Clerk's Contract and Agreement Cover Page

Year:

2008

Legistar File ID#: 2008-0247

Multi Year:

Amount

\$150,000.00

Contract Type:

Small Construction/Inst

Contractor's Name:

Edward Electric Co

Contractor's AKA:

Execution Date:

5/13/2008

Termination Date:

9/30/2010

Renewal Date:

5/13/2009

Department:

Public Works/Streets

Originating Person:

Tom Martin

Contract Description:

LaGrange Road Seasonal Lighting



MAYOR Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

June 2, 2008

Mr. Steven Passarelli The Edward Electric Company P.O. Box 665 Hillside, Illinois 60162

RE: NOTICE TO PROCEED

LaGrange Road Seasonal Lighting Improvement



VILLAGE HALL

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

Dear Mr. Passarelli:

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 May 28, 2008. This letter also serves as confirmation of the extension of the date of completion from August 30, 2008 to September 20, 2008.

Please contact Tom Martin at 708-403-6103 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 May 13, 2008 in an amount not to exceed One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski Contract Administrator

cc: Tom Martin Judy Konow

VILLAGE OF ORLAND PARK

LaGrange Road Seasonal Lighting
(Contract for Small Construction or Installation Project)

This Contract is made this 13th day of May, 2008 by and between the <u>Village of Orland Park</u> (hereinafter referred to as the "VILLAGE") and <u>The Edward Electric Company</u> (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 Request for Proposals, dated March 20, 2008

The Instructions to Proposers

The Proposal dated April 7, 2008, as it is responsive to the VILLAGE's RFP 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:

Village of Orland Park Seasonal Lighting Circuit Improvement as outlined in the request for

proposal documents

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (RFP 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 (if any):

\$1,241.50 per light pole for 2008

TOTAL: for an amount not to exceed One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars.

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

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

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by August 30, 2008 (hereinafter referred to as the "CONTRACT TIME"). The second and third year of the proposal (2009 and 2010) shall be renewed at the discretion of the VILLAGE, unless either party, at is sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract. 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.

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: 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:

Steven Passarelli

The Edward Electric Company

P.O. Box 665

Hillside, IL 60162

Telephone: 630-833-0999

Facsimile: 630-279-6134

e-mail:

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 8: 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 9: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 10: 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	FOR: THE CONTRACTOR
By: Gle & mer	By: Massaell
Print name: Ellen J. Baer	Print name: Steven m Passarell
Its: Interim Village Manager	Its: Urce- President
Date: 5 30 08	Date: 4/28/08

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and THE EDWARD ELECTRIC COMPANY (the "CONTRACTOR") for Village of Orland Park Seasonal Lighting Circuit Improvements (the "WORK") dated May 13, 2008 (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 <u>VILLAGE'S RIGHTS AND DUTIES</u>

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

1.2 CONTRACTOR'S RIGHTS AND DUTIES

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

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

- 1.2.5 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 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.
- 1.2.8 Contractor will not be relieved of any obligation to the Village due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

- 2.1 The Contract Documents consist of the following items:
 - .1 Agreement between the parties
 - .2 General Conditions to the Agreement
 - .3 Special Conditions to the Agreement, if any
 - .4 The Project Manual dated March 20, 2008 which includes
 - Instructions to the Proposers
 - Request for Proposals
 - Specifications and Drawings, if any
 - .5 Accepted Proposal as it conforms to the RFP requirements

- .6 Addenda, if any
- .7 Required Certificates of Insurance
- .8 Required Certifications
- .9 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 Where appropriate, the Contractor shall require each Documents, has against the Village. 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 Subsubcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

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

ARTICLE 8: DEFAULT

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

complete the Work in accordance with the terms of this contract or may take over the Work, including any materials and equipment on the work site as may be suitable and acceptable to the Village and may complete the Work by or on its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as shall be required for the completion of the Work in an acceptable manner.

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

ARTICLE 9: DISPUTES AND VENUE

9.1 If an Architect or Engineer has contracted with the Village to administer the Contract between Village and Contractor, disputes shall be handled with the involvement of the Architect or Engineer according to the terms of the contract between the Village and the Architect or Engineer and any reference made herein to "Architect" shall be read as "Engineer" where applicable. In any other case, disputes concerning a question of fact under the contract shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the contract.

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

ARTICLE 10: CONTRACT TIME

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

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the contract, furnish to the Village a certificate of insurance showing the Village, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the Village, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the Contractor's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall

provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

- .1 <u>Worker's Compensation</u>: 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 <u>Umbrella/Excess Liability</u>:

\$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 for fifty (50%) percent of 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 payment for all Work directed to be performed prior to the effective date of termination along with reasonable overhead and profit.

Special Provision 1

BREAKAWAY DEVICE TRANSFORMER BASE

<u>Description:</u> This item shall consist of furnishing and installing a proposed breakaway transformer base to an existing light pole and reattaching that assembly to the existing concrete foundation.

The Contractor shall be responsible for verifying the existing bolt circle diameter of the light pole and concrete foundation prior to ordering transformer base.

Construction Requirements: This work shall include disassembling the existing light standard from the concrete foundation, installing a new transformer base as shown in the contract plans and re-erecting the new assembly onto the existing foundation. This work shall be completed in conjunction with the labor and materials covered in the Special Provisions of this contract; and, shall be performed in accordance with the IDOT Standard Specification for Road and Bridge Construction (latest edition) and the Village of Orland Park Land Development Code.

Basis of Payment: This work shall be paid for at the contract unit price each for BREAKAWAY DEVICE TRANSFORMER BASE, COMPLETE IN PLACE which shall be payment in full for all materials, equipment and labor needed to perform the work described herein or as directed by the owner.

Special Provision 2

STEP DOWN TRANFORMER AND WIRING, COMPLETE IN PLACE

<u>Description:</u> This item shall consist of furnishing and installing a proposed 0.25 kVA 240V X 480V primary to 120V X 240V secondary, step down transformer in the proposed transformer base outlined above.

<u>Construction Requirements:</u> Installation of the proposed 0.25 kVA transformer shall include the removal of all existing splices/connections within the existing pole assembly and provide new splices/connections from the existing underground feeder cables to the existing electrical appurtenances within each pole. Connections shall be made in the light pole base (as shown on the plans) and shall include all new splices, connectors, fuse holders and fusing. Reconnections of the existing luminaire shall be made with new #10 XLP Type-USE wiring.

This work shall be coordinated in conjunction with the material and work specified within the Special Provisions covered in this contract; and shall be performed in accordance with the IDOT Standard Specification for Road and Bridge Construction (latest edition) and the Village of Orland Park Land Development Code.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price each for STEP DOWN TRANSFORMER AND WIRING, COMPLETE IN PLACE which shall be payment in full for all materials, equipment and labor needed to perform the work described herein or as directed by the owner.

Special Provision 3

POLE MOUNTED RECEPTACLE, COMPLETE IN PLACE

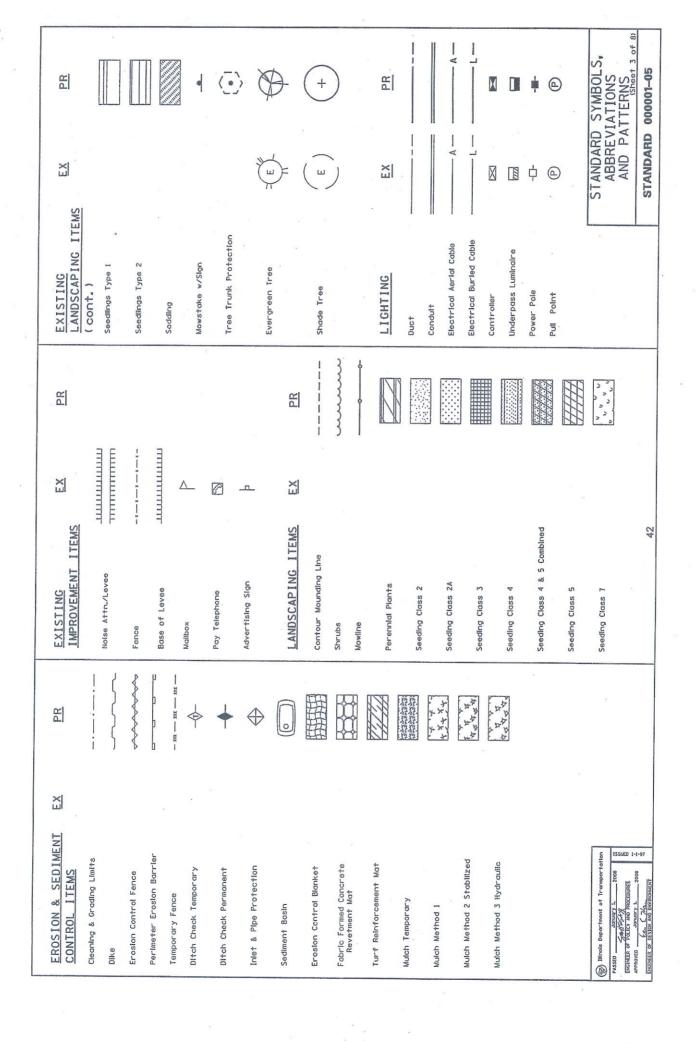
<u>Description:</u> This item shall consist of furnishing and installing a proposed 120V, 20A commercial grade pole mounted receptacle, in a die cast enclosure with a weatherproof cover rated for in-use, to an existing street light pole.

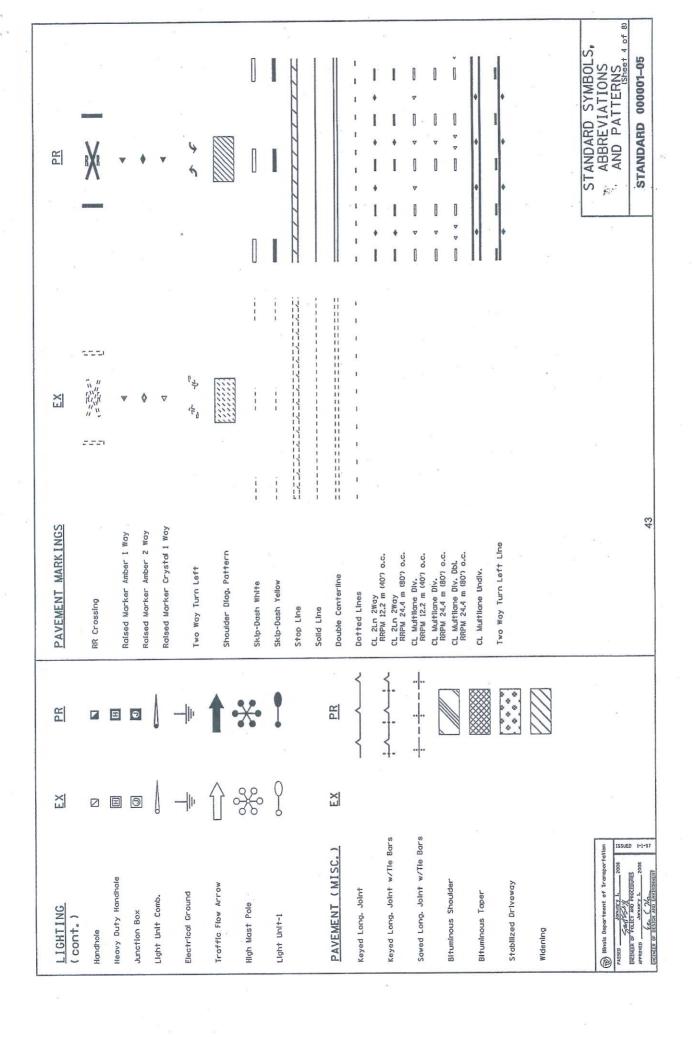
Construction Requirements: This work shall consist of removing the existing pole mounted receptacle, enclosure and pole wiring associated with the existing receptacle circuitry (where applicable).

Basis of Payment: This work shall be paid for at the contract unit price each for POLE MOUNTED RECEPTACLE, COMPLETE IN PLACE which shall be payment in full for all materials, equipment and labor needed to perform the work described herein or as directed by the owner.

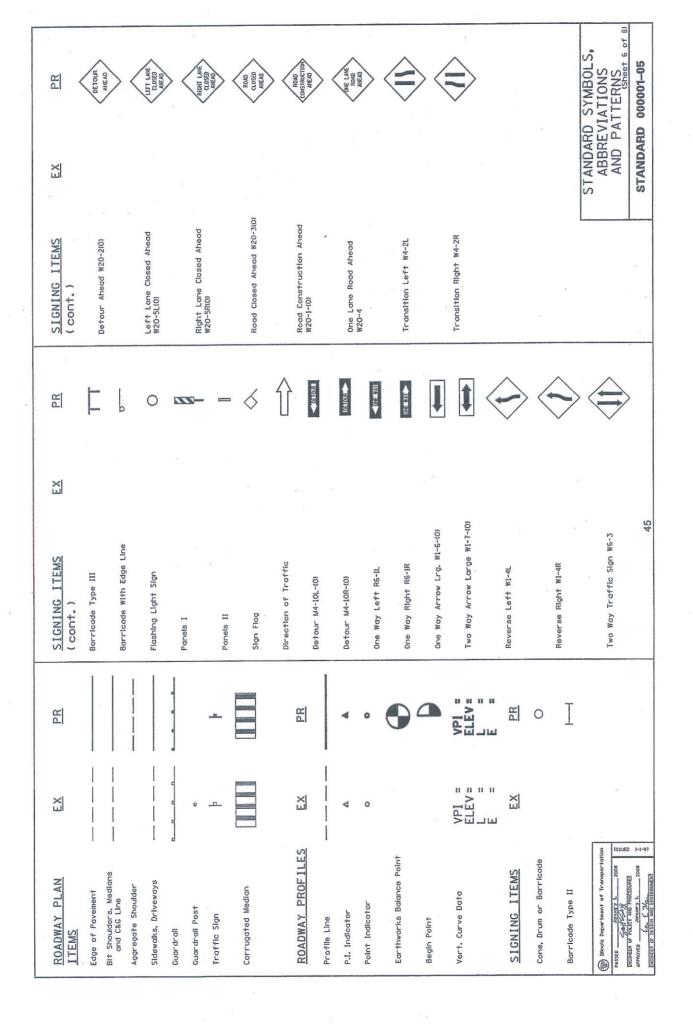
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RRS	
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ADJUSTMENT ITEMS	Structure To Be Adlusted		Structure To Be Cleaned	Attended to Be Client		Structure To Be Removed	Structure To Be	Reconstructed	Frame and Grate To Be Adjusted	Frame and LId	To Be Adjusted	Domestic Service Box To Be Adjusted		Valve Vauit to be Adjusted	Special Adjustment	there is no the second	Tell to be about the	Item To Be Moved		Item To Be Relocated	Pavement Removal					(2) Illinois Department of Transportation	PASSED JONNOLY L. 2008 SS	ENGINEER OF POLICY AND PROCEDURES APPROVED APPRO



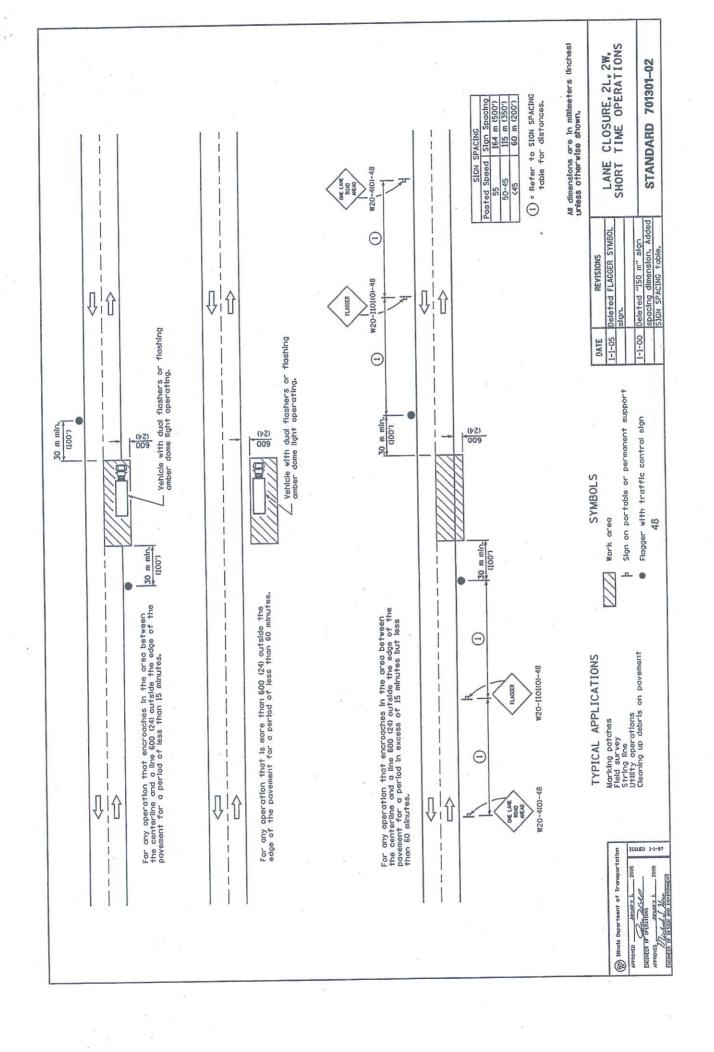


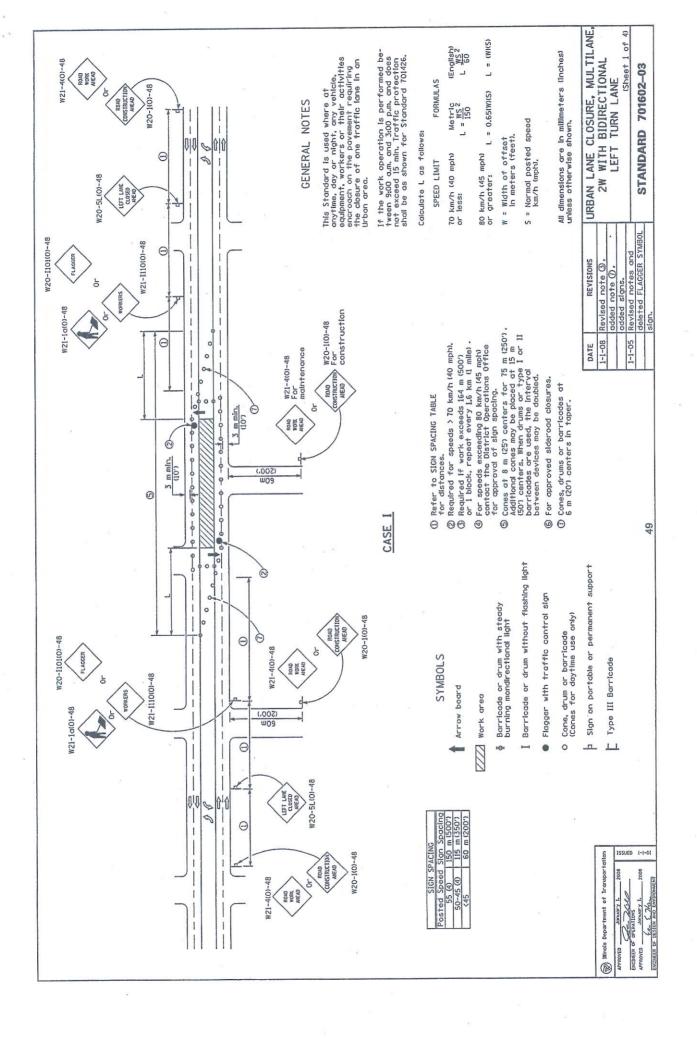
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	* 8	PAVEMENT WARKINGS	(cont.)	Urban Combination Left Only	Urban Combination Right Only	Urban Left Turn Arrow	Dobt Turn Arrow		Urban Left Turn Only	Urban Right Turn Only	Urban Thru Only	Rural Combination Left Only	Rural Combination Right Only	Rural Left Turn Arrow	Rural Right Turn Arrow	Rural Left Turn Only	Rural Right Turn Only	Rural Thru Only		Illinois Deportment of Transportation

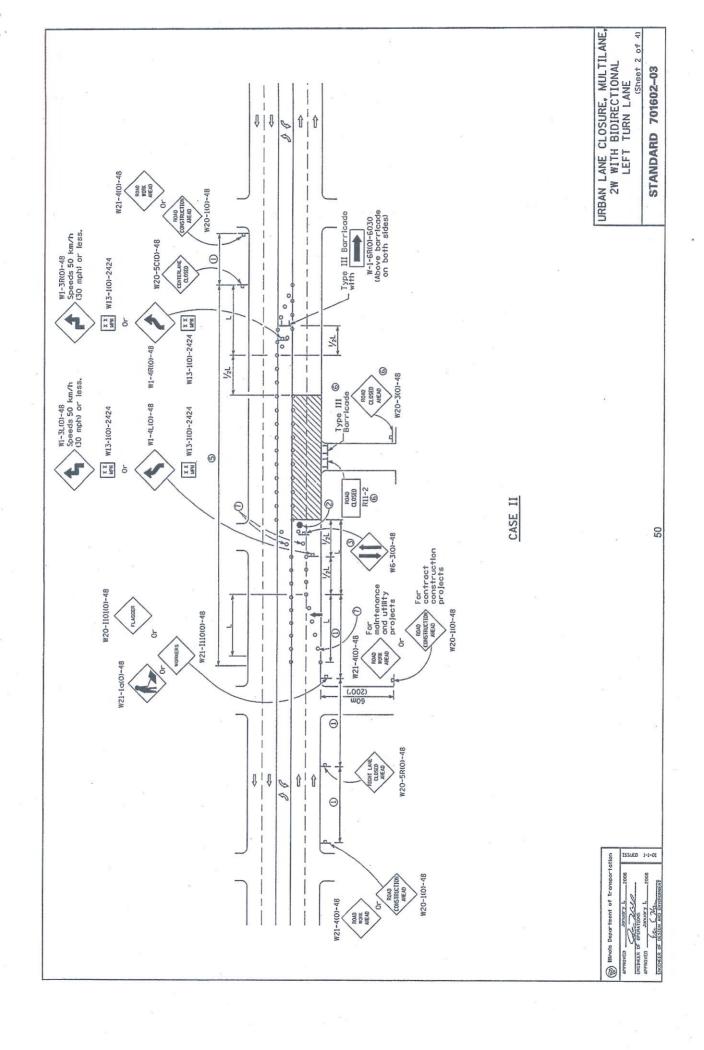


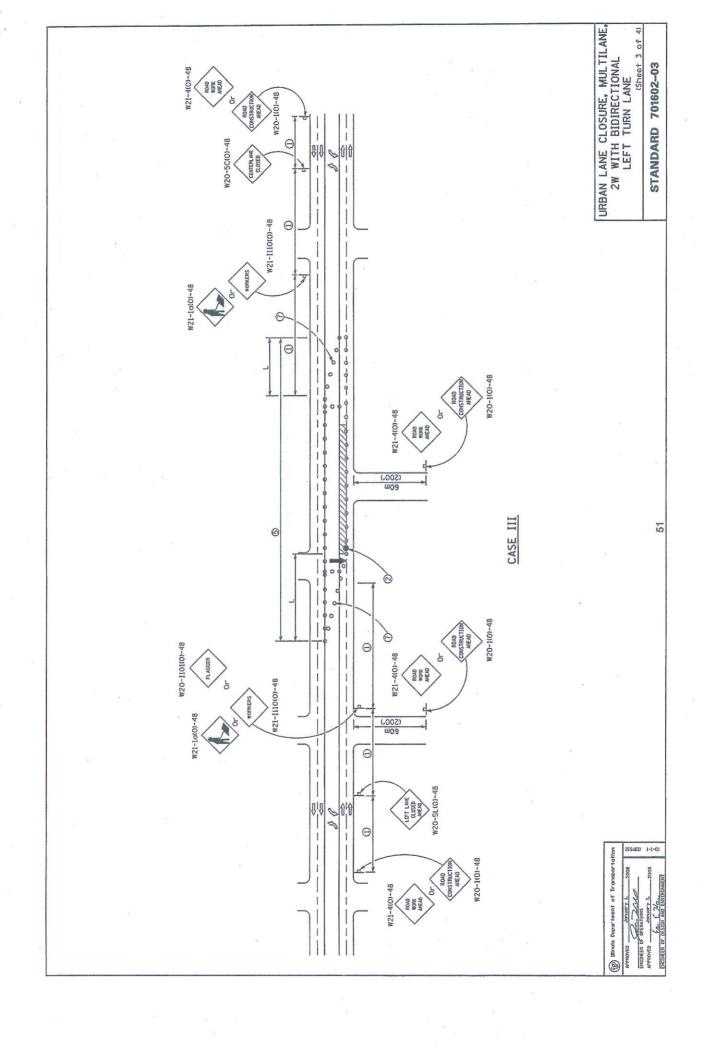
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Left Turn Lane R3-1100L	LEFT TURN TURN	Cable Number	13	Ø	Condult Spilce	•	•
c			ľ,		Controller		X
Keep Left R4-7AL		Lett lurn Green	ĭ	1	Gulfbox Junction	0	0
		Left Turn Yellow	F	1	Wood Pole	8	0
Keep Leff R4-7BL	914	Stone Backstate		口	Temp. Signal Head		4
			Ŋ		Handhole		
Keep Right R4-7AR	KEEP	Signal Section 200 mm (8")	Ē		Heavy Duty Handhole	H	H
8		Slond Section 300 mm (12")	I)		Junction Box	0	Ð
Keep Right R4-7BR	TO LICENSE]	Ped, Pushbutton Detector	6	•
		Walk/Don't Walk Letters	[wo]	MG	Ped. Signal Head	무	7
Stop Here On Red R10-6-AL	A SERVICE	aloute the state of the state o	[4]	•	Power Pole Service	ф	*
	- Annual - A	WORK DOILT HOIR SYMBOLS	*	€	Priority Veh. Detector	\$	Y
Stop Here On Red RIO-6-AR		TRAFFIC SIGNAL	E	PR	Signal Head	4	1
		ITEMS			Signal Head w/Backplate	4	\$
C. Ed cri. T. + 40 1 0M	E	Galv. Steel Conduit			Signal Post	0	•
NO Lett 10 to 5-2	3	Underground Cable		-	•		
	Q	Defector Loop Line			UNDERGROUND UTILITY ITEMS	EX	PR
No Right Turn R3-1	2)	Detector Loop Large	î - 1		Cable TV	CIVCIV	CTVCTV
Road Closed R11-2	ROAD CLOSED	Detector Loop Small	17	П	Electric Cable Fiber Optic		-1-0101-
. Boad Closed Thru Traffly D1(-2	ROAD CLOSED	Detector Loop Quadrapole	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Gas Pípe	9	
	TINEL TRAFFIC	Detector Raceway	É		Oll Pipe Pipe Underdrain		
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or taffe		Steel Mast Arm				STANDARD SABBREVIA	STANDARD SYMBOLS, ABBREVIATIONS
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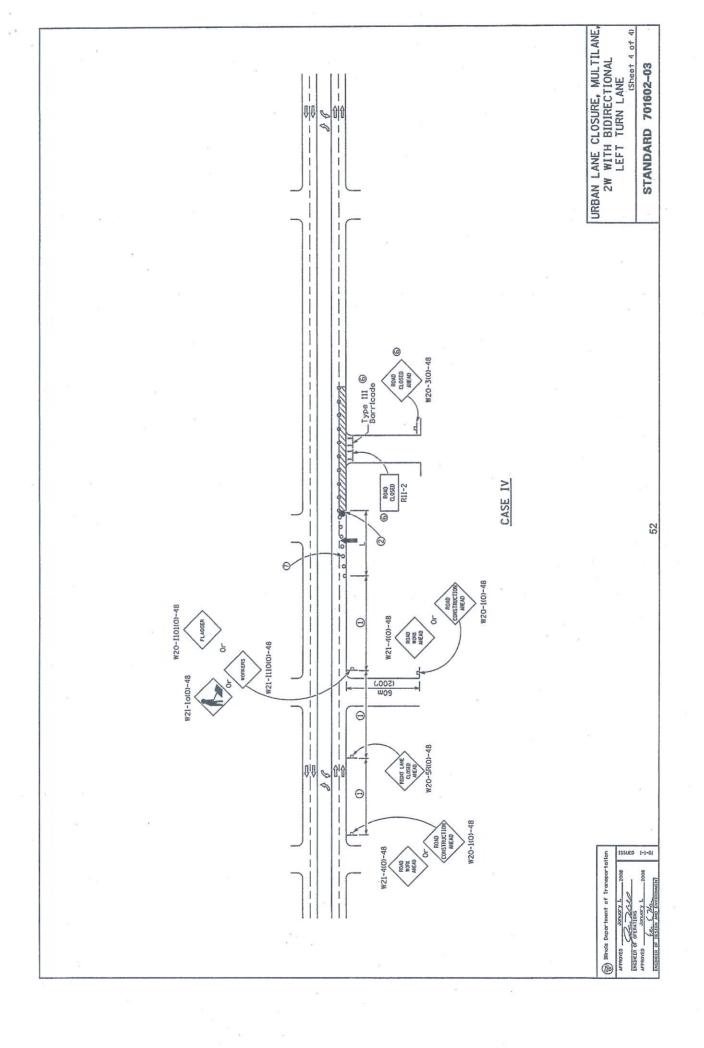
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VEGETATION ITEMS	Bush	Evergreen Tree	Stump	Vegetation Line	Woods & Bush Line	WATER FEATURE	I LEMS	Stream or Drainage Ditch	Waters Edge	Water Surface Indicator	Water Point	Disappearing Ditch	Marsh	5			* -					r			47
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XI .			1	1	Ä			Q			0	¤	0	þ		B .	¢	ф	0	17 51					
UNDERGROUND UTILITY ITEMS (cont.)	Sanitary Sewer	Storm Sewer	Telephone Cable	Water Pipe	UTILITIES ITEMS	Controller	Double Handhole	Fire Hydrant	Handhole	Heavy Duty Handhole	Junction Box	Light Pole	Manhole	Power Pole	Splice Box Above Ground	Telephone Splice Box Above Ground	Telephone Pote	Traffic Signal	Water Meter Valve Box			27	(27) Minots Department of Transportetion	PASSED JORGEY I. 2008 ST SWINGER OF POLICY MAY PROFESSES	

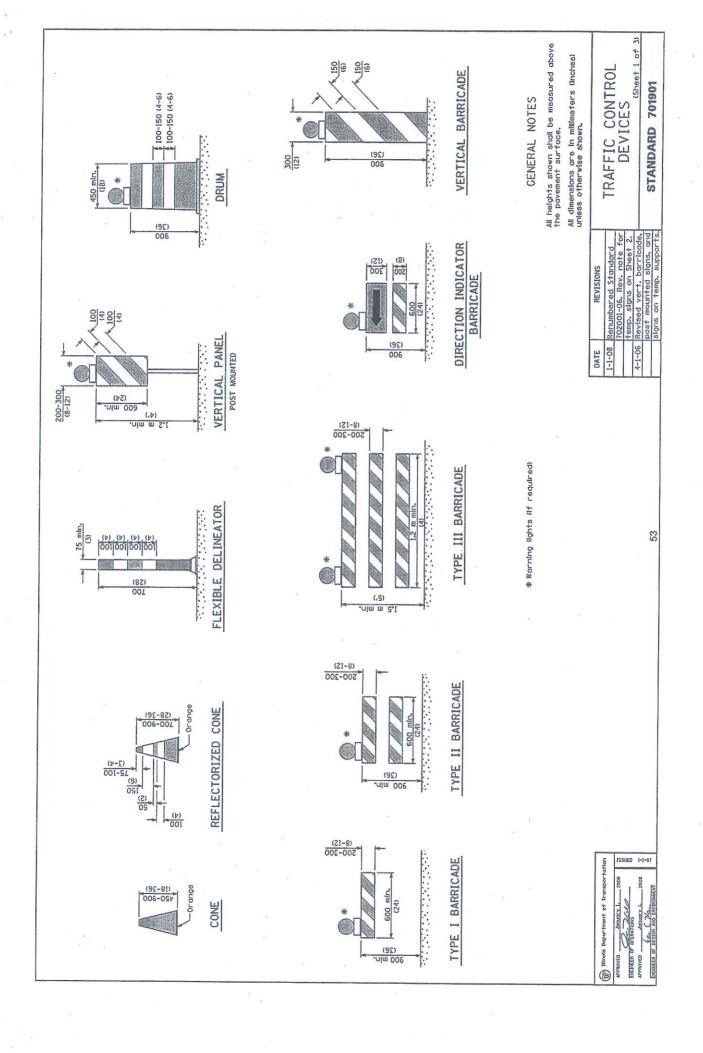


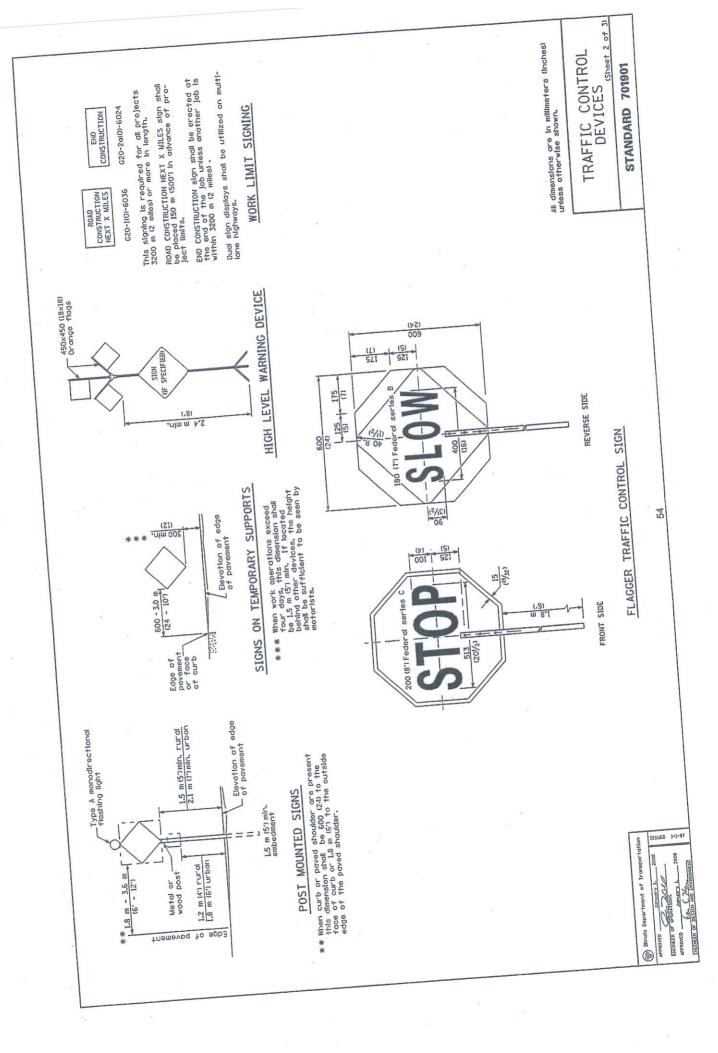


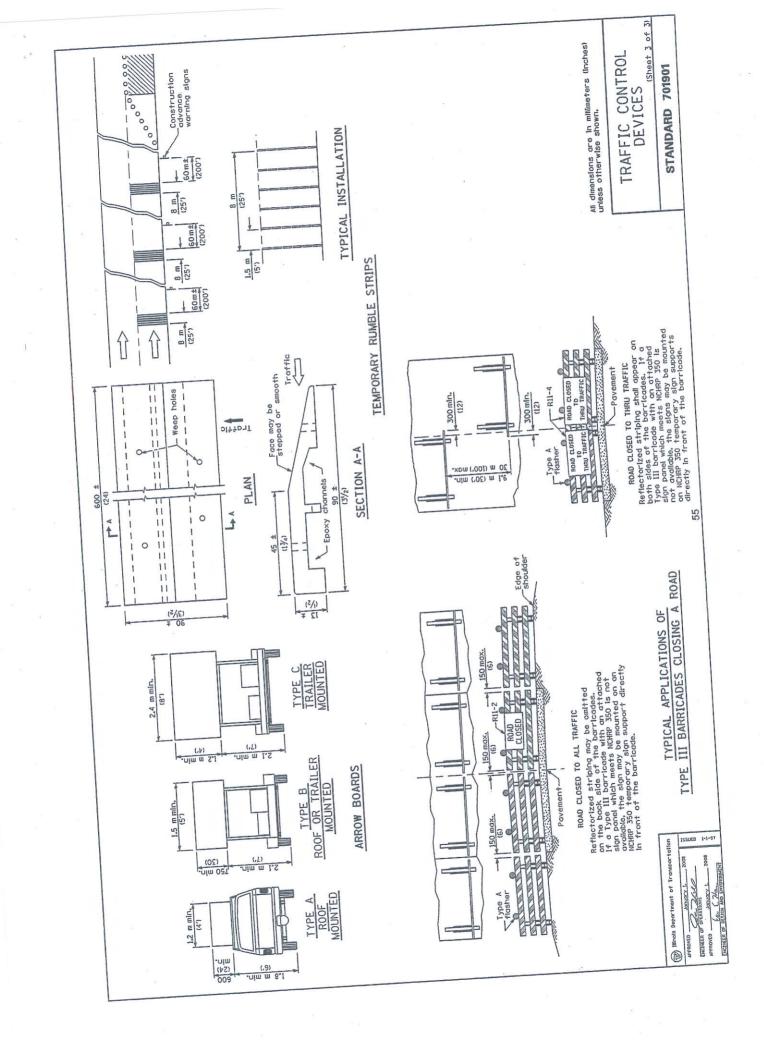




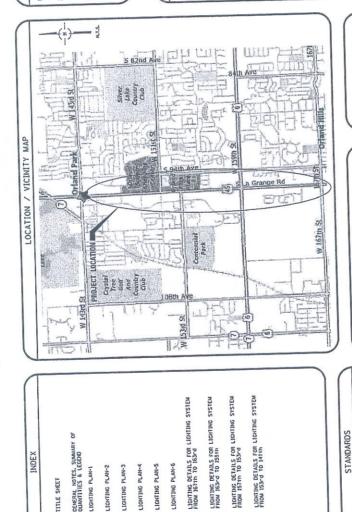








SEASONAL LIGHTING IMPROVEMENTS VILLAGE OF ORLAND PARK LA GRANGE ROAD



LICHTING PLAN-5

LIGHTING PLAN-6

LOCATION

CAL, JAJE 1-800-692-0123
eth ne releases
COM
court
Control
Con 48 HOURS BEFORE YOU DIG. THE PROJECT IS LOCATED IN THE VILLAGE OF ORLAND PARK, ILLINOIS

STANDARD ABBREVIATIONS & SYMBOLS
LANG COSTEL, ZH., SHORT
THE OPERATIONS
URBAN LANG CLOSURE, MULTILANE, ZW,
WITH BIDIRECTIONAL, LET TURN LANE
TRAFFIC CONTROL DEVICES

STANDARD NO. DESCRIPTION

701301-02

102001-06 701602

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS SUPERVISION/DIRECTION AND MEMONACHETHODS OF CONSTRUCTION

DESCRIPTION OF WORK

ASSISTANT VILLAGE MANAGER ELLEN BAER PRESIDENT DANIEL J. MCLAUGHLIN

EXISTING LOGRANGE ROAD LIGHTING PLANS REFERENCED IN FOLLOWING LIGHTING PLAN SHEETS WERE FROVIDED BY THE VILLAGE OF GRLAND PARK. CONTRACTOR TO WERFY VEISTING CONDITIONS PRIOR TO BECHNAUMG ANY WORK.

DRAWINGS SHALL BE USED AS A COMPLETE SET ONLY. DO NOT SEPARATE SHEETS. CHRISTOPHER B. BURKE ENCINEERING, LYD. SHALL BE NOTIFIED BY THE CONTRACTOR AT LEAST THREE CS FULL WORKING DAYS PRIOR TO CONSTRUCTION.

INDEX

TITLE SHEET

LIGHTING PLAN-1 LICHTING PLAN-2 LIGHTING PLAN-3 LIGHTING PLAN-4

NOTES

FINANCIAL DIR. ANNMARIE K. MAMPE PUBLIC WORKS DIR. PETER J. CASEY CLERK DAVID P. MAHER

THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, THE HISPALLATION OF NEW TO VOLTON POLL ACQUITED RECEPTACLES TO REPLACE EXISTING 2409 REEPTACLES FOR LOGARME ROAD SEASONAL LIGHTING.

THIS PROJECT INCLUDES APPROXIMATELY SI NÉW OLZSANT MARSFORMERS, BREAMANT INCHSTORMER BASES AND ZOA-170V POLL MOUNTED RECEPTALLES, REGORDANT FOR EXPENSE ON THE WILL WITH A RECOPPLICATES TO BE PALLED HAROGREE LASTING COMULIT. NEW COMPETIONS, TITTING, ETSES PRESIDENCES AND POLE WITHOUT COMPETION PROVIDED AT EACH POLE OF COMPETION TO BE PROPRIED TO BE PROJECTED TO BE

JOHN P. CARUSO ILLINOIS REGISTRATION NO. 062-048356 EXPIRATION DATE: 11/30/2007

CHRISTOPHER B. BURKE ENGINEERING, LTD.

975 W. Higgier Road, Suite 600

Ed. Rosemont, lincia 60016

(8.77) 823-0200

PROFESSIONAL DESIGN FIRM NO. 184-001175 EXPIRATION DATE: 04/30/09

CLIENT :

the village of PAYR OYLAMA PAYIR 14700 South Ravhila Avenue Orland Park, IL 60462

FRE HAMES IN CORLANDPARK STRITS MECH SOTO 16-01.60

GENERAL NOTES

- THE OWNER, VILLAGE OF ORLAND PARK SHALL BE NOTIFIED IN WRITING AT LEAST TWO (2) FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION
- A CHAITES MAY EXIST IN THE AREA BREKE WORK IS PROPOSED.
 A CHAIL DEFIN OF UTILITIES, AREA BROKEN, SOULD CHAITING, THE PROPOSED COURT IN COUNTRING, ETC.
 THE CHAILEN DESIGNATION OF THE OWNER, ETC.
 RESOUR MY NO ALL, INTERFERENCE PROBLEMS.
 - ALL UTILITY COMPANIES SHALL BE CONTACTED AND THEIR FACILITIES SHALL BE LOCATED PRIOR TO ANY WORK IN ANY EASEMENT, RIGHT-OF-WAY, OR SUSPECTED UTILITY LOCATION.
- 4. ALL WORK SMALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING SPECIFICATIONS, WHICH ARE HEREBY MADE PART HEREOF!
 - - A. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE. CONSTRUCTION IN ILLINDIS", AS PREPARED BY IDOT.

- B, MATIONAL ELECTRICAL CODE.

 C, MANICIPAL CORESTA STANDARDS.

 S. THE CONTRICT DRAWNING AND SEPECIAL TOWN TO BE REPENDED ON EXPERIENT WITH MATERIAL TO SHAW FOR THE SEPECIAL TOWN THE MATERIAL BE COMMINED AND SERVICE OF SEPECIAL TOWN THE CONTRICT OF SHALL BE CONTRICTED BE AND LANDARD IN THE CONTRICT OF SHALL BE CONTRICTED CONTRICT OF SHALL BE CONTRICTED ON THE SEPECIAL OF SHALL BE CONTRICTED ON THE SEPECIAL OF SHALL BE CONTRICTED ON THE SHAPE OF SHALL BE SEPECIAL OF THE SHAPE OF SHAPE O
 - THE WORK PERFORMED UNDER THIS CONTRACT SHALL IN NO WAY UNDERFORE WITH EACH AND CONTRACT SHALL IN NO WAY CONTRACT OF SHALL TO WART STATING WITH SECRETARY THE CONTRACT OF SHALL TO MAINTING SHALL SHALL
- 7. AL DISTURBED AREAS 4001 IMPERVIOUS IN NATURED SHALL BE THE CARACTED, 104-5501 FESTOROGO MILK, 4 IMPERS, AND SEED MILLON HACES, OTHERWISE SPECIFIED ON THE PLANS. THE COST OF THE PLANS.
 - 8. THE CABLE TRENCH SHALL BE BACKFILLED AND FIRMLY COMPACTED BEFORE THE LIGHT STANDARD IS ERECTED.
- 9. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION AND MEANS/HELTHODS OF CONSTRUCTION.
 - 10. CONTRACTOR TO YERJEY LOCATION OF ALL UNDERGROUND UTLITIES BEFORE TRENCHING OR AUGERING.
- 11. FOR LOCATION OF EXISTING UNDERGROUND ELECTRICAL CABLE, CALL COM ED.
 - 12. NO MATERIALS SHALL BE DELIVERED TO THE JOB SITE UNTIL ALL PERTINENT EQUIPMENT SUBMITTALS HAVE BEEN REVIEWED BY THE DWINEN'S REPRESENTATIVE.
 - 13. CONDUIT, ALL UNDERGROUND WIRING SHALL BE IN POLYETHYLENE UNIT-DUCT OR GALVANIZED STEEL CONDUIT.
- 14. ALL UNGERGROUND WIRNS, SALL BE MINIMUM * 8. COPPER ABENGY OF RESTANCE, SON ON THE PLAKES, NAVE-TYPE USE, ENTRA ABENGYON RESISTANCE, SOO VOL'S, BURELD * MAINAM OF NO, INCRES BENGY FILLISON OF SON, ENDRED A MAINAM OF SON, AND ADMINIMUM OF S
- IS. 6" WIDE RED STANDARD WARNING TAPE SHALL BE INSTALLED ONE (I) FOOT ABOVE THE STREET LIGHT CONDUCTOR WIRE FOR THE FULL LENGTH OF ALL TRENOMES, II, THE ELECTRICAL, CONTRACTOR SALL, ERRORIS FOR EST, OF RECORDING OF THE CONTRACTOR EPIPEZSIATATIVE UPON RECORDING OF THE STEEL LICHTING PROPRIESTED. THE ENGINEER SHALL SHOW THE LOCATION OF THE LICHTS ADDO THE LOCATION OF ALL UNDERFACIONS AND ALSO THE LOCATION OF ALL UNDERFACIONS WITHING.

SEASONAL LIGHTING IMPROVEMENTS SUMMARY OF QUANTITIES

LIGHTING SYSTEM #1 - 16301 S. La GRANGE BD.

Special		that	
Provision No.	777		
		EACH	
-	BACKWARE DESCRIPTION COMPLETE IN PLACE	EACH	
2	POLE MUUNIEU RECEPTACES COM CEST TO BIACE	FACH	
'n	STEPDOWN TRANSFORMER AND WIRING, COMPLETE IN TENCE	T CIET	
4	TRAFFIC CONTROL & PROTECTION	1 5181	
5	MAINTENANCE OF EXISTING LIGHTING SYSTEM, COMPLETE	1308	

18 18 18 1

LIGHTING SYSTEM #2 - 16051 S. La GRANGE RD.

*IoI	EACH	EACH	EACE	2000	1.5114	ESCHIE
	Description	BREAKAWAY DEVICE, TRANSFORMER BASE	POLE MOUNTED RECEPTACLE, COMPLETE IN PLACE	STEPDOWN TRANSFORMER AND WIRING, COMPLETE IN PLACE	TRAFFIC CONTROL & PROTECTION	MAINTENANCE OF EXISTING LIGHTING SYSTEM, COMPLETE
Special	Provision No.	1	2	m	4	S

16 16

LIGHTING SYSTEM #3 - 15601 S. La GRANGE BD.

LIGHTING SYSTEM #4 - 15101 S. La GRANGE RD.

-	
Provision No.	Description
-	BREAKAWAY DEVICE, TRANSFORMER BASE
	POLE MOUNTED RECEPTACLE, COMPLETE IN PLACE
ų P	CTEDDOWN TRANSFORMER AND WIRING, COMPLETE IN PLACE
n .	STATES CONTROL & PROTECTION
*	TRAFFIC CONTROL & PROTECTION
v,	MAINTENANCE OF EXISTING LIGHTING SYSTEM, COMPLETE

222

Unit EACH EACH EACH LSUM LSUM

LEGEND

EXISTING VILLAGE OF ORLAND PARK OWNED AND MAINTAINED LIGHT POLE	EXISTING WIRES IN UNIT DUCT (AS SHOWN ON PLANS)	EXISTING LIGHTING CONTROLLER
•	1 1 1 1 1 1 1	×
8	8	
×	9	

LIGHTING SYSTEM DESCRIPTIONS

LIGHTING SYSTEM #1 - 16301 S. La GRANGE BD.

_		
DESCRIPTION	THE EXISTING LIZO/Z40V, 16, 3 WIRE LIGHT ING CONTROLES CONTROLS LIGHT STANDARDS WITH THE LIMITARIES WIRED FOR Z40V OPERATION (2 PHASE COMDUCTORS TO GROUND).	
STIME INTE	APPI 1671 75	
	CONTINUED TO STAND APPROX. 350 NORTH OF 165+h ST. ON THE EAST SIDE OF LA GRANGE RU.	The same of the sa

LIGHTING SYSTEM #2 - 16051 S. La GRANGE RD.

RE

LER LOCATION SYSTEM LIMITS STORM NORTH OF CONTROLLER CONTROLLER CONTROLLER CONTROLLER CONTROLLER		LIGHTING CONTROLLER CONTROLS LIGHTING CONTROLLER CONTROLS 16 LIGHT STANDARDS WITH THE LUMINAIRES WIRED FOR 240V CHEMINION OF PHASE CONDUCTORS TO GROUND).
CONTROLLER LOCATION APPROX. ISOU NORTH OF IGN-4 ST. ON THE EAST SIDE OF LG GRANGE RD.	2	DPROX. LIGHTING
14.00	COUTDO! SR & OCATION	APPROX. ISON NORTH OF IGN-4 ST. ON THE EAST SIDE OF La GRANGE RO.

LIGHTING SYSTEM #3 - 15601 S. La GRANGE RD.

DESCRIPTION	TING 240/480V, 19, 3 WIRE CONTROLLER CONTROLS STANDARDS WITH THE RES WIRED FOR 240V ON II PHASE CONDUCTOR RAL).
SYSTEM LIMITS	APROX, 1250' NORTH OF THE EXI 1537h ST. 70 APROX LIGHTIM 140' SOUTH OF 153rd ST. 12 LIGHTIM LIMINALI TO PRESENTED TO PERMINAL
CONTROL ED COCATION	NORTH OF THE EAST JANGE RD.

LIGHTING SYSTEM #4 - 15101 S. La GRANGE RD.

			_	_	_	_	_
DESCRIPTION	THE FXISTING 480/240V, 10, 3 WIRE	CO	GO/230V, 19, 3 WINE LINE	FLUXUATIONS, THE SYSTEM CONTROLS	30 LICHT STANDARDS WITH THE	OPERATION OF PHASE CONDUCTOR TO	NEUTRAL).
SYSTEM LIMITS	TO MAN TO MORE	153rd St. TO APPROX.	65' SOUTH OF 147th ST.				
MULTING CONTROL	MAIL	SOUTHEAST CORNER OF	ICE RD.				

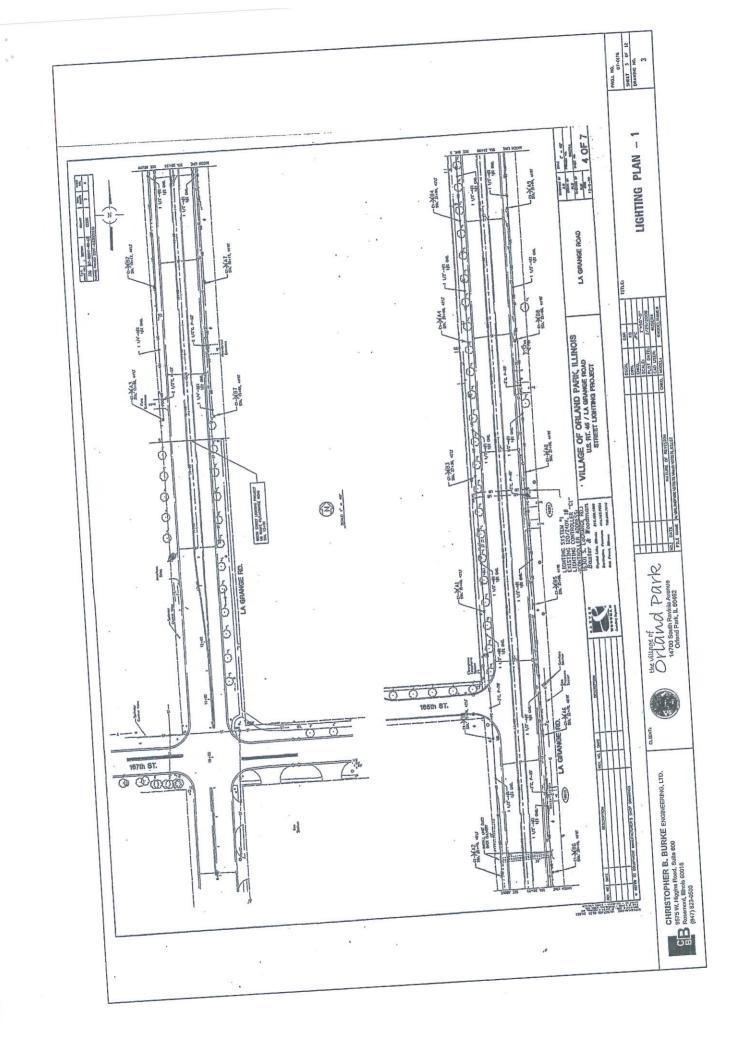


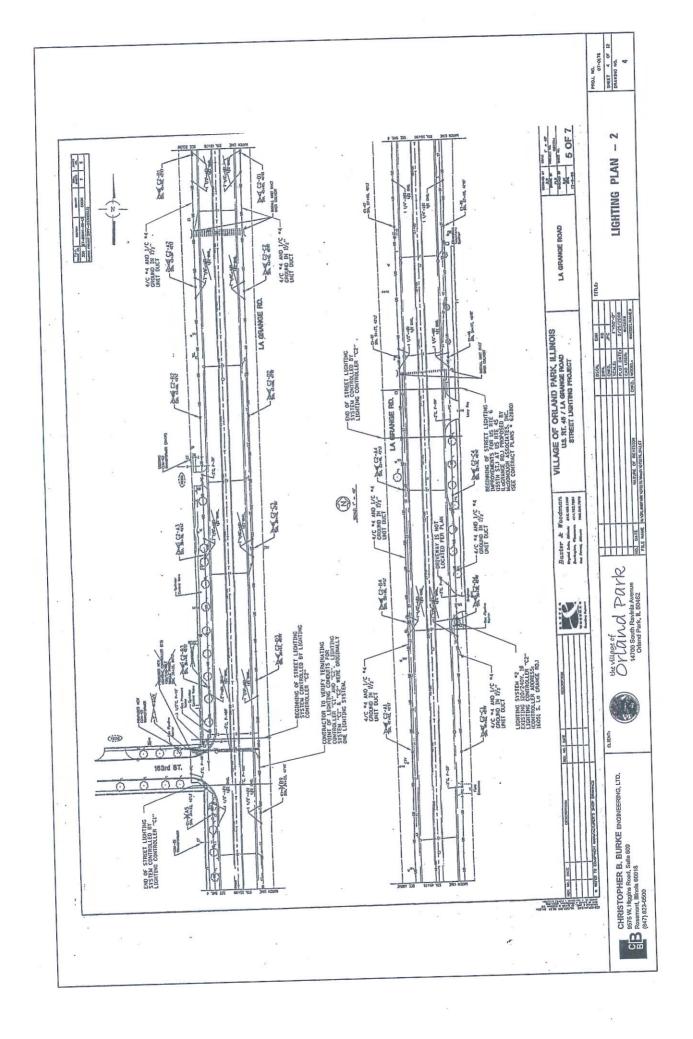
CHRISTOPHER B, BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Sulte 600 Research, Illinois 60016 (947) 823-9500

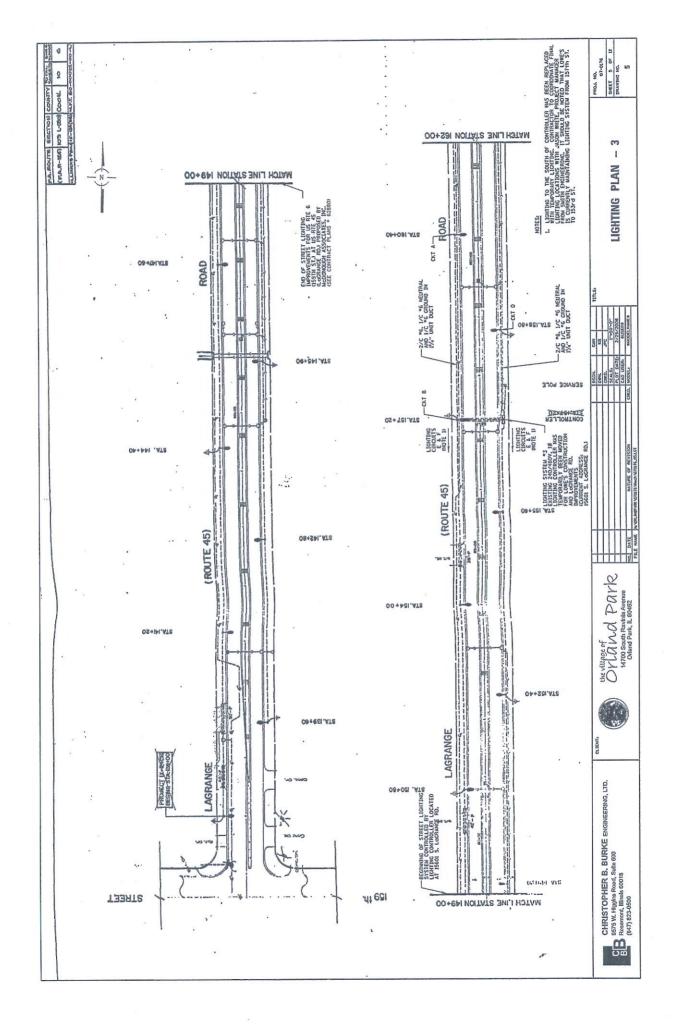
OYLAM PAYR OYLAM PAYINE 14700 South Raylile Avenue Orland Park, IL 80462

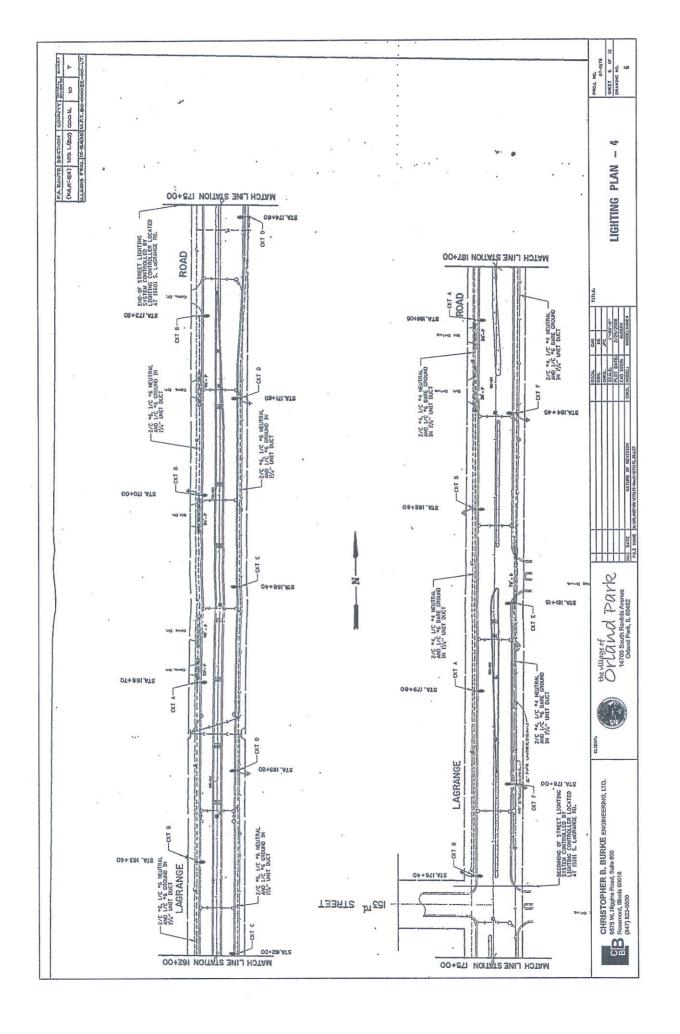
GENERAL NOTES, SUMMARY OF QUANTITIES & LEGEND

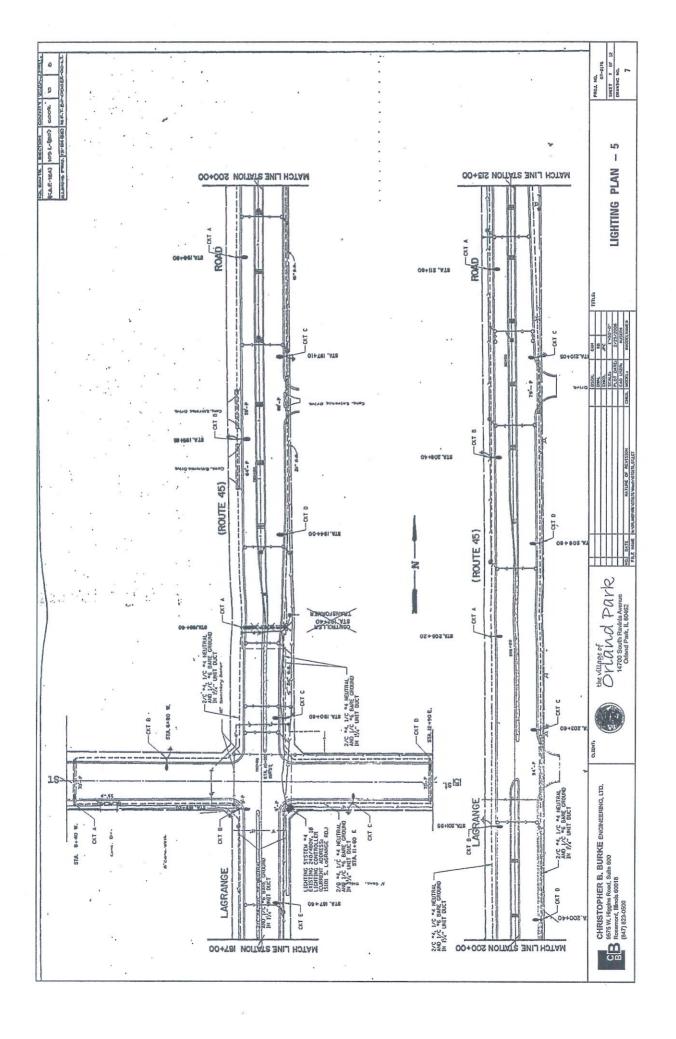
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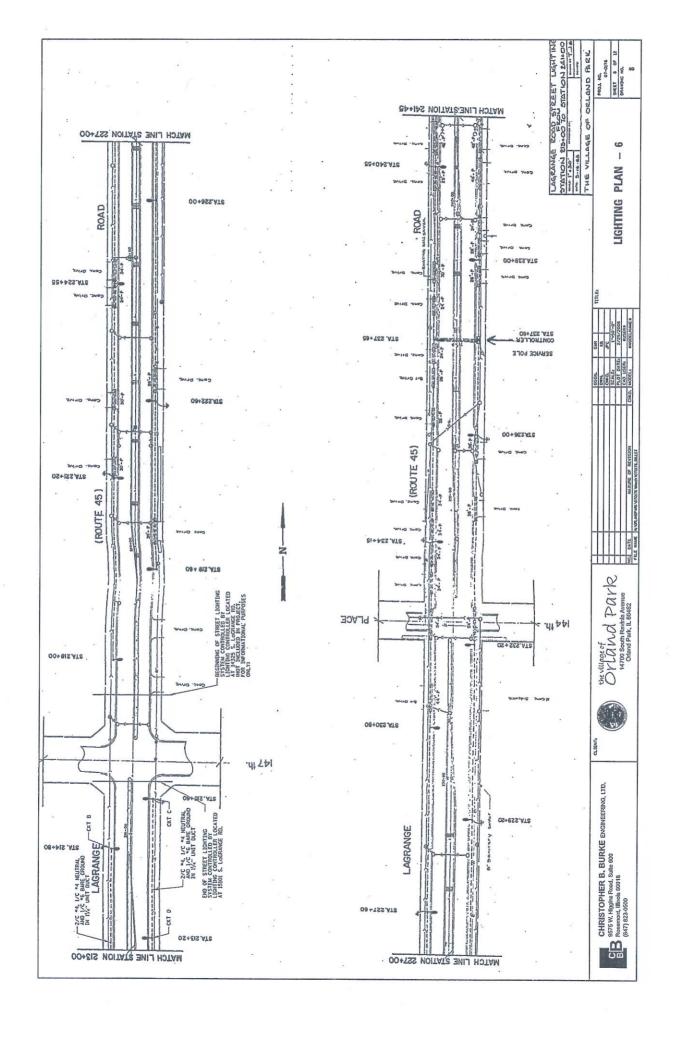


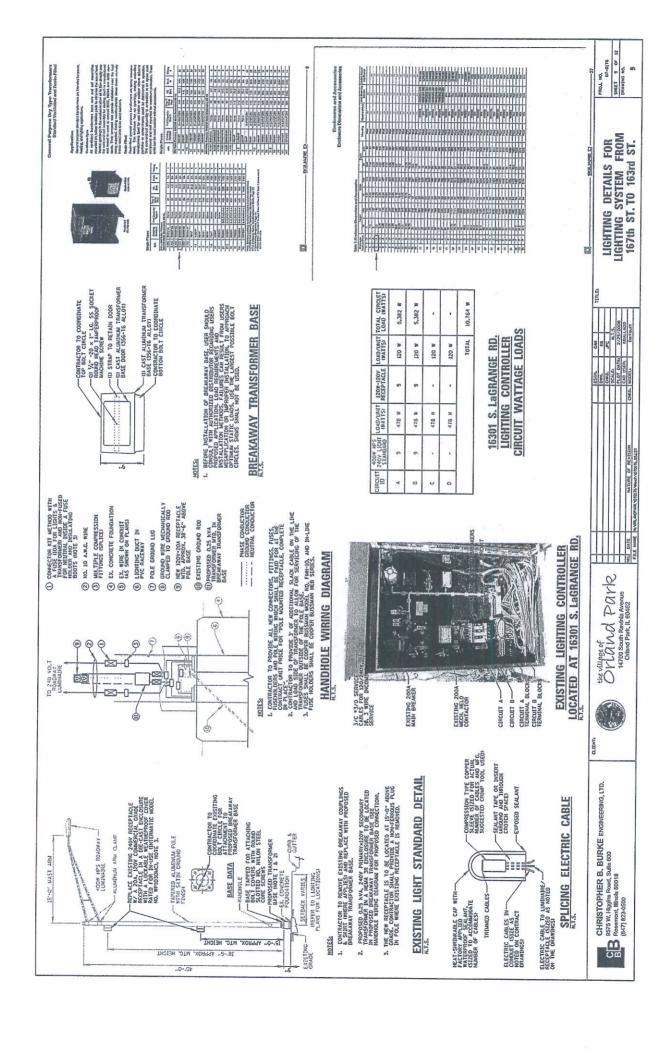


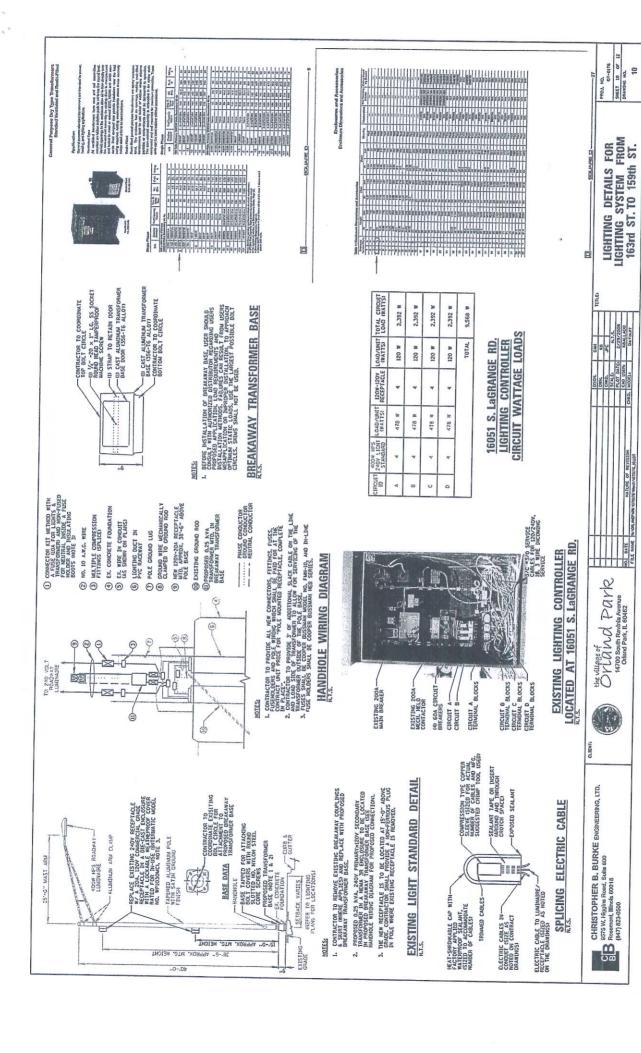


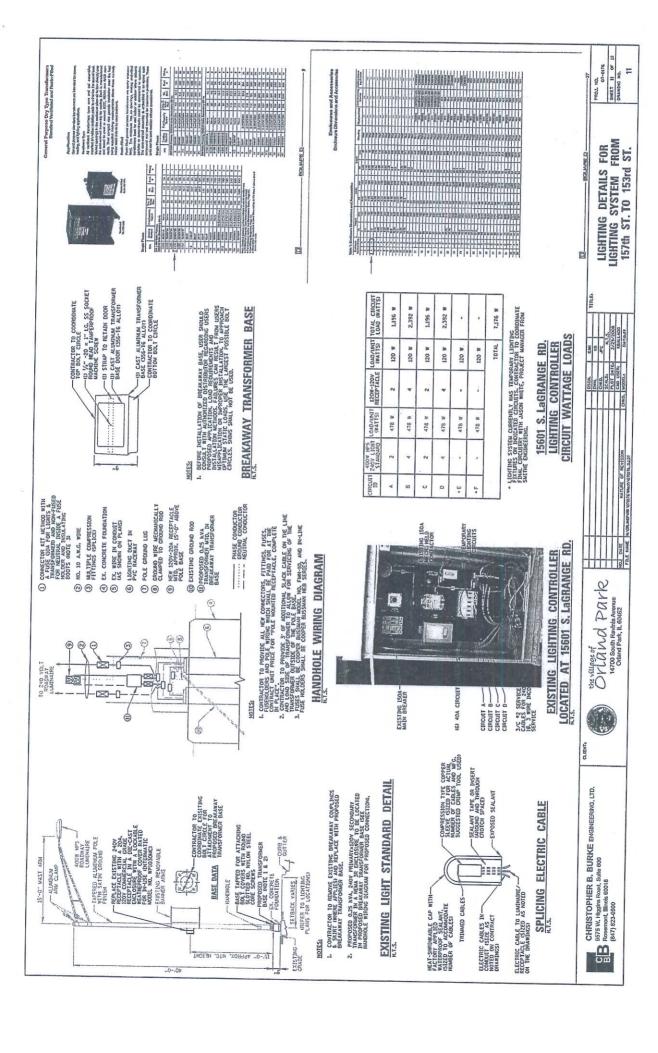


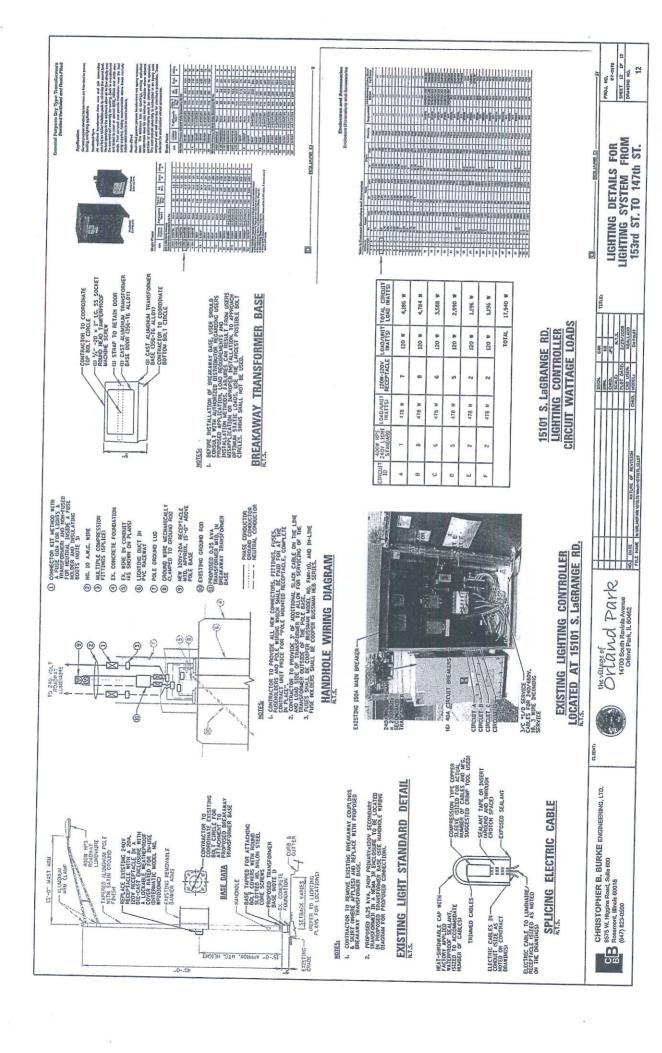












PROPOSAL SUMMARY SHEET

LaGrange Road Seasonal Lighting Improvements

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

٠.
Organization Name: The Edward Electric Co,
Street Address: Po Box 665
City, State, Zip: Hillside De 60162
Contact Name: Steven Passwell-
Phone: 630 833 0999 Fax: 630 279 6134
E-Mail address:
EIN#: 36-4456184
Description Breakaway Device, Transformer Base, Complete in Place Step Down Transformer and Wiring, Complete in Place Pole Mounted Receptacle, Complete In Place Total Proposal Price per Light: Suppose the price per Light: Suppos
Date: 4/9/08

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)

BUSINESS ORGANIZATION:

	w
Sole Proprietor: An individual whose s	ignature is affixed to this proposal.
Partnership: Attach sheet and state f principals and/or partners. Provide percent of ov	ull names, titles and address of all responsible wnership and a copy of partnership agreement.
Provide a disclosure of all officers and princi incorporation and indicate if the corporation is a	half hy halle ally business addition
reject any or all proposals, to accept an alternary proposal.	t the Village of Orland Park reserves the right to nate proposal, and to waive any informalities in
In compliance with your Request for Propos undersigned offers and agrees, if this proposal	als, and subject to all conditions thereof, the is accepted, to furnish the services as outlined.
The Eduard Elatric Co	(Corporate Seal)
Business Name	
Lange	Steven Passarelli
Signature	Print or type name
Title	9/7/03 Date

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

1, Steven Passachi	_, being first duly sworn certify
and say that I am	" or other proper title)
Contractor submitting this proposal, and that the Prime contracting with any unit of state or local government as a res 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar rotating" of any state or of the United States. Signature of Person Making Certificate	sult of a violation of either Section ar offense of "bid-rigging" or "bid-
Subscribed and Sworn To Before Me This Stranger Day of April 2008. Subscribed and Sworn To Before Me This Stranger Day OFFICIAL SEAL JOHN W. SEIFRIED NOTARY PUBLIC, STATE OF ILLI MY COMMISSION EXPIRES 3-20. 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 Vendor'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 Vendor 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 Vendor 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 Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

RY.

DATE: 4

Subscribed and Sworn to Before me this &t

Day of Age: 1 200

Notary Public

OFFICIAL SEAL
JOHN W. SEIFRIED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-20-2010

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

By:

Authorized Officer)

Subscribed and Sworn to before me this 8+4 day

before me this

20 0 8

OFFICIAL SEAL

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3-20-2010

Notary Public

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

Steven Passacell, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)
The Edward Electric Co, having submitted a proposal for:
(Name of Company)
The Edward Electric Co, having submitted a proposal for: (Name of Company) Seagnona (Lighting RFP (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).
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 al taxes due and is currently in compliance with that agreement.
 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
(Name of employee/driver or "all employee drivers") is/are currently participating
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: Sten Mossall
Officer or Owner of Company named above
Subscribed and sworn to Before me this 8th
day of April , 200 8. OFFICIAL SEAL JOHN W. SEIFRIED NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-20-2010 }
Notary Public

APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Steven Passarelli having been first duly sworn depose
and state as follows:
I. Sheiner Passwell. , am the duly authorized
agent for Eduard Electric Co, which has
submitted a bid to the Village of Orland Park for
Lu Gronge Ad Lighting and I hereby certify (Name of Project) And I hereby certify
that The Edward Electric 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: All Men
Title: U. R
Subscribed and Sworn to Before me this Style lay of April 2008
OFFICIAL SEAL JOHN W. SEIFRIED NOTARY PUBLIC, STATE OF ILLINOIS
Notary Public MY COMMISSION EXPIRES 3-20-2010 }

REFERENCES

(Please Print or Type)	
ORGANIZATION	Village of Orland Hills
ADDRESS	1
CITY, STATE, ZIP	
PHONE NUMBER	708 349 6666
CONTACT PERSON	John Daly
DATE OF PROJECT	on going (maintenance contract)
ORGANIZATION	c.ty of Cantry Club Hills
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	DAN Barr
CONTACT PERSON	708 798 3940
DATE OF PROJECT	ON going (maintenance contract)
ORGANIZATION	Village of Addison
ADDRESS	J
CITY, STATE, ZIP	
PHONE NUMBER	630 620 2526
CONTACT PERSON .	Michael Buell
DATE OF PROJECT	ON going work (on call)
Proposer's Name & Title	: Steven Passarell. U.P
Signature and Date:	120 2 - 4/7/08

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing proposer'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

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 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 coverage required of the Contractor shall be <u>specifically endorsed</u> 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. Certificates of insurance must state that the insurer shall 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 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 proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverage and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer and the proposal will be awarded to the next highest rated proposer or result in creation of a new request for proposals.

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ACCEPTED & AGREED THIS 7	DAY OF April , 20008
16000	Authorized to execute agreements for:
Signature Steven Passwelli	Edward Electric
Printed Name & Title	Name of Company

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			INSURER B:	Westport Insuran		
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		9			PERSONAL & ADV INJURY	\$1,000,000
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	AUTOMOBILE LIABILITY					
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	SCHEDULED ALITOS				(Per person)	\$
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	X NON-OWNED AUTOS		,		BODILY INJURY (Per accident)	\$
-					PROPERTY DAMAGE (Per accident)	\$
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	ANY AUTO					\$
					OTHER THAN EA ACC	\$
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Policy Number CH08PKG010980-00

SCHEDULE OF FORMS AND ENDORSEMENTS

NAVIGATORS INSURANCE COMPANY

Named Insured THE EDWARD ELECTRIC COMPANY

Effective Date: 03-01-08

12:01 A.M., Standard Time

Agent Name SUBURBAN INS AGENCIES, INC. Agent No. SP812021

Agent Name Bobothist Tree Vietness,				
COMMON POLICY FORMS AND ENDORSEMENTS				
NAV IL PJ 04-05 NAV - COMMERCIAL LINES POLICY JACKET CO-DEC 07-01 COMMON POLICY DECLARATIONS FORM-SCHED 01-97 SCHEDULE OF FORMS AND ENDORSEMENTS LOC-SCHED 01-97 SCHEDULE OF LOCATIONS LOC-SCHED 11-02 REJECT DISCLOSURE NOTICE-TERROR RISK ACT DN-TERROR-REJECT 11-98 COMMON POLICY CONDITIONS IL 00 17 07-02 NUCLEAR ENERGY LIABILITY EXCLUSION ENDT IL 01 18 05-05 ILLINOIS CHANGES IL 01 62 04-06 ILLINOIS CHANGES - DEFENSE COSTS IL 02 84 12-05 ILLINOIS CHANGES - DEFENSE COSTS IL 09 35 11-02 EXCL OF CERTAIN COMPUTER- RELATED LOSSES IL 09 68 11-02 EXCL/CERT ACTS-TERROR; COV/FIRE LOSSES IL NOTICE 00-00 ILLINOIS POLICYHOLDER NOTICE NAV-PHN-MM-200 11-05 PLCYHLDR NOTICE-CLAIMS RPRTG PROCEDURES				
PROPERTY FORMS AND ENDORSEMENTS				
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TOPIC AND TRIDOPSEMENTS				
GL-DEC GL-SCHED GL-SCHED ANF 150 IL ANF 158 ANF 162 ANF 162 ANF 184 CG 00 01 CG 21 90 SCHMODGL CG 02 00 CG 21 34 CG 21 47 CG 21 4	V			
INLAND MARINE FORMS AND ENDORSEMENTS				
IM-DEC 09-00 COMM INLAND MARINE COV PART SUPP DEC CI. 0100 03-99 COMMON POLICY CONDITIONS CM 00 01 09-04 COMMERCIAL IM CONDITIONS				

DIGO CI COOO II.IIIII

COMMERCIAL GENERAL LIABILITY CG 20 10 10 01-NAV (11 07)

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization (excluding architects, engineers and surveyors engaged by you) whom you have agreed in a written contract to name as an additional insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

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

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

- C. As respects the additional insureds covered by this endorsement, Section IV Commercial General Liability Conditions, Paragraph 4 Other Insurance, Part a. is amended to read: "With respect to a policy of insurance issued to the additional insured hereunder as a named insured, this insurance is primary and non-contributory. With respect to other policies of insurance under which the additional insured hereunder qualifies as an additional insured, this insurance is excess.
- D. As respects the additional insureds covered by this endorsement, we waive any right of recovery we may have because of payments we make for injury or damage under this coverage part.

COMMERCIAL GENERAL LIABILITY CG 20 37 10 01-NAV(11 07)

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS -**AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following: automatic status when required in construction agreement with you

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Any person or organization (excluding architects, engineers and surveyors engaged by you) whom you have agreed in a written contract to name as an additional insured.
Location And Description of Completed Operations:
Any location designated in an above referenced contract.
Additional Premium:
Included
W. J. J. D. Janeline

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".
- B. As respects the additional insureds covered by this endorsement, Section IV - Commercial General Liability Conditions, Paragraph 4 -Other Insurance, Part a. is amended to read: "With respect to a policy of insurance issued to the additional insured hereunder as a named insured, this insurance is primary and noncontributory. With respect to other policies of insurance under which the additional insured hereunder qualifies as an additional insured, this insurance is excess.
- C. As respects the additional insureds covered by this endorsement, we waive any right of recovery we may have because of payments we make for injury or damage under this coverage part.

EL EGGO IITTOINI

WC 00 03 13 (Ed. 4-84)

P . /

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule 1

BLANKET

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/04/2008 Policy No. WCX 0032210 Endorsement No. 001

Insured THE EDWARD ELECTRIC COMPANY Premium \$ 12,491.00

Insurance Company Westport Insurance Corporation Countersigned by

Countersigned by

WC 00 03 13 (Ed. 4-84)

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Sinker March Marker of St. Care

Hart Forms & Services Reorder No. 14-4888



PERFORMANCE BOND

	Bond Number: 7052	21347
KNOW ALL PERSONS BY THESE PRESENTS, T	hat we The Edward Electric Company	7
		0
	llside, IL 60162	, herelnafte
referred to as the Principal, and		
as Surety, are held and firmly bound unto	Village of Orland Park	
of 14700 S. Ravinia Ave.,	Orland Park, IL 60462	, hereinafter
referred to as the Obligee, in the sum of <u>Seventy-</u>	Five Thousand and 00/100	
Dollars (\$ 75,000.00), for the payment of vanishing and assigns, jointly and severally, firmly by these pre-	vhich we bind ourselves, our legal representa esents.	itives, successors
WHEREAS, Principal has entered into a contract wi	th Obligee, dated the 13 day of	may,
THE THE STATE SEARCHAIL	lanting Improvements	
the Obligee from all cost and damage by reason of and vold; otherwise it shall remain in full force and effectively and the location in which the work or part of the work or part of the work or Default or within two years after the Contractor Default or within two years after the C	Bond may be instituted in any court of compork is located and shall be instituted within intractor ceased working or within two years	etent jurisdiction two years after after the Surety
O RIGHT OF ACTION shall accrue on this Bond to bligee named herein or the heirs, executors, admini	o or for the use of any person or corporation istrators or successors of the Obligee.	n other than the
IGNED, SEALED AND DATED this28th d	ay of <u>May</u> , <u>2008</u> .	
CORPORATE SO SEAL ** SEAL **	By DAVID S SLOCUM	



PAYMENT BOND

Bond Number: 70521347
KNOW ALL PERSONS BY THESE PRESENTS, That we The Edward Electric Company
P. O. Box 665, Hillside, IL 60162 , herelnafter
referred to as the Principal, and Western Surety Company
as Surely, are held and firmly bound unto
of 14700 S. Ravinia Ave., Orland Park, IL 60462 , hereinafter
referred to as the Obliges, in the sum of Seventy-Five Thousand and 00/100
Dollars (\$ 75,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, Principal has entered into a contract with Obligee, dated 13 day of May
A for La Grange Road Seasonal Lighting Improvements
copy of which contract is by reference made a part hereof.
NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be vold; otherwise to remain in full force and effect. No suit or action shall be commenced hereunder (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to
the minimum period of limitation permitted by such law. (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
SIGNED, SEALED AND DATED this 28th day of May, 2008
By (Seal) Western Burety Company Western Burety Company SEAL By Autoriey-in-Fact

STATE OF Illinois COUNTY OF Du Page	(Attorney-in-Fact)	Bond No. 70521347
On this 28th day of and for said County, personally appeared	May DAVID S S	2008 , before me, a notary public in
Dakota, that the said instrument was exit the said	duly sworn, did say, that he is the Attorney-in- a, created, organized and existing under and b scuted on behalf of the said corporation by au DAVID S SLOCUM	Fact of WESTERN SURETY COMPANY, by virtus of the laws of the State of South thority of its Board of Directors and that
without sinxing the corporate seal of said		900 = 50
Burr Ridge	eunto subscribed my name and affixed my offic Illinois	ial seal at, the day and year last above written.
My commission expires	2 Victoria W.	Hanzahan Notary Public

OFFICIAL SEAL
VICTORIA M. HANRAHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-30-2008

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make constitute and appoint DAVID S SLOCUM
its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:
Principal: The Edward Electric Company
Obligee: Village of Orland Park
Amount: \$500,000.00
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 30, but until such time shall be irrevocable and in full force and effect.
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate asal to be affixed this REF
On this 28th day of May , in the year 2008 , before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, anknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation. D. KRELL NOTARY FUEL DESCRIPTION OF THE PROPERTY COMPANY AND ARCHITECTURE OF THE PROPERTY COMPANY AND ARCHITECTUR
I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.
In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 28th day of May 2008
WESTERN SURETY COMPANY
Paul T. Bruil at Naming Vice President

Form F5306-9-2006