

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2009-0602

Multi Year:

Amount \$1,233,482.00

Contract Type:

Small Construction/Inst

Contractor's Name:

Brothers Asphalt Paving, Inc.

Contractor's AKA:

Execution Date:

2/24/2010

Termination Date:

7/1/2010

Renewal Date:

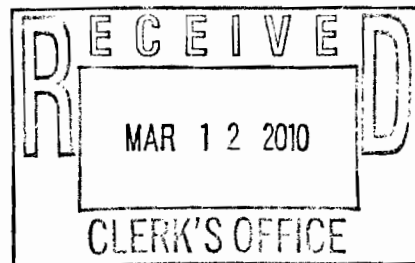
Department:

Public Works/Water & Sewer

Originating Person:

John Ingram

Contract Description: 143rd & LaGrange Watermain Improvement



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

March 12, 2010

Mr. Nick Colella
Brothers Asphalt Paving, Inc.
315 S. Stewart Avenue
Addison, Illinois 60101

RE: *NOTICE TO PROCEED*
143rd and LaGrange Rd. Watermain Improvement

Dear Mr. Colella:

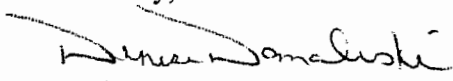
This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents and bonds in order for work to commence on the above stated project as of March 10, 2010. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Ed Wilmes at 708-403-6357 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 February 24, 2010 in an amount not to exceed One Million Two Hundred Two Thousand Seven Hundred Thirty-Nine and No/100 (\$1,202,739.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

Encl:

cc: Ed Wilmes
John Ingram
George Schober, V3

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

February 24, 2010

Mr. Nick Colella
Brothers Asphalt Paving, Inc.
315 S. Stewart Avenue
Addison, Illinois 60101

NOTICE OF AWARD – 143rd and LaGrange Rd. Watermain Improvement

Dear Mr. Colella:

This notification is to inform you that on December 21, 2009, the Village of Orland Park Board of Trustees approved awarding Brothers Asphalt Paving, Inc. the contract in accordance with the bid you submitted dated December 2, 2009, for 143rd and LaGrange Rd. Watermain Improvement for an amount not to exceed One Million Two Hundred Two Thousand Seven Hundred Thirty-Nine and No/100 (\$1,202,739.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 10, 2010.

1. Attached is the Contract for 143rd and LaGrange Rd. Watermain Improvement. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.
3. Please submit Performance and Payment Bonds, dated February 24, 2010. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Ed Wilmes
John Ingram
George Schober, V3

VILLAGE OF ORLAND PARK
143rd & LaGrange Watermain Improvement
(Contract for Small Construction or Installation Project)

This Contract is made this **24th day of February, 2010** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Brothers Asphalt Paving, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Contract

The Terms and General Conditions pertaining to the Contract

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

- The Invitation to Bid
- The Instructions to the Bidders

The Bid Proposal dated December 2, 2009, as it is responsive to the VILLAGE's bid requirements

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:

This project consists of the installation of approximately 5,500 lineal feet of six-inch (6"), eight-inch (8"), ten-inch (10"), and twelve-inch (12") ductile iron watermain in the vicinity of the intersection of 143rd Street and LaGrange Road, including but not limited to valve vaults, fire hydrants, and associated roadway, driveway, parking lot, curb and gutter, and sidewalk restoration.

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

Unit Prices:

As provided within Bid Proposal dated December 2, 2009

Alternate 1:

As provided within Bid Proposal dated December 2, 2009, if chosen

II – REQUIRED BID SUBMISSION DOCUMENTS

November 20, 2009

ADDENDUM #1

TO: All Bidders
FROM: George Schober, V3 Companies
ON BEHALF OF: The Village of Orland Park
SUBJECT: 143rd Street and LaGrange Road Watermain Improvements
BID OPENING DATE: December 2, 2009, 11:00 AM local Prevailing time

The bid documents for the project have been revised. The attached documents shall replace the corresponding items in the original bid documents package and include the following:

Replace: Page #16 - Unit Price Bid Sheet
Add: Pre-Bid Meeting Summary

The changes are as listed in the Addendum No. 1 summary, attached.

It is requested that you sign this Addendum #1, acknowledging its receipt, and include it with your bid documents. Failure to do so may disqualify your bid. Contact George Schober of V3 Companies at gschober@v3co.com with any questions.

Signature

Mary Candilla

Title

Secretary

Name of Firm

Brothers Asphalt Paving, Inc.

Address

315 S. Stewart Avenue, Addison, IL 60101

Phone Number

630-458-7602

November 25, 2009

ADDENDUM #2

TO: All Bidders

FROM: George Schober, V3 Companies

ON BEHALF OF: The Village of Orland Park

SUBJECT: 143rd Street and LaGrange Road Watermain Improvements

BID OPENING DATE: December 2, 2009, 11:00 AM local Prevailing time

The bid documents for the project have been revised. The attached documents shall replace the corresponding items in the original bid documents package and include the following:

- Replace: Page #16 & 17 - Unit Price Bid Sheet**
- Replace: Special Provision Page 48**

The changes are as listed in the Addendum No. 1 summary, attached.

It is requested that you sign this Addendum #2, acknowledging its receipt, and include it with your bid documents. Failure to do so may disqualify your bid. Contact George Schober of V3 Companies at gschober@v3co.com with any questions.

Signature Mary Candella

Title Secretary

Name of Firm Brothers Asphalt Paving, Inc.

Address 315 S. Stewart Avenue, Addison, IL 60101

Phone Number 630-458-1762

PAID
11/30/09

BIDDER SUMMARY SHEET

Proposed Watermain Improvement, 143rd Street & LaGrange Rd.
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Brothers Asphalt Paving, Inc.

Address: 315 S. Stewart Avenue

City, State, Zip Code: Addison, IL 60101

Contact Person: Nick Colella

FEIN #: 36-3872203

Phone: (630) 458-1762 Fax: (630) 458-1763

E-mail Address: bapinc@brothersasphaltpaving.com

Signature of Authorized Signee: Nick Colella

Title: President Date: 12/2/09

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. 1, Dated 11/20/09

Addendum No. 2, Dated 11/25/09

TOTAL BID PRICE: \$ 1,202,739.00

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.
(NOTE: At least 60 days should be allowed for evaluation and approval.)

UNIT PRICE BID SHEET:

Notes: Items for which a Special provision is provided in addition to a standard IDOT Pay Item Number, the Special Provision is intended to supplement the provisions of the SSRBC and the pay item, and not to replace it the provisions of the SSRBC in their entirety.

IDOT PAY ITEM / SPECIAL PROV.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
SP-08	PRE-CONSTRUCTION VIDEO TAPING	L SUM	1	1,775.00	\$ 1,775.00
SP-09	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	5,700.00	\$ 5,700.00
SP-10	EROSION AND SEDIMENT CONTROL	L SUM	1	5,000.00	\$ 5,000.00
SP-11	TRAFFIC CONTROL AND PROTECTION	L SUM	1	25,000.00	\$ 25,000.00
20100110 / SP-12	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	INCH DIA.	145	15.00	\$ 2,175.00
20100210 / SP-12	TREE REMOVAL (OVER 15 UNITS DIAMETER)	INCH DIA.	50	15.00	\$ 750.00
SP-13	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	CU YD	282	60.00	\$ 16,920.00
25000920 / SP-14	SEEDING, CLASS IA (SPECIAL)	ACRE	0.63	16,000.00	\$ 10,080.00
25100630	EROSION CONTROL BLANKET	SQ YD	3,054	3.00	\$ 9,162.00
35100120 / SP-15	AGGREGATE BASE COURSE, TYPE A 2"	SQ YD	633	3.00	\$ 1,899.00
35102200	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	1,990	10.00	\$ 19,900.00
40201000 / SP-16	AGGREGATE FOR TEMPORARY ACCESS	TON	1480	12.00	\$ 17,760.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	180	80.00	\$ 14,400.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	180	75.00	\$ 13,500.00
42400200 / SP-17	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	5,700	4.60	\$ 26,220.00
42400800	DETECTABLE WARNINGS	SQ FT	202	37.00	\$ 7,474.00
44000100	PAVEMENT REMOVAL	SQ YD	1,419	10.00	\$ 14,190.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	571	10.00	\$ 5,710.00
44000300	CURB REMOVAL	FOOT	391	3.00	\$ 1,173.00

¹ Denotes Contingency Item (nominal quantity provided to establish a Unit Price cost for the contract).

IDOT PAY ITEM / SPECIAL PROV.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	873	3.00	\$ 2,619.00
44000600	SIDEWALK REMOVAL	SQ FT	5,700	1.00	\$ 5,700.00
44003500 / SP-19	MEDIAN REMOVAL & REPLACEMENT (SPECIAL)	SQ FT	1,209	15.00	\$ 18,135.00
44201794	CLASS D PATCHES, TYPE III, 12 INCH	SQ YD	181	56.00	\$ 10,136.00
44201796	CLASS D PATCHES, TYPE IV, 12 INCH	SQ YD	1,128	56.00	\$ 63,168.00
56102900 / SP-20	DUCTILE IRON WATER MAIN 4"	FOOT	11	80.00	\$ 880.00
56103000 / SP-20	DUCTILE IRON WATER MAIN 6"	FOOT	81	90.00	\$ 7,290.00
56103100 / SP-20	DUCTILE IRON WATER MAIN 8"	FOOT	405	105.00	\$ 42,525.00
56103200 / SP-20	DUCTILE IRON WATER MAIN 10"	FOOT	12	110.00	\$ 1,320.00
56103300 / SP-20	DUCTILE IRON WATER MAIN 12"	FOOT	5,038	111.00	\$ 559,218.00
56104600	¹ WATER VALVES 2"	EACH	1	1,500.00	\$ 1,500.00
56104800	¹ WATER VALVES 4"	EACH	1	1,550.00	\$ 1,550.00
56104900	WATER VALVES 6"	EACH	4	1,200.00	\$ 4,800.00
56105000	WATER VALVES 8"	EACH	4	1,500.00	\$ 6,000.00
56105100	WATER VALVES 10"	EACH	1	2,000.00	\$ 2,000.00
56105200	WATER VALVES 12"	EACH	20	2,200.00	\$ 44,000.00
56400400 / SP-21	FIRE HYDRANTS TO BE RELOCATED	EACH	1	4,000.00	\$ 4,000.00
56400500 / SP-21	FIRE HYDRANTS TO BE REMOVED	EACH	10	200.00	\$ 2,000.00
56400820 / SP-22	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	18	3,000.00	\$ 54,000.00
59300100	¹ CONTROLLED LOW-STRENGTH MATERIAL	CU YD	50	90.00	\$ 4,500.00
60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	29	1,350.00	\$ 39,150.00
60600605	CONCRETE CURB, TYPE B	FOOT	464	23.00	\$ 10,672.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	401	20.00	\$ 8,020.00

¹ Denotes Contingency Item (nominal quantity provided to establish a Unit Price cost for the contract).

IDOT PAY ITEM / SPECIAL PROV.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	226	23.00	\$ 5,198.00
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	173	35.00	\$ 6,055.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	65	40.00	\$ 2,600.00
XX001047 / SP-25	VALVE VAULTS TO BE ABANDONED	EACH	13	150.00	\$ 1,950.00
XX003402 / SP-26	WATER MAIN INSULATION	FOOT	116	10.00	\$ 1,160.00
XZ127900 / SP-27	RETAINING WALL REMOVAL	FOOT	25	35.00	\$ 875.00
SP-28	SEGMENTAL BLOCK RETAINING WALL	SQ FT	100	40.00	\$ 4,000.00
SP-29	1-1/2" WATER SERVICE LINE RECONNECTED	EACH	10	1,800.00	\$ 18,000.00
SP-29	2" WATER SERVICE LINE RECONNECTED	EACH	4	2,000.00	\$ 8,000.00
SP-30	PVC CASING PIPE 4"	FOOT	17	10.00	\$ 170.00
SP-30	PVC CASING PIPE 16"	FOOT	219	30.00	\$ 6,570.00
SP-30	PVC CASING PIPE 24"	FOOT	904	60.00	\$ 54,240.00
SP-31	WROUGHT IRON FENCE REMOVAL AND RE-ERECTION	FOOT	30	65.00	\$ 1,950.00
	Total				\$ 1,202,739.00

ALTERNATES:

HMA Sidewalk may be used to restore existing sidewalks that are removed in lieu of PCC Sidewalk 5" at locations where the Village deems this type of restoration to be acceptable. The alternate price below shall be the entire cost of the installation of the HMA sidewalk.

SP-18	HMA SIDEWALK (ALTERNATE 1)	SQ FT	5,700	4.00	\$ 22,800.00
	Total				\$ 22,800.00

¹ Denotes Contingency Item (nominal quantity provided to establish a Unit Price cost for the contract).

BUSINESS ORGANIZATION:

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

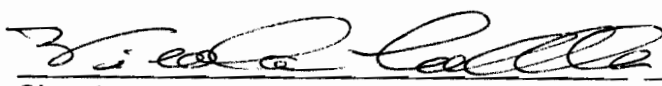
_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

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.

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.

Brothers Asphalt Paving, Inc. (Corporate Seal)
Business Name

 Nick Colella
Signature Print or type name

President 12/2/09
Title Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Nick Colella, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Brothers Asphalt Paving, Inc., 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 President

Subscribed and Sworn To
Before Me This 2nd Day
of December, 2009.

Natalia Boyks
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:

BY: *Stella Collier* / President

ATTEST: *Natalia Collier* / Secretary

DATE: *12/2/09*

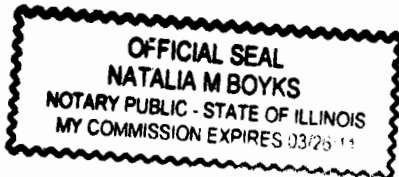
**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor: Brothers Asphalt Paving, Inc.
By: [Signature]
(Authorized Officer) President

Subscribed and Sworn to
before me this 2nd day
of December, 2009

[Signature]
Notary Public



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

Nick Colella, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

Brothers Asphalt Paving, Inc., having submitted a proposal for:
(Name of Company)

Proposed Watermain Improvement 143rd St. & Labrange Rd.
(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
(Name of employee/driver or "all employee drivers")
in a 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: [Signature]
Officer or Owner of Company named above
President

Subscribed and sworn to
Before me this 2nd
Day of December, 2009.

Natalia Boyks
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Nick Colella, having been first duly sworn depose and state as follows:

I, Nick Colella, am the duly authorized agent for Brothers Asphalt Paving, Inc., which has submitted a bid to the Village of Orland Park for Proposed Watermain Improvement and I hereby certify
(Name of Project)

that Brothers Asphalt Paving, Inc.
(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: Nick Colella

Title: President

Subscribed and Sworn to
Before me this 3rd
Day of December, 2009

Natalia M Boyks
Notary Public



REFERENCES

(Please type)

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

see attached

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Bidder's Name: Brothers Asphalt Paving, Inc.

Signature & Date: *[Signature]* 12/2/09 / President

Brothers Asphalt Paving, Inc.
Project Anticipated 2008

1 Owner:

Project:
Amount:
Completion:
Engineer:
Contact:
Phone:

Village of Downers Grove
501 Broadway
Downers Grove, IL 60110
630-292-1000
Village of Downers Grove
Jim Tock
(630) 434-2463

2 Owner:

Project:
Amount:
Completion:
Engineer:
Contact:
Phone:

Bloomington Highway Department
6N030 Rosedale Avenue
Bloomington, IL 60108
2008 Amy Avenue Drainage Improvements
182,802.40
June-2008
Kinsey Engineering
Al Kinsey
(630) 893-4536

3 Owner:

Project:
Amount:
Completion:
Engineer:
Contact:
Phone:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181-2696
Sunset Drive
\$3,269,970.60
December-2008
Village of Villa Park Public Works
Rich Salerno
(630) 834-8505

4 Owner:

Project:
Amount:
Completion:
Engineer:
Contact:
Phone:

Village of Addison
One Friendship Plaza
Addison, IL 60101
Green Street
630-292-1000

Project:
Amount:
Completion:
Engineer:
Contact:
Phone:

Village of Villa Park
December-2008
Village of Villa Park Public Works
Rich Salerno
(630) 834-8505

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park and V3 Companies of Illinois, 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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. 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 2ND DAY OF December, 2009



Signature

Nick Colella/President

Printed Name & Title

Authorized to execute agreements for:

Prothers Asphalt Paving, LLC

Name of Company

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)
Brothers Asphalt Paving, Inc., 315 S. Stewart Ave., Addison IL 60101

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)
Employers Mutual Casualty Company, 1815 S. Meyers Road, Suite 500, Oak Brook Terrace IL 60181

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)
Village of Orland Park
14700 South Ravinia Avenue, Orland Park IL 60462

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Accompanying Bid Dollars (\$10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
Proposed Water Main Improvement, 143rd Street and LaGrange Road

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

Signed and sealed this 2 day of December, 2009

Natalia Bell
(Witness)

Brothers Asphalt Paving, Inc.

[Signature] (Seal)
(Title) *President*

[Signature]
(Witness)

Employers Mutual Casualty Company
Employers Mutual Casualty Company

[Signature] (Seal)
Joel Duckworth, Attorney-in-Fact

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

WE HEREBY PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCSCO Insurance Company, an Iowa Corporation
- 3. EMCSCO Insurance Company of Providence, an Iowa Corporation
- 4. EMCSCO Insurance Company, an Iowa Corporation

- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

are referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

NANCY MARKL, MARY BOWMAN, TODD SILVER, ROXANNE E. CLARK, RANDY MARGISON, JOEL DUCKWORTH, INDIVIDUALLY, AND RON HILLS, ILLINOIS

to be and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING FIVE MILLION DOLLARS (\$5,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2011 unless sooner revoked.

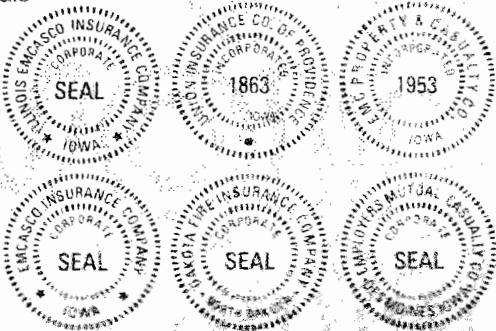
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 5TH day of JUNE, 2007.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7.

Jeffrey S. Birdsley
Jeffrey S. Birdsley
Assistant Secretary

On this 5TH day of JUNE AD 2007 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires September 30, 2009.

Rita Kaminis
Notary Public in and for the State of Iowa

CERTIFICATE

I, RITA KAMINIS, Notary Public in and for the State of Iowa, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies and the Power of Attorney issued, pursuant thereto, on behalf of NANCY MARKL, MARY BOWMAN, TODD SILVER, ROXANNE E. CLARK, RANDY MARGISON, JOEL DUCKWORTH are true and correct and are all in full legal compliance.

The foregoing officers have subscribed my name and affixed the facsimile seal of each Company this 2 day of December, 2009

Dan Hallam
Dan Hallam, Vice President

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AC
BROTH-2

DATE (MM/DD/YYYY)
05/11/09

PRODUCER

Rand-Tec Insurance Agency Inc.
977 Lakeview Parkway, Ste 105
Vernon Hills IL 60061
Phone: 847-367-2633 Fax: 847-367-2636

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Brothers Asphalt Paving Inc.
315 S Stewart Ave
Addison IL 60101

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Selective Insurance	19259
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR XCU Included GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	S1741580	04/30/09	04/30/10	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG				\$ 100,000 \$ 10,000 \$ 1,000,000 \$ 3,000,000 \$ 3,000,000	
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	S1741580	04/30/09	04/30/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	\$ \$ \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	S1741580	04/30/09	04/30/10	EACH OCCURRENCE	\$ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				AGGREGATE \$ \$ \$	
A	OTHER Inland Marine	S1741580	04/30/09	04/30/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 100,000 \$ 100,000 \$ 100,000
					L/R/B Ded	160,000 1,000

DESCRIPTION OF SPECIAL PROVISIONS

PROOF OF COVERAGE

CERTIFICATE HOLDER

CANCELLATION

PROOF OF INSURANCE

PROOF-1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Todd Liber

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LA
BROTH-2

DATE (MM/DD/YYYY)
02/25/10

PRODUCER Rand-Tec Insurance Agency Inc. 977 Lakeview Parkway, Ste 105 Vernon Hills IL 60061 Phone: 847-367-2633 Fax: 847-367-2636	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Brothers Asphalt Paving Inc. 315 S Stewart Ave Addison IL 60101	INSURER A: Selective Insurance Co. of SC	19259
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	S1741580	04/30/09	04/30/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A X	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	S1741580	04/30/09	04/30/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	S1741580	04/30/09	04/30/10	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC7952897	04/30/09	04/30/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	OTHER Inland Marine	S1741580	04/30/09	04/30/10	L/R/B 160,000 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: 143RD AND LAGRANGE RD. WATERMAIN IMPROVEMENT. ADDL INSDS ARE ADDED TO THE GL PRIMARY/NONCONTRIBUTORY PER CG7921 & CG7202 & AUTO PER CA7735 (ATTACHED) W/RESPECT TO WORK PRFMD BY THE NAMED INSD AS REQUIRED BY SIGNED WRITTEN CONTRACT/AGREEMENT: SEE ATTACHED. WAIVER OF SUBROGATION APPLIES TO GL & WC IN FAVOR OF THE ADDITIONAL INSUREDS.

CERTIFICATE HOLDER VILLO-1 VILLAGE OF ORLAND PARK 14700 S. RAVINIA AVE ORLAND PARK IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Todd Liber</i>
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ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC
STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and not contributory in the contract or agreement referred to above.

DESCRIPTION

PAGE FOUND

Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 51 feet)	Page 3
Personal And Advertising Injury	
Contractual Exclusion Amended (Excludes Advertisement)	Page 4
Discrimination and Humiliation Amendment (not applicable in New York; Excludes Advertisement)	Page 7
Products Amendment - Not-for-profit and Golf	Page 4
Product Recall Expense (\$25,000)	
Covered Recall Definition	Page 7
Insuring Agreement	Page 3
Product Recall Expense Definition	Page 8
Product Recall Limit	Page 6
Product Recall Conditions	Page 6
Supplementary Payments Amended - Bail Bonds (\$2,500) and Loss of Earnings (\$500)	Page 4
Temporary Workers	
Employee Definition Amended (including status as an insured)	Page 7
Employer's Liability Exclusion Amended	Page 3
Injuries or Damages by Certain Employees (co-employee damages)	Page 4
Unintentional Failure to Disclose Hazards	Page 7
Waiver of Transfer of Rights of Recovery (subrogation)	Page 7
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

9. "Bodily Injury" or "Property Damage";

10. Any actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets, or any other intellectual property right laws; or

11. "Product Recall Expense" you incur for "your products" which are excluded from any other insurance written by this company.

- Fire, Lightning Or Explosion Damage

The provision of COVERAGE A dealing with Damage to premises while rented to you or temporarily occupied by you with the permission of the owner is amended as follows:

As used in this extension (only, including its use in LIMITS OF INSURANCE, the Declarations and the Other Insurance provisions), the term Damage shall include fire, lightning or explosion.

The Damage to Premises Rented to You Limit of LIMITS OF INSURANCE is amended as follows:

The Damage to Premises Rented to You Limit, for covered fire, lightning or explosion, is the higher of \$100,000, or the amount shown in the Declarations for the Damage to Premises Rented to You Limit. This limit is the most we will pay under COVERAGE A for damages because of "property damage" to any one premises rented to you or temporarily occupied by you with permission of the owner, for all such "property damage" proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three. This Damage to Premises Rented to You Limit is subject to the Each Occurrence Limit.

- Property Damage - "Golfing Facilities"

If you operate a "golfing facility" COVERAGE A is extended to "property damage" to any property not owned by you, caused by golf balls originating from your premises, regardless of your legal liability for the damage. The most we will pay under this extension is \$500 per "occurrence" subject to an annual aggregate of \$2,500, per policy term. No deductible applies to loss under this extension.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

EXCLUSIONS

The exclusion of relating to liability assumed in a contract or agreement only applies to damages arising out of advertisement.

COVERAGE C. MEDICAL PAYMENTS

EXCLUSIONS

- Any Insured Amendment

The following is added to this section:

The exclusion applicable to any insured does not apply to:

1. "Golfing facility" members who are not paid a fee, salary, or other compensation; or
 2. "Not-for-profit members".
- Product Amendment

The exclusion applicable to the "products-completed operations hazard" does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises, if you are a not-for-profit operation or a "golfing facility".

- Recreational Medical Payments - Amateur Golf

If you are a "golfing facility", the exclusion applicable to a person while taking part in athletics does not apply to a person as a result of their participation in amateur athletics that are recreational in nature.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- Expenses For Bail Bonds And Loss Of Earnings

The provisions of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B are amended as follows:

Subject to all other provisions of this section, the limitations for expenses for bail bonds and loss of earnings are increased as follows: we will pay up to \$2,500 for the cost of bail bonds, and up to \$500 a day for loss of earnings because of time off from work.

WHO IS AN INSURED - Amendments

- Not-for-Profit Organization Members

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, WHO IS AN INSURED is amended to include as additional insureds your officials, trustees, board members, insurance managers, and "not-for-profit members", but only with respect to their liability for your activities or activities they perform on your behalf.

- f. products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and not contributory in the contract, agreement or permit referred to above.

The provisions of this coverage extension do not apply unless the written contract or agreement has been executed (executed means signed by the named insured and additional insured) or permit issued prior to the "bodily injury" or "property damage".

- Incidental Malpractice

With respect to the section of WHO IS AN INSURED dealing with employees as insureds, the exclusion relating to providing or failing to provide professional health care services does not apply to nurses, emergency medical technicians or paramedics. But this exception does not apply if you are in the business or occupation of providing any such professional services.

- "Golfing Facilities" - Golf or Tennis Pros

The following are also additional insureds under WHO IS AN INSURED:

If you operate a "golfing facility", any golf or tennis pros. Golf or tennis pros means any person, other than your "employees", whose primary responsibilities include golf or tennis instruction or operation of a golf or tennis pro shop, but only with respect to their liability for your activities, or activities they perform on your behalf, or their liability for the maintenance, use or operation of golf or tennis pro shop premises you lease to them.

LIMITS OF INSURANCE

- Product Recall Amendment

The provision relating to the Products-Completed Operations Aggregate Limit is replaced by the following:

The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

- Damages under COVERAGE A because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
- "Product recall expenses".

The following paragraph is added to this section:

Subject to the application of the Each Occurrence Limit, as described in this section, \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

- Increased Medical Payments

The following is added to LIMITS OF INSURANCE:

The Medical Expense Limit under COVERAGE C will be \$10,000, or the amount shown in the Declarations for Medical Expense Limit, whichever is higher.

All other terms and conditions of COVERAGE C. MEDICAL PAYMENTS remain unchanged.

COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

- Knowledge Of Occurrence, Claim, Suit Or Loss

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits", under Duties In The Event Of Occurrence, Offense, Claim Or Suit do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

- **Discrimination And Humiliation**

(This provision does not apply in the state of New York.) The definition of "personal and advertising injury" is amended by the addition of the following offense:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer" director, stockholder, partner, manager or member of the insured, and
2. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
3. Not arising out of any advertisement by the insured.

- **Employee Amendment**

The definition of "employee" is replaced by the following:

"Employee" includes a "leased worker", or a "temporary worker".

- **Incidental Malpractice Amendment**

The definition of "bodily injury" is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide these services.

- **Golfing Facility**

The following definition is added:

"Golfing facility" or "golfing facilities" means a golf course, golf club, driving range, or miniature golf course.

- **Mental Anguish Amendment**

(This provision does not apply in New York.) The definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury".)

- **Mobile Equipment Amendment**

(This provision does not apply in the states of New York or Virginia.) The following is added to the part of the "mobile equipment" definition dealing with equipment designed primarily for snow removal, road maintenance, or street cleaning:

But, this section does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

- **Not-for-profit Members**

"Not-for-profit members" means a person who is a member of a not-for-profit organization, including clubs and churches, who receive no financial or other compensation.

- **Product Recall Expense**

"Product recall expense" means necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expense to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal; you incur exclusively for the purpose of recalling "your product"; and
- (8) Transportation expenses incurred to replace recalled products.

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EXCLUSIONS

- **Employer's Liability Amendment**

The following will be added to the Employee Indemnification And Employer's Liability exclusion:

This exclusion also does not apply to any "volunteer worker."

- **Fellow Employee Amendment**

For "insureds" Other Than Volunteer Fire Companies, Volunteer Ambulance Squads and Volunteer Rescue Squads, the Fellow Employee exclusion does not apply if the "bodily injury" results from the use of a covered "auto."

For Volunteer Fire Companies, Volunteer Ambulance Squads and Volunteer Rescue Squads, the Fellow Employee, Employee Indemnification And Employer's Liability and EMERGENCY VEHICLES - VOLUNTEER FIREFIGHTERS AND WORKERS INJURIES exclusions do not apply if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. But, this coverage extension is only provided to:

1. Members of the "insured" Volunteer Fire Company, Volunteer Ambulance or Volunteer Rescue Squad, while such member is operating within the scope of their official duties, with respect to claims made or suits brought against such member for injuries to a fellow member of the "insured" volunteer organization, or for injuries to members of other Volunteer Fire Companies, Volunteer Ambulance Squads or Volunteer Rescue Squads; and
2. The "insured" volunteer organization with respect to claims made or suits brought against the "insured" volunteer organization for injuries to members of other Volunteer Fire Companies, Volunteer Ambulance Squads or Volunteer Rescue Squads.

- **Care, Custody Or Control Extension**

The Care, Custody Or Control exclusion does not apply to property not owned by any insured, subject to the following:

1. The most we will pay under this exception for any one accident is \$1,000; and
2. A deductible of \$500 per accident applies to this exception.

PHYSICAL DAMAGE INSURANCE - Amendments COVERAGE

- **Hired Car Physical Damage Coverage**

If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$50,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

- **Loan/Lease Gap Coverage**

(Lease Gap provision does not apply in New York.) If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay the difference between amounts you owe the lessor or financial institution under the lease or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto."

DEDUCTIBLE

• Additional Deductible Provisions

The following paragraphs are added

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more "covered autos," only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any "covered autos" for which you do not carry such coverage.

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident," which is covered under a Commercial Property or Inland Marine Coverage Part issued by us or any member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident."

BUSINESS AUTO CONDITIONS - Amendments

LOSS CONDITIONS

• Knowledge Of Accident, Claim, Suit Or Loss

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits," under DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, do not apply until the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss."

GENERAL CONDITIONS

• Unintentional Failure To Disclose Hazards

The following is added to CONCEALMENT, MISREPRESENTATION OR FRAUD:

But, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

• Extended Coverage Territory

The definition of coverage territory is amended to include anywhere in the world for covered "autos" hired on a short term (30 days or less) basis. The "insured's" responsibility to pay damages must be determined in a "suit" brought in:

1. The United States of America,
2. The territories or possessions of the United States of America;
3. Puerto Rico; or
4. Canada; or

in a settlement we agree to.

DEFINITIONS - Amendments

• Mental Anguish

(This provision does not apply in New York.) For jurisdictions other than New York, the definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury.")

• Mobile Equipment Clarification

(This provision does not apply in New York.) The following is added to the part of the "mobile equipment" definition dealing with equipment designed primarily for snow removal, road maintenance, or street cleaning:

But, this section of this definition does not include self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

• Permanently Attached Equipment

The following definition is added:

"Permanently attached equipment" means equipment that is welded, bolted, or permanently screwed to the dashboard, fire wall or body of the "auto." Equipment inserted on permanently installed side brackets with or without the use of setscrews or tension, or portable fire fighting and/or rescue related equipment, shall not be construed as "permanently attached equipment."

• Volunteer Worker

"Volunteer worker" is a person who performs business duties for you, for no financial or other compensation.

**CO
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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Brothers Asphalt Paving, Inc.

315 S. Stewart Avenue, Addison IL 60101

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa with its principal office in the CITY OF DES MOINES, IOWA,

and authorized to transact business in the State of Illinois

as Surety, are held and firmly bound unto

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

(hereinafter called "Obligee"), in the penal sum of One Million Two Hundred Two Thousand Seven Hundred

Thirty-Nine and NO/100

DOLLARS (\$ 1,202,739.00 ***), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

SEALED, with our seals and dated 26 day of February, 20 10.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 24 day of February, 20 10, providing for the construction or supply of,

Village of Orland Park 143rd & LaGrange Watermain Improvement Project

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety, upon the express condition that no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and shall be construed strictly as one of suretyship only.

WITNESS:

Brothers Asphalt Paving, Inc.

Principal

[Seal]

By: _____

(If Individual or Firm)

ATTEST:

Employers Mutual Casualty Company

Surety

[Seal]

By: Joel Duckworth
Joel Duckworth

Attorney-in-Fact

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Brothers Asphalt Paving, Inc.

315 S. Stewart Avenue, Addison IL 60101

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to transact business in the State of

Illinois (hereinafter called "Surety"), as Surety, are held and firmly bound unto the

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

(hereinafter called "Obligee"), in the penal sum of One Million Two Hundred Two Thousand Seven Hundred

Thirty-Nine and NO/100 DOLLARS, (\$ 1,202,739.00 ***), good and lawful money of the United

States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 26 day of February, 20 10.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 24 day of February, 20 10, providing for the

construction or supply of, Village of Orland Park 143rd & LaGrange Watermain Improvement Project

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, IF the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED and sealed this 26 day of February, 20 10.

WITNESS:

Brothers Asphalt Paving, Inc.

Principal

[Seal]

By: _____

(If Individual or Firm)

ATTEST:

Employers Mutual Casualty Company

Surety

By: Joel Duckworth

Joel Duckworth

Attorney-in-Fact

(If Corporation)