participating in a
(Name of employee/driver or "all employee drivers")

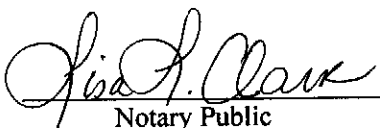
drug and alcohol testing program pursuant to the aforementioned rules.

- 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; **OR**
- 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: 
(Officer or Owner of Company named above)

Subscribed and sworn to Before me
this 27th day of January, 2012.


Notary Public

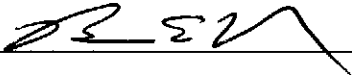


APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Bruce E. Lake, having been first duly sworn depose and state as follows:

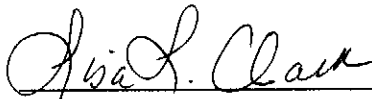
I, Bruce E. Lake, am the duly authorized agent for James McHugh Construction Co., which has submitted a bid to the Village of Orland Park for Main Street Area Roadwork, Ravina and I hereby certify
(Name of Project) Avenue, Orland Park, IL
that James McHugh Construction Co.
(Name of Company)

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

By: 

Title: President

Subscribed and Sworn to
Before me this 27th
Day of January, 2012


Notary Public



REFERENCES

SEE ATTACHED

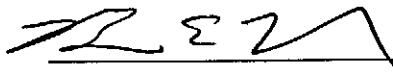
(Please type)

ORGANIZATION Magellan Development Group
ADDRESS 225 N. Columbus, Suite 100
CITY, STATE, ZIP Chicago, IL 60601
PHONE NUMBER (312) 642-8869
CONTACT PERSON David Carlins
DATE OF PROJECT Multiple projects / repeat client for over 11 years

ORGANIZATION Related Midwest
ADDRESS 350 W. Hubbard, Suite 301
CITY, STATE, ZIP Chicago, IL 60610
PHONE NUMBER (312) 595-7400
CONTACT PERSON Don Biernacki
DATE OF PROJECT Multiple projects / repeat client over 10 years

ORGANIZATION JK Equities
ADDRESS 1530 S. State Street, Suite 200
CITY, STATE, ZIP Chicago, IL 60605
PHONE NUMBER (516) 429-6729
CONTACT PERSON Jerry Karlik
DATE OF PROJECT Multiple projects / repeat client for 10 years

Bidder's Name: James McHugh Construction Co.

Signature & Date:  January 27, 2012

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

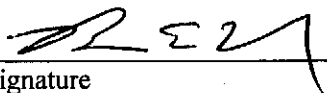
PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

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

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

ACCEPTED & AGREED THIS _____ DAY OF January 27, 2012



Signature
Bruce E. Lake
Printed Name & Title

Authorized to execute agreements for:
James McHugh Construction Co.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE (MM/DD/YYYY)
02/08/2012

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 Willis of Illinois, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191 | CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 | | |
| | E-MAIL ADDRESS: certificates@willis.com | | |
| INSURED James McHugh Construction Co. 1737 S Michigan Avenue Chicago, IL 60616 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: The Travelers Indemnity Company of Connec | | 25682-002 |
| | INSURER B: Allied World Assurance Company (US) Inc. | | 19489-003 |
| | INSURER C: Travelers Property Casualty Company of Am | | 25674-004 |
| | INSURER D: Indian Harbor Insurance Company | | 36940-001 |
| INSURER E: | | | |
| INSURER F: | | | |

COVERAGES CERTIFICATE NUMBER: 17412625 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADD'L INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------|----------|---------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | VTC2KCO3808B600IND | 11/1/2011 | 11/1/2012 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | | VTOCAP5807B01ACOF11 | 11/1/2011 | 11/1/2012 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 03070678 | 11/1/2011 | 11/1/2012 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | VTC2JUB4746B64011 | 11/1/2011 | 11/1/2012 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 | Contractors Pollution Liability | | | PEC002943002 | 11/1/2011 | 11/1/2012 | \$1,000,000 Each Occurrence \$1,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Job #521 - Main Street Area Roadwork - Ravinia Ave. North Extension & Main Street

The Village of Orland Park, and their required officers, trustees, directors, employees and agents are Additional Insureds pertaining to the General Liability and Auto Liability policies 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.

This insurance is Primary with the insurance issued directly to the Additional Insureds.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| The Village of Orland Park Attn: Denise Domalewski, Contract Administrator 14700 S. Ravinia Ave. Orland Park, IL 60462 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Andrea Paine</i> |

Coll:3629057 Tpl:1403297 Cert:17412625 ©1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

| | | | |
|------------------------------------|-----------|---|--|
| AGENCY Willis of Illinois, Inc. | | NAMED INSURED James McHugh Construction Co. 1737 S Michigan Avenue Chicago, IL 60616 | |
| POLICY NUMBER See First Page | | EFFECTIVE DATE: See First Page | |
| CARRIER See First Page | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation in favor of the Additional Insureds is included on the General Liability and Workers Compensation policies only as permitted by law.

**PERFORMANCE
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 105721724

CONTRACTOR:

(Name, legal status and address)

James McHugh Construction Co.
1737 S. Michigan Avenue
Chicago, Illinois 60616

SURETY:

(Name, legal status and principal place of business)

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

OWNER:

(Name, legal status and address)

Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462

CONSTRUCTION CONTRACT

Date:

Amount: \$1,699,831.00

Description: **Demolition of West Wing of Orland Park shopping center; construction of Ravinia Avenue North Extension; Utility Relocation including storm sewer under 143rd Street; Decorative Streetscape, 143rd Street and LaGrange Road in Orland Park, Illinois.**

(Name and location)

BOND

Date: February 8th, 2012

(Not earlier than Construction Contract Date)

Amount: \$1,699,831.00

Modifications to this Bond: X None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
James McHugh Construction Co.

SURETY

Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: 

Name and Title:

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

Signature: 

Name and Title: Gina M. Damato, Attorney-In-Fact

(FOR INFORMATION ONLY – Name, address and telephone)
AGENT or BROKER:

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

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

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

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

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

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

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

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

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

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

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

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

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment of 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.

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

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

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

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

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontract,

purchase orders and other obligations.

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)
Signature: _____
Name and Title: _____
Address: _____

Company: _____ (Corporate Seal)
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. 224616

Certificate No. 004706688

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Rosemary Muliere, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Petersen, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Heather Seguin, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, David Letcher, Andrew Stontz, Ann Mulder, Matthew Donovan, Joanna L. Leggett, Matthew Tobias, Nenad Osmanovic, Launa Reidenbach, William Matthews, and Mary D. Thomas

of the City of Naperville/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.

STATE OF ILLINOIS }
COUNTY OF COOK }

On this 8th day of February, 2012, before me personally appeared Gina M. Damato, 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.



[Handwritten signature of Oscar F. Rincon]

State of Connecticut
City of Hartford ss.

By: [Handwritten signature of George W. Thompson]
George W. Thompson, Senior Vice President

On this the 24th day of January, 2012, before me personally appeared George W. Thompson, 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.



[Handwritten signature of 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 8th day of February, 2012

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
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.

**PAYMENT
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

Bond No.: 105721724

CONTRACTOR:

(Name, legal status and address)
James McHugh Construction Co.
1737 S. Michigan Avenue
Chicago, Illinois 60616

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER:

(Name, legal status and address)
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462

CONSTRUCTION CONTRACT

Date:
Amount: \$1,699,831.00
Description: **Demolition of West Wing of Orland Plaza shopping center; Construction of Ravinia Avenue North Extension; Utility Relocation including storm sewer under 143rd Street; Decorative Streetscape at 143rd Street and LaGrange Road in Orland Park, Illinois.**

BOND

Date: February 8th, 2012
(Not earlier than Construction Contract Date)

Amount: \$1,699,831.00

Modifications to this Bond: None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
James McHugh Construction Co.

SURETY

Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America

Signature: 

Name and

Title:

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

Signature: 

Name and

Title: Gina M. Damato, Attorney-In-Fact

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of the 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 jurisdiction where the labor, materials or equipment were furnished.

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

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

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

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

be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

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

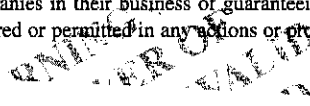
Attorney-In Fact No. 224616

Certificate No. 004706686

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Rosemary Muliere, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Petersen, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Heather Seguin, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, David Letcher, Andrew Stontz, Ann Mulder, Matthew Donovan, Joanna L. Leggett, Matthew Tobias, Nenad Osmanovic, Launa Reidenbach, William Matthews, and Mary D. Thomas

of the City of Naperville/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.



STATE OF ILLINOIS }
COUNTY OF COOK }

24th

On this 8th day of February, 2012, before me personally appeared Gina M. Damato 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.



[Handwritten signature of Oscar F. Rincon]

State of Connecticut
City of Hartford ss.

By: [Handwritten signature of George W. Thompson, Senior Vice President]

On this the 24th day of January, 2012, before me personally appeared George W. Thompson, 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.



[Handwritten signature of 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 8th day of February, 20 12

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
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.