

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2017-0058

Innoprise Contract #: C17-0021

Year: 2017

Amount: \$3,342,000.00

Department: Public Works - Doug Medland/Bill Cunningham

Contract Type: Small Construction & Installation

Contractors Name: Dyer Construction Company, Inc.

Contract Description: Parkview Estates Stage 2 Storm Water Improvement

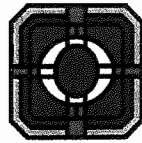
MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

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



**ORLAND
PARK**

VILLAGE HALL

TRUSTEES

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

March 10, 2017

Mr. Greg Furman
Dyer Construction Company, Inc.
1716 Sheffield Avenue
Dyer, Indiana 46311

RE: NOTICE TO PROCEED – Parkview Estates Stage 2 Storm Water Improvement

Dear Mr. Furman:

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 6, 2017. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Doug Medland at 708-403-6198 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract 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 March 1, 2017 in an amount not to exceed Three Million Three Hundred Forty Two Thousand and No/100 (\$3,342,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Doug Medland

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Ave.
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March 1, 2017

Mr. Greg Furman
Dyer Construction Company, Inc.
1716 Sheffield Avenue
Dyer, Indiana 46311

NOTICE OF AWARD – Parkview Estates Stage 2 Storm Water Improvement

Dear Mr. Furman:

This notification is to inform you that on February 20, 2017, the Village of Orland Park Board of Trustees approved awarding Dyer Construction Company, Inc. the contract in accordance with the bid you submitted dated January 24, 2017, for Parkview Estates Stage 2 Storm Water Improvement for an amount not to exceed Three Million Three Hundred Forty Two Thousand and No/100 (\$3,342,000.00) 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 15, 2017.

- I am attaching the Contract for Parkview Estates Stage 2 Storm Water 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.
- 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.
- I've included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.
- Please submit Performance and Payment Bonds, dated March 1, 2017. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Domalewski", written in a cursive style.

Denise Domalewski
Purchasing & Contract Administrator

cc: Rich Rittenbacher



ORLAND PARK

Parkview Estates Stage 2 Storm Water Improvements (Contract for Small Construction or Installation Project)

This Contract is made this **1st day of March, 2017** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Dyer Construction Company, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Contract

The Terms and General Conditions pertaining to the Contract

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

- o The Invitation to Bid issued January 9, 2017
- o The Instructions to the Bidders
- o Exhibit C – Specifications & Special Provisions
- o Exhibit D – Construction Details
- o All Addenda issued

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

Affidavit of Compliance

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

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

Installation of approximately 2400 feet of 36" storm sewer to connect an existing detention basin to the proposed detention basin. The project will include storm sewer and storm sewer structures, pavement reconstruction, sidewalk removal and replacement, earth excavation for a new detention basin and landscape/erosion control improvements. A new overland flow swale shall be graded between two existing houses within the project limits.

Contractor shall submit a construction schedule prior to starting any work, and shall submit weekly progress reports until all work is completed.

(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 (if any):

Please see attached unit pricing submitted with proposal

TOTAL: an amount not to exceed Three Million Three Hundred Forty Two Thousand and No/100 (\$3,342,000.00) Dollars

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

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

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

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract on or before September 30, 2017, (hereinafter referred to as the "CONTRACT TIME"). The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. Liquidated damages shall be assessed daily after September 30, 2017 if the work is not complete. Should the CONTRACTOR neglect, refuse, or fail to complete the work under the contract by September 30, 2017, and in view of the difficulty of estimating with exactness the damages caused by such delay, the VILLAGE will have the right to charge the CONTRACTOR for each and every calendar day that the work is not complete according to the Village's Plans and Specifications, as liquidated damages and not a penalty. This amount shall be calculated as

shown in the Schedule of Deductions for Each Day of Overrun in Contract Time, per Article 108.09: Failure to Complete the Work on Time of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction in its latest edition. The Contract will expire upon completion, inspection, acceptance, and final payment for the work/goods/services performed. Certain provisions of the Contract shall survive expiration or termination of the Contract.

Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

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

Compensation Act court interpretations or otherwise.

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

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

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

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

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt 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, Purchasing Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

Greg Furman, Vice President
Dyer Construction Company, Inc.
1716 Sheffield Avenue
Dyer, Indiana 46311
Telephone: 219-865-2961
Facsimile: 219-865-2963
e-mail: gfurman@dyerconstruction.com

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

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

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

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

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

FOR: THE VILLAGE

By: Timothy J. McCarthy

Print name: TIMOTHY J. MCCARTHY

Its: INTERIM VILLAGE MANAGER

Date: 3/2/17

FOR: THE CONTRACTOR

By: Greg Furman

Print name: Greg Furman

Its: Vice-President

Date: 3/2/2017

 ORLAND PARK
CONSTRUCTION CONTRACT
Terms and General Conditions

Terms and General Conditions for the CONTRACT between The Village of Orland Park (the "VILLAGE") and Dyer Construction Company, Inc. (the "CONTRACTOR") for PARKVIEW ESTATES STAGE 2 STORM WATER IMPROVEMENTS (the "WORK") dated March 1, 2017 (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1. VILLAGE'S RIGHTS AND DUTIES

- 1.1.1. Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2. The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3. The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4. The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.

- 1.1.5. If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE's cost of the correction or cure from the amounts owed to the CONTRACTOR.

1.2. CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1. The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.
- 1.2.2. The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3. CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4. CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5. The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6. The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7. CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.

1.2.7.1. This CONTRACT calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2. Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act.

Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

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

ARTICLE 2: CONTRACT DOCUMENTS

2.1. The CONTRACT consists of the following documents and items:

- 2.1.1. Agreement between the parties
- 2.1.2. Terms and General Conditions to the Agreement
- 2.1.3. Special Conditions to the Agreement, if any
- 2.1.4. The Project Manual dated January 9, 2017 which includes
 - Invitation to Bid
 - Instructions to the Bidders
 - Specifications and Drawings, if any
- 2.1.5. Accepted Bid Proposal as it conforms to the bid requirements
- 2.1.6. Addenda, if any
- 2.1.7. Affidavit of Compliance required by the VILLAGE
- 2.1.8. Required Certifications and documents as may be required by other project funding agencies
- 2.1.9. Required Certificates of Insurance
- 2.1.10. Performance and Payment Bonds

ARTICLE 3: PAYMENTS AND COMPLETION

- 3.1. The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.
- 3.2. No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.

3.3. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.

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

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

ARTICLE 4: TAXES

4.1. The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish CONTRACTOR with exemption numbers as required. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

ARTICLE 5: INSPECTION OF MATERIALS

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

ARTICLE 6: ASSIGNMENT

6.1. The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.

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

6.3. The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.

- 6.4. The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.
- 6.5. By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

- 7.1. All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.
- 7.2. The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

- 8.1. If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the

CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

8.2. Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.

8.3. All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

ARTICLE 9: DISPUTES AND VENUE

9.1. Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the Village Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.

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

ARTICLE 10: CONTRACT TIME

10.1. Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as

conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1. Insurance Requirements

11.1.1. The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

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

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

11.2. Indemnification

11.2.1. The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives

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

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

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 13: EXECUTION OF CONTRACT

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

ARTICLE 14: CHANGES IN THE WORK

14.1. All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project

Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

- 15.1. VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

EXHIBIT A

Insurance Requirements

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence \$5,000,000 – Aggregate

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

BIDDER SUMMARY SHEET

ITB #17-002 Parkview Estates Stage 2 Drainage Improvement
Project Name

Business Name: Dyer Construction Company, Inc.,

Street Address: 1716 Sheffield Avenue

City, State, Zip: Dyer, IN 46311

Contact Name: Greg Furman

Title: Vice-President

Phone: (219) 865-2961 Fax: (219) 865-2963

E-Mail address: gfurman@dyerconstruction.com

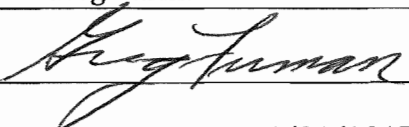
IDOT Contractor # 1569

PRICE PROPOSAL

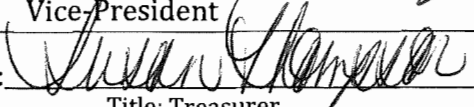
GRAND TOTAL BID PRICE	\$ <u>3,342,000.00</u>
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AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Greg Furman

Signature of Authorized Signee: 

Title: Vice-President Date: 1/24/2017

Attest:  Date: 1/24/17
Title: Treasurer

VILLAGE OF ORLAND PARK
ITB #17-002 Unit Price Sheet - REVISED per Addendum 2
PARKVIEW ESTATES STAGE 2 DRAINAGE IMPROVEMENT

CBBEL PROJECT NO. 120342

SP	ITEM #	IDOT CODE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
	1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	40	\$ 40.00	\$ 1,600.00
	2	20101000	TEMPORARY FENCE	FOOT	1200	\$ 4.00	\$ 4,800.00
	3	20101200	TREE ROOT PRUNING	EACH	15	\$ 100.00	\$ 1,500.00
	4	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	5	\$ 35.00	\$ 175.00
	5	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	5	\$ 50.00	\$ 250.00
	6	20200100	EARTH EXCAVATION	CU YD	77100	\$ 21.21	\$ 1,635,291.00
	7	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	7150	\$ 21.89	\$ 156,513.50
	8	20700220	POROUS GRANULAR EMBANKMENT	CU YD	700	\$ 46.01	\$ 32,207.00
*	9	20800150	TRENCH BACKFILL, SPECIAL	CU YD	1600	\$ 29.82	\$ 47,712.00
	10	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	5500	\$ 6.30	\$ 34,650.00
	11	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	700	\$ 7.66	\$ 5,362.00
	12	25000210	SEEDING, CLASS 2A	ACRE	7.9	\$ 3,200.00	\$ 25,280.00
	13	25100630	EROSION CONTROL BLANKET	SQ YD	38000	\$ 1.25	\$ 47,500.00
	14	25200200	SUPPLEMENTAL WATERING	UNIT	10	\$ 200.00	\$ 2,000.00
	15	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	800	\$ 8.00	\$ 6,400.00
	16	28000400	PERIMETER EROSION BARRIER	FOOT	3200	\$ 5.31	\$ 16,992.00
	17	28000510	INLET FILTERS	EACH	13	\$ 200.00	\$ 2,600.00
	18	28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	1000	\$ 1.25	\$ 1,250.00
	19	28100107	STONE RIPRAP, CLASS A4	SQ YD	70	\$ 66.97	\$ 4,687.90
	20	28100109	STONE RIPRAP, CLASS A5	SQ YD	100	\$ 66.97	\$ 6,697.00
	21	28200200	FILTER FABRIC	SQ YD	170	\$ 5.23	\$ 889.10
	22	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	95	\$ 15.48	\$ 1,470.60
	23	35102100	AGGREGATE BASE COURSE, TYPE B 9"	SQ YD	510	\$ 13.66	\$ 6,966.60
	24	35800100	PREPARATION OF BASE	SQ YD	9175	\$ 1.53	\$ 14,037.75
	25	35800200	AGGREGATE BASE REPAIR	TON	300	\$ 24.84	\$ 7,452.00
	26	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	10	\$ 69.38	\$ 693.80
	27	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	830	\$ 75.00	\$ 62,250.00
	28	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1630	\$ 57.00	\$ 92,910.00
*	29	42400800	DETECTABLE WARNINGS	SQ FT	160	\$ 28.00	\$ 4,480.00
	30	44000100	PAVEMENT REMOVAL	SQ YD	9200	\$ 6.86	\$ 63,112.00
	31	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	500	\$ 4.62	\$ 2,310.00
	32	44000600	SIDEWALK REMOVAL	SQ FT	1770	\$ 1.02	\$ 1,805.40
*	33	44201723	CLASS D PATCHES, 6 INCH, SPECIAL	SQ YD	20	\$ 143.67	\$ 2,873.40
	34	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	\$ 923.02	\$ 923.02
	35	54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	1	\$ 1,083.02	\$ 1,083.02
	36	54213681	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	2	\$ 1,490.40	\$ 2,980.80
	37	550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	311	\$ 80.42	\$ 25,010.62
	38	550A2340	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	FOOT	168	\$ 99.24	\$ 16,672.32
	39	550A2360	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"	FOOT	146	\$ 125.68	\$ 18,349.28
	40	550A2400	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 36"	FOOT	2377	\$ 142.28	\$ 338,199.56
*	41	56106300	ADJUSTING WATER MAIN 6"	FOOT	60	\$ 357.30	\$ 21,438.00
*	42	56106700	ADJUSTING WATER MAIN 16"	FOOT	60	\$ 965.22	\$ 57,913.20
*	43	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	120	\$ 106.08	\$ 12,729.60
	44	60201105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	\$ 3,953.02	\$ 3,953.02
	45	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 2,768.16	\$ 2,768.16
	46	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 3,248.17	\$ 3,248.17
	47	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	5	\$ 4,793.06	\$ 23,965.30
	48	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	\$ 6,500.38	\$ 39,002.28
	49	60236800	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	2	\$ 2,983.32	\$ 5,966.64
	50	60500040	REMOVING MANHOLES	EACH	1	\$ 354.01	\$ 354.01
	51	60500050	REMOVING CATCH BASINS	EACH	2	\$ 353.32	\$ 706.64
	52	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	300	\$ 70.66	\$ 21,198.00
	53	67000400	ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	8	\$ 1,917.00	\$ 15,336.00
	54	67100100	MOBILIZATION	L SUM	1	\$ 86,685.53	\$ 86,685.53
	55	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	500	\$ 5.00	\$ 2,500.00
	56	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	70	\$ 5.00	\$ 350.00
*	57	X0326020	UTILITY PROTECTION PAD	SQ YD	15	\$ 460.04	\$ 6,900.60
*	58	X0426200	DEWATERING	L SUM	1	\$ 1,500.00	\$ 1,500.00
*	59	X2130010	EXPLORATION TRENCH (SPECIAL)	CU YD	100	\$ 111.44	\$ 11,144.00
*	60	X2520700	SODDING, SPECIAL	SQ YD	700	\$ 19.00	\$ 13,300.00
*	61	X4240430	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT	1400	\$ 6.53	\$ 9,142.00
*	62	X6061700	COMBINATION CONCRETE CURB AND GUTTER, TYPE B (SPECIAL)	FOOT	1435	\$ 24.10	\$ 34,583.50
*	63	X6061815	COMBINATION CONCRETE CURB AND GUTTER, TYPE M (SPECIAL)	FOOT	450	\$ 22.00	\$ 9,900.00
*	64	X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	\$ 5,000.00	\$ 5,000.00
*	65	Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	280	\$ 12.08	\$ 3,382.40
*	66	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 52,709.99	\$ 52,709.99
*	67	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	15	\$ 403.62	\$ 6,054.30
*	68	N/A	ADJUSTING STORM SEWERS, 8-INCH DIAMETER OR LESS	FOOT	100	\$ 77.76	\$ 7,776.00
*	69	N/A	ADJUSTING WATER SERVICE LINES	FOOT	120	\$ 43.67	\$ 5,240.40
*	70	N/A	AS-BUILT DRAWINGS	L SUM	1	\$ 5,940.00	\$ 5,940.00
*	71	N/A	ELASTOMERIC INLINE CHECK VALVE 12" DIAMETER	EACH	1	\$ 2,555.62	\$ 2,555.62
*	72	N/A	GRATE FOR 12" FLARED END SECTION	EACH	1	\$ 674.65	\$ 674.65
*	73	N/A	GRATE FOR 24" FLARED END SECTION	EACH	1	\$ 860.00	\$ 860.00
*	74	N/A	GRATE FOR 36" FLARED END SECTION	EACH	2	\$ 1,450.01	\$ 2,900.02
*	75	N/A	LANDSCAPE ALLOWANCE	L SUM	1	\$ 50,000.00	\$ 50,000.00
*	76	N/A	MAINTENANCE OF PEDESTRIAN TRAFFIC	L SUM	1	\$ 2,500.00	\$ 2,500.00
*	77	N/A	SANITARY SEWER SERVICE CONNECTIONS - TEE	EACH	5	\$ 1,395.00	\$ 6,975.00
*	78	N/A	TOPSOIL EXCAVATION AND PLACEMENT - MEDIAN STOCKPILE	CU YD	4550	\$ 13.15	\$ 59,832.50
*	79	N/A	TOPSOIL EXCAVATION AND PLACEMENT - PUBLIC WORKS SITE	CU YD	3000	\$ 10.91	\$ 32,730.00
*	80	N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE	EACH	4	\$ 3,586.95	\$ 14,347.80

Name of Company: Dyer Construction Company, Inc.
Signature: _____

Date: 1-24-17

TOTAL \$ 3,342,000.00
(Please enter TOTAL on Bid Summary Sheet)

AFFIDAVIT OF COMPLIANCE

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

The undersigned Greg Furman,
(Enter Name of Person Making Affidavit)

as Vice-President
(Enter Title of Person Making Affidavit)

and on behalf of Dyer Construction Company, Inc.,
(Enter Name of Business Organization)

certifies that Bidder is:

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

Federal Employer I.D. #: 35-1068009
(or Social Security # if a sole proprietor or individual)

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

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation Indiana 3/8/1958
(State of Incorporation) (Date of Incorporation)

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

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

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

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

4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes ☒ No ☐

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

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

Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant

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

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

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

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

6) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Bidder will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes [X] No []

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: Signatory through Laborers, Operators and Teamster Unions.

Brief Description of Program: Through the above provided unions we are affiliated with
their apprenticeship and training programs, as well as the Indiana Department of
Transportation and the Illinois Department of Transportation apprenticeship and
training programs.

8) TAX COMPLIANT: Yes [X] No []

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

AUTHORIZATION & SIGNATURE:

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

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Greg Furman

Name of Authorized Officer

Vice-President

Title

1/24/2017

Date

Subscribed and Sworn To
Before Me This 24th Day
of January, 2017.



Notary Public Signature



NOTARY SEAL

REFERENCES

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

Bidder's Name: Dyer Construction Company, Inc.,
(Enter Name of Business Organization)

Project name: CN Kirk Yard Stormwater Improvements
Project location: Buchanan Street, Gary, IN
Owner: CN Railroad
Owner's Representative: TRC - Kevin "BEAU" Perry
Address: 505 E. Huntland Dr. STE. 250 Austin, Texas 78752
Telephone number: (512) 454-8716
Description of work: New Storm Pipe, Oil Water Separator, Force Main & Lift Station.

Total cost of the project: \$8,200,000.00 **Date of Project:** 2015

Project name: R-33646-B Mississippi Street Widening
Project location: On Mississippi St., in Merrillville, Indiana
Owner: Indiana Department of Transportation
Owner's Representative: Robinson Engineering: Steve King
Address: 253 W. 80th Place, Merrillville, IN 46410
Telephone number: (219) 791-0705
Description of work: Widening of Mississippi St., including Storm Sewers, Stone Base Asphalt and Concrete.

Total cost of the project: \$9,200,000.00 **Date of Project:** 2015 - 2016

Project name: Hammond Sanitary District - CSO Project
Project location: 5143 Columbia Avenue Hammond, Indiana 46327
Owner: Hammond Sanitary District
Owner's Representative: Rick Sutton
Address: 5143 Columbia Avenue Hammond, Indiana 46327
Telephone number: (219) 853-6413
Description of work: Construction of a CSO Basin, Storm Sewers and Various Upgrades to the Waste Water Treatment Plant

Total cost of the project: \$42,000,000.00 **Date of Project:** 2013 - 2015

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)

\$5,000,000 – Each Occurrence
\$5,000,000 – Aggregate

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

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

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

ACCEPTED & AGREED THIS 24th DAY OF January, 2017



Signature

Greg Furman, Vice-President

Printed Name & Title

Authorized to execute agreements for:

Dyer Construction Company, Inc.,

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DYERC-1

OP ID: JD

DATE (MM/DD/YYYY)

03/02/2017

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

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

PRODUCER
Braman Insurance Services
8001 Broadway, Suite 300
Merrillville, IN 46410-6286
Randy C. Vale

CONTACT NAME: **Joyce Dolato**
PHONE (A/C, No, Ext): **219-738-2526** FAX (A/C, No): **219-738-1833**
E-MAIL: **joyce.dolato@bramaninsurance.com**
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: **Amerisure Companies** NAIC # **19488**

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Dyer Construction Company, Inc
1716 Sheffield Avenue
Dyer, IN 46311

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	X	X	CPP13178851601	02/21/2017	02/21/2018	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS ☒ MCS-90	X		CA13178841801	02/21/2017	02/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CU13178861902	02/21/2017	02/21/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	X	WC1317887-19 IN/IL	02/21/2017	02/21/2018	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - FA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Fit			IM20751940602	02/21/2017	02/21/2018	585,000
A	Motor Truck Cargo			IM20751940602	02/21/2017	02/21/2018	450,000

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

Re: Parkview Estates Stage 2 Storm Water Improvements
Additional Insured & Waiver of Subrogation to: Village of Orland Park, its trustees, officers, directors, agents, employees, representatives and assigns
Attached forms: CG7048 10/15, CG7049 11/09, CA7115 11/09, WC000313, 30-day canc IL7066. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION****ORLAN01**

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

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP13178851601	Agency Number 0605746	Policy Effective Date 02/21/2017
Policy Expiration Date 02/21/2018	Date	Account Number 10902990
Named Insured DYER CONSTRUCTION COMPANY, INC.	Agency BRAMAN INSURANCE SERVICES	Issuing Company AMERISURE INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
 - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;
- then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".
- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

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

WHO IS AN INSURED (Section II) 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" for that insured by or for you.

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- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. LIQUOR LIABILITY

Exclusion **c. Liquor Liability** is deleted.

2. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

(6) An aircraft that you do not own that is:

- (a) Hired;
- (b) Rented; or
- (c) Loaned to you;

with paid crew for a period of five (5) consecutive days or less.

Paragraph (6) does not apply if the insured has any other insurance for "bodily injury or "property damage" liability for such aircraft, whether such other insurance is primary, excess, contingent or on any other basis.

3. PREMISES ALIENATED

A. Exclusion **j. Damage to Property**, paragraph (2) is deleted.

B. The following paragraph is also deleted from Exclusion **j. Damage to Property**:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

4. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion **j. Damage to Property**, paragraphs (3), (4), and (6) do not apply to the use of elevators.

B. Exclusion **k. Damage to Your Product** does not apply to:

- 1. The use of elevators; or
- 2. Liability assumed under a sidetrack agreement.

5. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

A. Exclusion **j. Damage to Property**, paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

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17. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8.** If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

18. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph **2.b. of A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V - DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. DEFINITIONS

- 1. SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

- 2. SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b.** Stationery, envelopes, production of announcements and postage or facsimiles;
- c.** Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ INCLUDED

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph A.2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

- (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. **COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS**

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. **AMENDED FELLOW EMPLOYEE EXCLUSION**

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. **Fellow Employee** is deleted and replaced by the following:

5. **Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph a. above.

5. **HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE**

- A. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph b. **Loss of Use Expenses** is deleted and replaced with the following:

b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

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

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Mailing Address

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy



ORLAND PARK

ADDENDUM NO. 1

BID #17-002 Parkview Estates Stage 2 Drainage Improvement

Date: Thursday, January 19, 2017
To: All Potential Bidders
From: Village of Orland Park
RE: Responses to Questions Received

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

GENERAL CONTRACT REVISIONS

Modification No. 1

Attached is the revised Bid Proposal.

The revised Bid Proposal must be used when submitting your bid.

A summary of the revisions to the Bid Proposal are as follows:

- Revised EARTH EXCAVATION quantity
- Revised REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL quantity
- Revised PERIMETER EROSION BARRIER quantity
- Revised MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID quantity
- Addition of MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID pay item
- Addition of UTILITY PROTECTION PAD pay item
- Addition of DEWATERING pay item
- Revised EXPLORATION TRENCH (SPECIAL) quantity
- Addition of ELASTOMERIC INLINE CHECK VALVE 12" DIAMETER pay item
- Addition of TOPSOIL EXCAVATION AND PLACEMENT – MEDIAN STOCKPILE
- Addition of TOPSOIL EXCAVATION AND PLACEMENT – PUBLIC WORKS SITE

SPECIFICATION REVISIONS

Modification No. 2

Attached are modified specifications that supersede the existing specifications in the contract document:

"TOPSOIL EXCAVATION AND PLACEMENT – (LOCATION SPECIFIED)"

Specifications to be deleted from the contract documents include:

"EARTH EXCAVATION (SPECIAL)"

PLAN REVISIONS

Modification No. 3

The "Basin Earthwork Quantities" table on the Grading Plan (Sheet 24) has been revised to the following:

20200100			21101505	(SP)	(SP)	20201200
EARTH EXCAVATION (TO HAUL-OFF OR EMBANKMENT)	EMBANKMENT	TOPSOIL STRIPPING (1'-3' DEEP) (SEE BORINGS)	TOPSOIL EXCAVATION AND PLACEMENT (6" DEEP)	TOPSOIL EXCAVATION AND PLACEMENT-MEDIAN STOCKPILE	TOPSOIL EXCAVATION AND PLACEMENT-PUBLIC WORKS SITE	REMOVAL AND DISPOSAL OF UNSATURABLE MATERIAL
(CU YD)	(CU YD)	(CU YD)	(CU YD)	(CU YD)	(CU YD)	(CU YD)
77,100	300	19,500	5,500	4,550	3,000	6,450

The plan sheet is not being re-issued for this revision.

Modification No. 4

The following manholes have been revised to 6' diameter manholes:

STR-94 on sheet UTL2

STR-98 on sheet UPP6

STR-104 on sheet UPP2

STR-106 on sheet UPP3

STR-114 on sheet UPP5

The plan sheets are not being re-issued for this revision. The Bid Proposal included in this Addendum has been revised to reflect this revision.

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

1. Please confirm IDOT pre-qualified is required to bid. We are an IDOT approved subcontractor but do not have qualification to bid as a prime.

Village Response: Please refer to the Special Conditions section (page 2) of the INVITATION TO BID #17-002. All bidders shall be pre-qualified by the Illinois Department of Transportation.

2. I was wanting to make sure there was NOT a pre-bid for the above project. I didn't see notice of it in the spec book.

Village Response: There is no pre-bid meeting for this project.

3. The Project Specifications illustrate (2) different Completion dates, is the September 30, 2017 completion date the intended date?

Village Response: The completions date for this contract is September 30th, 2017.

4. We see some of the earth excavation is already designated, that being said, who maintains the dump site at these established locations?

Village Response: The dump site for the development at 156th Street and LaGrange is no longer available. The dump site for the Median Topsoil has been changed. See the attached revised special provision for maintenance requirements.

5. We also see some of the earth excavation is planned to be dumped in the typical and raised medians off of Lagrange Road, who will handle the Traffic control at these locations?

Village Response: The dump site for the Median Topsoil has been changed. See the attached revised special provision for maintenance requirements.

6. Can we receive further clarification regarding the transporting and dumping of the topsoil dirt for the typical and raised medians? Such clarification would be; are we dumping in the actual medians or a spot close by and the contractor for that median project will haul and place?, Or are we to figure dumping in the actual median off of LaGrange Road? If so, and as previously asked, who will handle/monitor the Traffic Control if we are to dump in the median? This clarification will help us provide a better estimate for handling this task.

Village Response: The dump site for the Median Topsoil has been changed. See the attached revised special provision for maintenance requirements.

7. Can a typical section for the 139th Street reconstruction be provided?, that also includes an illustration of the proposed pavement sections?

Village Response: The proposed curb edge of pavement on the south side of 139th Street shall be the same elevation as the existing perpendicular curb on the north side of 139th Street, except through the intersections. The centerline of the road shall be crowned to provide a minimum cross-slope of 2%. The pavement section is listed in the Legend.

8. Is there a specific haul route that the contractor will need to follow when removing excavated materials offsite?, if so, can a map of this route be provided?

Village Response: The contractor's preferred haul route shall be submitted to the Village for consideration and approval after the project has been awarded.

9. With regards to the disposal at the Development Site at the southwest corner of 156th and LaGrange Road, we have the following questions:

1. Who will handle the clearing of the existing trees and shrubs?, or will this be cleared ahead of time, prior to hauling here.

2. Who will maintain the dump pile as the loads are being brought in?

3. What is the point of access into this site, do we jump the curb?, or is there a specific opening that we would need to enter and exit out of?

Village Response: Per this addendum, the "Earth Excavation (Special)" pay item shall be removed from the contract specifications. The "Earth Excavation (Special)" quantity initially planned for a development site is no longer required. The revised Bid Proposal included in this Addendum contains the new earthwork bid quantities.

10. In the bid package it states that the completion date is September 30th, 2017 but the special provisions state that the completion date is June 31st, 2017. Can you please clarify the correct completion date?

Village Response: The completions date for this contract is September 30th, 2017.

11. In the special provisions it states that Dewatering will be paid under a pay item of the same name at 1 Lump Sum. There is no pay item of that name currently. Will this be added to the bid?

Village Response: The revised UNIT PRICE SHEET includes a pay item for DEWATERING.

12. The special provisions also state that the Earth Excavation that will be brought to a different site will be paid under a pay item "Earth Excavation (Special)" but there is none. Is this work to be included in the "Earth Excavation" pay item or will there be an "Earth Excavation (Special)" pay item added?

Village Response: Per this addendum, the "Earth Excavation (Special)" pay item shall be removed from the contract specifications. The "Earth Excavation (Special)" quantity initially planned for a development site is no

longer required. The revised Bid Proposal included in this Addendum contains the new earthwork bid quantities.

13. Both the plans and special provisions call for a "Utility Protection Pad" pay item to cross the Nicor line, but there is no pay item. Is this pay item going to be added or will this work be done by others?

Village Response: The revised UNIT PRICE SHEET includes a pay item for UTILITY PROTECTION PAD.

14. The special provisions and plans say that the topsoil will be taken offsite. Some will be going to special locations and some will be disposed of as unsuitable material. There is no pay item for the special location removal, as indicated in the special provisions, and the Remove & Dispose of Unsuitable pay item is significantly less than what is currently in the schedule of quantities. Can the village and engineer please clarify how all of the topsoil removal will be paid for and under what pay item?

Village Response: The Bid Proposal has been revised with new Topsoil pay items and revised quantities. Topsoil is to be taken to the Public Works yard, a stockpile location for future median respreads by others, respreads on site, and removed as Disposal of Unsuitable. The Pay Items and Quantities have been revised to reflect this. Also, please reference the revised special provision for TOPSOIL EXCAVATION AND PLACEMENT – (LOCATION SPECIFIED) included in this Addendum.

15. Will the dump site at 156th & LaGrange Road have enough room for all clay spoils?

Village Response: Per this addendum, the "Earth Excavation (Special)" pay item shall be removed from the contract specifications. The "Earth Excavation (Special)" quantity initially planned for a development site is no longer required. The revised Bid Proposal included in this Addendum contains the new earthwork bid quantities. All Earth Excavation shall be taken to a CCDD site or to an off-site location determined by the contractor.

16. The following 5' manholes will have to be 6' manholes due to boots for 36" pipe: #94, 98, 104, 106, and 114

Village Response: The Village will require Rubber Boots per ASTM C-923 at all pipe connections to storm sewer manholes, catch basins, and inlets. The cost of the rubber boots shall be included in the cost of the associated structure. Due to the size of the boots, Structures 94, 98, 104, 106, and 114 have been revised to 6' manholes. The Bid Proposal has been revised to reflect this revision.

17. Will the existing utilities, side yards and rear yard conflicts (i.e. ComEd, Gas, Cable, Phone) be relocated prior to installation of new storm piping?

Village Response: Side yard and rear yard utilities will not be relocated prior to the storm sewer installation. It is anticipated that the storm sewer will have vertical clearance of these utilities at the crossing locations. The utilities will need to be temporary braced during the storm sewer installation and this shall be considered included in the cost of the proposed storm sewer. If horizontal conflicts exist after the JULIE locations have been performed by the contractor, there may be a possibility to adjust the alignment of the proposed storm sewer down a side yard. This adjustment will need to be coordinated with the Resident Engineer.

18. Will pipe underdrain be required for all new curb installation?

Village Response: Pipe underdrain is only required at all new curb within 25 feet of a curb-line drainage structure. The cost of the pipe underdrain shall be included in the cost of the associated drainage structure.

19. Will placement of topsoil in center islands on LaGrange Rd be done by others? Please clarify "Placement" for topsoil being hauled off-site to Orland Park locations.

Village Response: The dump site for the Median Topsoil has been changed. See the attached revised special provision.

20. Will there be a line item for the Temporary Pipeline Crossing Protection? Has there been a determination made by Nicor on what version of crossing protection will be required?

Village Response: The revised UNIT PRICE SHEET includes a pay item for UTILITY PROTECTION PAD. No determination of what version of the crossing protection will be required. It is possible this will be determined by Nicor after the contractor submits their equipment list to Nicor, but the contractor should bid this pay item based on their preferred method in the approved Nicor details.

21. Will the residential fence removal and replacement be covered in the "Landscape Allowance"?

Village Response: Yes, fence removal and replacement will be covered under the LANDSCAPE ALLOWANCE pay item.

22. What is the thickness/depth of the existing asphalt street pavement?

Village Response: Pavement cores are not available for these streets but it is anticipated that the pavement thickness is approximately 4".

The question and answer period for this bid is closed. The bid submission deadline remains Tuesday, January 24, 2017 not later than 11:00 A.M.

TOPSOIL EXCAVATION AND PLACEMENT – (LOCATION SPECIFIED)

Description. This work shall consist of the excavation and transportation of suitable topsoil material to two designated sites within the Village and shall be performed in accordance with Sections 211 of the Standard Specifications with the following alterations.

Construction Requirements. The excavated topsoil material shall be transported to, and dumped at the following locations:

TOPSOIL EXCAVATION AND PLACEMENT – PUBLIC WORKS SITE

The material shall be delivered and dumped at the Public Works Bulk Storage Facility located at 16401 108th Avenue

TOPSOIL EXCAVATION AND PLACEMENT – MEDIAN STOCKPILE

The material shall be delivered and dumped at the location depicted in the exhibit on the following page. The contractor is responsible for determining the required footprint within the designated location necessary to stockpile the plan quantity of 4,550 cubic yards and enclosing the stockpile with Perimeter Erosion Barrier. The contractor will be responsible for street cleaning in the area due to dumping operations while the stockpile is being established. After the plan quantity is delivered to the site, the contractor will be relieved of responsibility for the maintenance of the roadways and of the Perimeter Erosion Barrier.

Method of Measurement. All Topsoil Excavation and Placement quantities are approximate and the Engineer may choose to revise the quantities required at each location, including the elimination of one or more locations.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for TOPSOIL EXCAVATION AND PLACEMENT – (LOCATION SPECIFIED), which price shall include other items of work included under the general heading of Topsoil and Compost for which no payment item is included in the contract. Perimeter Erosion Barrier will be paid for separately.

The map displays a network of streets in a suburban or rural area. Key streets include LA GRANGER RD running vertically on the left, and KRIS TRL at the top. A shaded region on the left is identified as the 'Median Stockpile Site'. A specific location is highlighted with a callout box labeled 'Project Area'. The map shows various residential streets such as 135TH ST, 136TH ST, 137TH ST, 138TH ST, 139TH ST, 140TH ST, 141ST ST, 142ND ST, 143RD ST, and 144TH ST. Other streets include SUNSHINE LN, BIRCHWOOD LN, DORAL LN, GLEN EAGLE CT, CARE LN, FREE AVE, PINE ST, CEDAR ST, HEMLOCK ST, SPRUCE DR, CHERRY LN, SANDLEWOOD DR, RED OAK LN, PICKENS DR, PLUSKOTA DR, BONEBURY LN, SHIPSTON ST, PUTNEY PL, KATY LN, DORSTEP LN, KRISTO LN, BASSWOOD RD, BROMLEY ST, ASHLEY CT, HIGHGATE CT, 143RD ST, 144TH ST, 145TH ST, 146TH ST, 147TH ST, 148TH ST, 149TH ST, 150TH ST, 151ST ST, 152ND ST, 153RD ST, 154TH ST, 155TH ST, 156TH ST, 157TH ST, 158TH ST, 159TH ST, 160TH ST, 161ST ST, 162ND ST, 163RD ST, 164TH ST, 165TH ST, 166TH ST, 167TH ST, 168TH ST, 169TH ST, 170TH ST, 171ST ST, 172ND ST, 173RD ST, 174TH ST, 175TH ST, 176TH ST, 177TH ST, 178TH ST, 179TH ST, 180TH ST, 181ST ST, 182ND ST, 183RD ST, 184TH ST, 185TH ST, 186TH ST, 187TH ST, 188TH ST, 189TH ST, 190TH ST, 191ST ST, 192ND ST, 193RD ST, 194TH ST, 195TH ST, 196TH ST, 197TH ST, 198TH ST, 199TH ST, 200TH ST, 201ST ST, 202ND ST, 203RD ST, 204TH ST, 205TH ST, 206TH ST, 207TH ST, 208TH ST, 209TH ST, 210TH ST, 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Stockpile Area
Approx. 2,700 sq. yds.

JEFFERSON AVE.

LaGRANGE RD
US 45

142nd ST

NO Construction Traffic

NO Construction Traffic

NO Construction Traffic

Public Works Department
Village of Orland Park
15055 Ravinia Avenue
Orland Park, IL 60462
708-403-6350
publicworks@orlandpark.org

This map is for reference only. The Village makes no representations as to the accuracy of the depicted utility locations or sizes. The data is subject to change without notice. The Village of Orland Park assumes no liability in the use or application of the data. Reproduction or redistribution is forbidden without the expressed written consent from the Village of Orland Park.

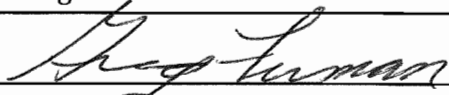
Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.

Addendum No. 1, dated Thursday, January 19, 2017
ITB #17-002

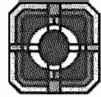
I read and hereby acknowledge this addendum as of the date shown below.

Business Name: Dyer Construction Company, Inc.,

Name of Authorized Signee: Greg Furman

Signature of Authorized Signee: 

Title: Vice-President Date: 1/19/2017



ORLAND PARK

ADDENDUM NO. 2

BID #17-002 Parkview Estates Stage 2 Drainage Improvement

Date: Monday, January 23, 2017
To: All Potential Bidders
From: Village of Orland Park
RE: Quantity Discrepancy – Erosion Control Blanket

This Addendum No. 2 is being issued to address a quantity discrepancy. All other provisions and requirements of the ITB shall remain in effect. **All addenda must be acknowledged by signing the Addendum and including it with your submittal.** Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

GENERAL CONTRACT REVISIONS

Modification No. 1

Attached is the revised Bid Proposal.

The revised Bid Proposal must be used when submitting your bid.
A summary of the revisions to the Bid Proposal are as follows:

- Revised EROSION CONTROL BLANKET quantity from 3800 to 38,000

The bid submission deadline remains Tuesday, January 24, 2017 not later than 11:00 A.M.

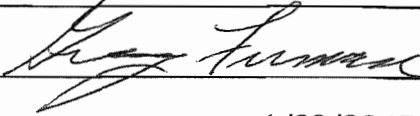
Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.

Addendum No. 2, dated Monday, January 23, 2017
ITB #17-002

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

Business Name: Dyer Construction Company, Inc.,

Name of Authorized Signee: Greg Furman

Signature of Authorized Signee: 

Title: Vice-President Date: 1/23/2017

AIA® Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dyer Construction Company, Inc.
1716 Sheffield Ave
Dyer, IN 46311

SURETY:

(Name, legal status and principal place
of business)

Federal Insurance Company: Indiana Corporation
15 Mountain View Road
Warren, NJ 07059

OWNER:

(Name, legal status and address)

Village of Orland Park
14700 S. Ravine
Orland Park, IL 60462

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

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

BOND AMOUNT: Ten Percent of the Amount of Bid----- (--10%--)

PROJECT:

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

Parkview Estates Stage 2 Drainage Improvement

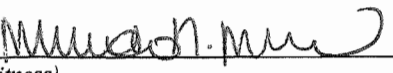
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

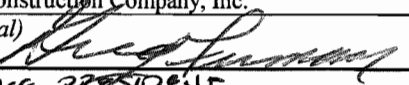
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 24th day of January, 2017.


(Witness)

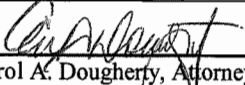

(Witness)

Dyer Construction Company, Inc.

(Principal)  (Seal)

(Title) ~~VICE-PRESIDENT~~

Federal Insurance Company

(Surety)  (Seal)

(Title) Carol A. Dougherty, Attorney In Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

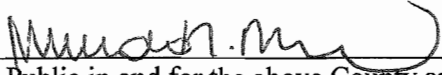
061110

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

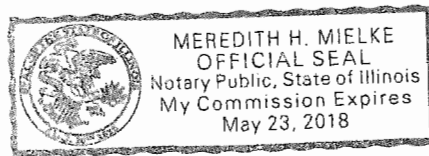
SS.:

On this 24th day of January, 2017, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of Federal Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: 05/23/18





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Jessica Ancona, Carol A. Dougherty, Sherene L. Hemler, Robert E. Kappus, Kirk Liskiewitz, Meredith H. Mielke, J.S. Pohl, Mike Pohl, Robert B. Schutz and James L. Sulkowski of Schaumburg, Illinois**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **5th** day of **October, 2015**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **5th** day of **October, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2019**

Kath J Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **24th day of January, 2017**



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Document A312™ - 2010

Performance Bond

Bond# 8244-24-98

CONTRACTOR:

(Name, legal status and address)

Dyer Construction Company, Inc.
1716 Sheffield Ave
Dyer, IN 46311

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

OWNER:

(Name, legal status and address)

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

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: March 1, 2017

Amount: \$3,342,000.00

Description:

(Name and location)

Parkview Estates Stage 2 Storm Water Improvements

BOND

Date: March 1, 2017

(Not earlier than Construction Contract Date)

Amount: \$3,342,000.00

Modifications to this Bond: ☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Dyer Construction Company, Inc.

SURETY

Company: (Corporate Seal)
Federal Insurance Company

Signature: _____

Name Greg Furman, Vice-President
and Title:

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

Signature: _____

Name Sherene L. Hemler, Attorney In Fact
and Title:

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

DS&P Insurance Services, Inc.
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173
(847) 934-6100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address _____	Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A312™ - 2010

Payment Bond

Bond# 8244-24-98

CONTRACTOR:

(Name, legal status and address)

Dyer Construction Company, Inc.
1716 Sheffield Ave
Dyer, IN 46311

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: March 1, 2017

Amount: \$3,342,000.00

Description:

(Name and location)

Parkview Estates Stage 2 Storm Water Improvements

BOND

Date: March 1, 2017

(Not earlier than Construction Contract Date)

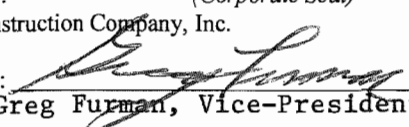
Amount: \$3,342,000.00

Modifications to this Bond: ☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

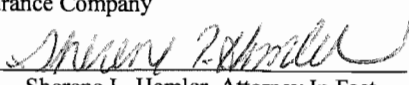
Company: (Corporate Seal)
Dyer Construction Company, Inc.

Signature: 
Name Greg Furman, Vice-President
and Title:

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

SURETY

Company: (Corporate Seal)
Federal Insurance Company

Signature: 
Name Sherene L. Hemler, Attorney In Fact
and Title:

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

DS&P Insurance Services, Inc.
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173
(847) 934-6100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

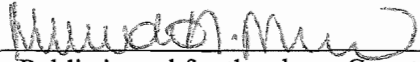
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

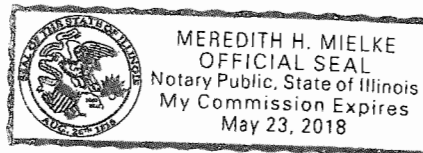
SS:

On this March 1, 2017, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of Federal Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: **05/23/18**





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint John E. Adams, Jessica Ancona, Carol A. Dougherty, Sherene L. Hemler, Robert E. Kappus, Kirk Liskewitz, Meredith H. Mielke, J.S. Pohl, Mike Pohl, Robert B. Schutz and James L. Sulkowski of Schaumburg, Illinois -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of February, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316365
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of March, 2017.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com