

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0245

Multi Year:

Amount \$148,708.16

Contract Type:

Small Construction/Inst

Contractor's Name:

ENCAP, Inc

Contractor's AKA:

Execution Date:

5/19/2009

Termination Date:

7/31/2012

Renewal Date:

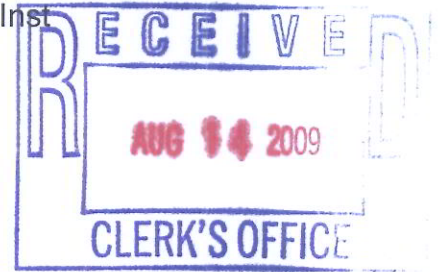
Department:

Development Services/Engineering

Originating Person:

Jane Turley / *Frank Stec*

Contract Description: Lake Sedgewick/153rd St. Metra Parking Lot BMP
Plan - 319 Grant
6/24/09 Stewardship Contract 2011/2012 \$4675



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

June 24, 2009

Mr. Carl Peterson
ENCAP, Inc.
1709 Afton Road
Sycamore, Illinois 60178

NOTICE OF AWARD – Lake Sedgewick/153rd St. Metra Parking Lot BMP Plan Stewardship 2009-2012

Dear Mr. Peterson:

This notification is to inform you that on May 18, 2009, the Village of Orland Park Board of Trustees approved awarding ENCAP, Inc. the contract in accordance with the bid you submitted dated March 10, 2009, for Lake Sedgewick/153rd St. Metra Parking Lot BMP Plan Stewardship. The cost for year 1 (August 1, 2009 – July 31, 2010) stewardship was included in the total cost for the installation of phase I. The total cost for years 2 and 3 (August 1, 2010 – July 31, 2012) is Four Thousand Six Hundred Seventy-Five and No/100 (\$4,675.00) Dollars.

Attached is the Contract for Lake Sedgewick/153rd St. Metra Parking Lot BMP Plan Stewardship. Please sign two copies and return them both directly to me at the address below within ten (10) business days of the date of this notice, which is by July 9, 2009. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you. All certifications and insurance from the installation contract dated May 19, 2009 will apply to this contract. We will need current Certificates of Insurance upon renewal of the policies over the term of this contract. Please have those sent to me at the address below.

**Denise Domalewski, Contract Administrator,
Orland Park Village Hall
14700 S. Ravinia Ave.
Orland Park, IL 60462.**

You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Jane Turley
Bob Sullivan

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

August 17, 2009

Mr. Carl Peterson
ENCAP, Inc.
1709 Afton Road
Sycamore, Illinois 60178

RE: ***NOTICE TO PROCEED***
Lake Sedgewick/153rd St. Metra Parking Lot BMP Plan Stewardship 2009-2012

Dear Mr. Peterson:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for the Lake Sedgewick Stewardship work to commence.

Please contact Frank Stec at 708-403-6139 with any issues/concerns regarding this phase of the project.

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

For your records, I have enclosed one (1) original executed contract dated June 24, 2009 in an amount not to exceed Four Thousand Six Hundred Seventy-Five and No/100 (\$4,675.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

cc: Frank Stec
Jane Turley



VILLAGE HALL

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

VILLAGE OF ORLAND PARK
Lake Sedgewick Stewardship 2010-2012
(Contract for Services)

This Contract is made this **24th day of June, 2009** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and ENCAP, 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.

This Contract

The Terms and Conditions

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

- The Invitation to Bid issued February 24, 2009.
- The Instructions to the Bidders
- Plans and Specifications dated February 20, 2009.
- Addendum 1 dated March 5, 2009

The Bid Proposal as it is responsive to the VILLAGE’S bid requirements

All Certifications required by the Village

Certificates of insurance

Performance and Payment Bonds as may be required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Provide Stewardship for Lake Sedgewick/153rd St. Metra Parking Lot BMP Plan (August 1, 2009 – July 31, 2012) per SP#19 Native Seed and Plant Maintenance, page 51-56 of bid documents

(hereinafter referred to as the "WORK") 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 amount for performance of the described services:

PHASE I (East of Trail) Stewardship - August 1, 2009 – July 31, 2010 (Year 1)

SEED AND PLANT MAINTENANCE, 1 YEAR:				
SUPPLEMENTAL WATERING, 1,000 GALLONS	14.5	UNIT	370.00	\$5,365.00
MOWING, MECHANICAL, UP TO 1.0 ACRE	2	ACRE	125.00	\$ 250.00
HERBICIDE APPLICATION, NON-SELECTIVE WEED CONTROL	1	ACRE	350.00	\$350.00
HERBICIDE APPLICATION, SELECTIVE WEED CONTROL	0.3	ACRE	750.00	\$225.00

NOTE: August 1, 2009 – July 31, 2010 (Year 1) is included in the Phase I installation cost under separate contract dated May 19, 2009.

PHASE I (East of Trail) Stewardship - August 1, 2010 – July 31, 2012 (Years 2 and 3):

ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
SEED AND PLANT MAINTENANCE, 2 YEARS:				
MOWING, MECHANICAL, UP TO 1.0 ACRE	2	ACRE	125.00	\$250.00
MOWING, NON-MECHANICAL HIGH MOW (WEED WHIP), UP TO 1 ACRE	1.5	ACRE	700.00	\$1050.00
HERBICIDE APPLICATION, NON-SELECTIVE WEED CONTROL, UP TO 1 ACRE	2	ACRE	350.00	\$700.00
HERBICIDE APPLICATION, SELECTIVE WEED CONTROL, UP TO 0.5 ACRE	1	ACRE	750.00	\$750.00
PRESCRIBED BURN MANAGEMENT, UP TO 1 ACRE	1	EACH	1500.00	\$1500.00

Note: Seed and Plant Maintenance tasks not included on the approved bid by either the Village or Contractor shall be considered included in the contract unit price for plant installation.

SUB-TOTAL PHASE I Year 2/3 STEWARDSHIP: \$ 4,250.00

CONTINGENCY PHASE I (10% OF SUB-TOTAL): \$ 425.00

TOTAL PHASE I Year 2/3 STEWARDSHIP: \$ 4,675.00

Approximate number of days to complete: 90

TOTAL: Four Thousand Six Hundred Seventy-Five and No/100 (\$4,675.00) Dollars.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK is to begin immediately after substantial completion of seeding/planting and continue expeditiously for three (3) years until July 31, 2012 or final completion, whichever occurs later. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

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

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. 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. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

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

To the CONTRACTOR:
Carl Peterson
ENCAP, Inc.
1709 Afton Road
Sycamore, Illinois 60178
Telephone: 815-899-1621
Facsimile: 815-899-6821
e-mail: cpeterson@encapinc.net

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with

supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: 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: [Signature]
Print Name: PAUL G. GRIMES
Title: Village Manager
Date: 8/13/09

FOR: THE CONTRACTOR
By: [Signature] ENCAP, Inc.
Print Name: CARLM. PETERSON
Title: VP CONSULTING.
Date: 08/21/09

BIDDER SUMMARY SHEET

Lake Sedgewick/153rd St. Metra Parking Lot BMP Plan
(Project Name)

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

Firm Name: Encap, Inc.

Address: 1709 Afton Rd.

City, State, Zip Code: Sycamore IL 60178

Contact Person: Carl Peterson

FEIN #: 36-2833048

Phone: (815) 899-1621 Fax: (815) 899-6821

E-mail Address: C.peterson@encapinc.net

Signature of Authorized Signee: *Carl M. Peterson*

Title: VP Date: 3/10/09

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged (if applicable):

Addendum No. 1, Dated 3/5/09 Addendum No. _____, Dated _____

	<u>Phase I</u>	<u>Phase II</u>
TOTAL BASE BID PRICE: (including contingency)	\$ <u>145,365.16</u>	\$ <u>147,579.36</u>
TOTAL STEWARDSHIP (year 2/3) BID PRICE: (including contingency)	\$ <u>4675.00</u>	\$ <u>4675.00</u>

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

Schedule of Unit Prices

The following unit prices shall provide the basis for determining the total amount of the Bidder's Bid and the Contract. In addition, the unit prices shall be used for any adjustments to the Work if the Village elects to add to or delete from the scope of the Work. It is agreed that the additions or deletions are subject to the General Condition, Special Provisions, Supplementary Conditions and Specifications included in the original Contract Documents.

In case of any discrepancies in the figures submitted, unit prices shall govern over total prices, unless the unit price is omitted. If both the unit price and total price are omitted, the bid shall be rejected.

PHASE I (East of Trail) INSTALLATION BID:

ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
CONSTRUCTION LAYOUT	1	L.SUM	2185.20	2185.20
PERIMETER EROSION BARRIER	2,000	FT	1.25	2500.00
STABILIZED CONSTRUCTION ENTRANCE	110	SY	24.38	2681.80
PIPE CULVERT REMOVAL	13	FT	14.20	184.60
TEMPORARY PIPE CULVERTS, 24"	120	FT	54.63	6555.60
EARTH EXCAVATION	2,395	CY	16.39	39,254.05
TOPSOIL EXCAVATION AND PLACEMENT - 8"	4,600	SY	4.37	20,102.00
TOPSOIL FURNISH AND PLACE - 8"	450	SY	8.19	3685.50
EROSION CONTROL BLANKET, TEMPORARY S75	1,500	SY	.95	1425.00
EROSION CONTROL BLANKET, TEMPORARY S150	1,500	SY	1.10	1650.00
EROSION CONTROL BLANKET (NAG S75BN)	4,600	SY	1.38	6348.00
TEMPORARY SEEDING	250	LB	7.48	1870.00
SOIL EROSION AND SEDIMENT CONTROL - CLEANOUT	50	CY	25.00	1250.00
SEEDING, CLASS 1	1	ACRE	1900.00	1900.00
SEEDING, NATIVE	0.7	ACRE	2100.00	1470.00
PLUGS, WETLAND BMP AREA, WET MEADOW ZONE	7,360	EACH	2.95	21,712.00
PLUGS, WETLAND BMP AREA, EMERGENT ZONE	3,792	EACH	2.95	11,186.40
SEED AND PLANT MAINTENANCE, 1 YEAR:				
SUPPLEMENTAL WATERING, 1,000 GALLONS	14.5	UNIT	370.00	5,365.00
MOWING, MECHANICAL, UP TO 1.0 ACRE	2	ACRE	125.00	250.00
HERBICIDE APPLICATION, NON-SELECTIVE WEED CONTROL	1	ACRE	350.00	350.00
HERBICIDE APPLICATION, SELECTIVE WEED CONTROL	0.3	ACRE	750.00	225.00
Other Items Added by Bidder:*				

* Management and maintenance tasks not identified in the bid or added by the bidder are assumed included in the Work at no additional cost.

SUB-TOTAL BASE PHASE I INSTALLATION BID: \$ 132,150.15
 CONTINGENCY PHASE I (10% OF SUB-TOTAL): \$ 13,215.01
 TOTAL BASE PHASE I BID PLUS CONTINGENCY: \$ 145,365.16
 (please transfer total to Bidder Summary Sheet)
 Approximate number of days to complete: 90

PHASE I STEWARDSHIP BID (YEARS 2 AND 3)

ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
SEED AND PLANT MAINTENANCE, 2 YEARS:				
MOWING, MECHANICAL, UP TO 1.0 ACRE	2	ACRE	125.00	250.00
MOWING, NON-MECHANICAL HIGH MOW (WEED WHIP), UP TO 1 ACRE	1.5	ACRE	700.00	1050.00
HERBICIDE APPLICATION, NON-SELECTIVE WEED CONTROL, UP TO 1 ACRE	2	ACRE	350.00	700.00
HERBICIDE APPLICATION, SELECTIVE WEED CONTROL, UP TO 0.5 ACRE	1	ACRE	750.00	750.00
PRESCRIBED BURN MANAGEMENT, UP TO 1 ACRE	1	EACH	1500.00	1500.00
Other Items Added by Bidder:*				

* Management and maintenance tasks not identified in the bid or added by the bidder are assumed included in the Work at no additional cost.

SUB-TOTAL Phase I YR 2/3 STEWARDSHIP ITEMS: \$ 4250.00
 CONTINGENCY Phase I 10% OF SUB-TOTAL: \$ 425.00
 TOTAL Phase I STEWARDSHIP: \$ 4675.00
 (please transfer total to Bidder Summary Sheet)
 Approximate number of days to complete: 90

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

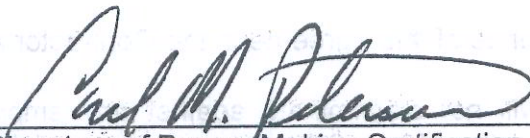
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

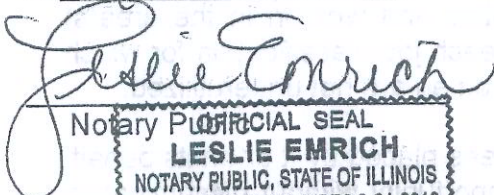
I, Carl Peterson, being first duly sworn certify
and say that I am VP
(insert "sole owner," "partner," "president," or other proper title)

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



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 10th Day
of March, 2009.


Notary Public
OFFICIAL SEAL
LESLIE EMRICH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-24-2010

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

ACKNOWLEDGED AND AGREED TO:

BY:

Carl M. Pelusa

ATTEST:

Jessie Emrich

DATE:

March 10, 2009

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

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

Contractor:

By: _____

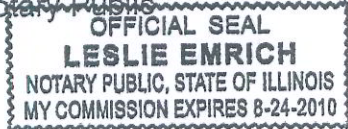
Paul M. Tolomeo

(Authorized Officer)

Subscribed and Sworn to
before me this 10th day
of March, 2009

Leslie Emrich

Notary Public



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

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

Ercap, Inc., having submitted a proposal for:
(Name of Company)

Lake Sedgewick/153rd St. Metra Parking Lot BMP Plan to the Village of Orland Park, Illinois,
(PROJECT)

hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that
all Employee Drivers is/are currently participating
(Name of employee/driver or "all employee drivers")

in a drug and alcohol testing program pursuant to the aforementioned rules.

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: Carl M. Peterson
Officer or Owner of Company named above

Subscribed and sworn to
Before me this 10th
Day of March, 2009.

Leslie Emrich
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Not Applicable, having been first duly sworn depose and state as follows:

I, _____, am the duly authorized agent for _____, which has submitted a bid to the Village of Orland Park for

Lake Sedgewick/153rd St. Metra Parking Lot BMP Plan and I hereby certify
(Name of Project)

that _____
(Name of Company)

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

By: Carl M. Kutan

Title: VICE PRESIDENT

Subscribed and Sworn to
Before me this 10th
Day of March, 2009

Leslie Emrich



INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident
\$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

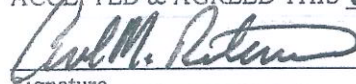
EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence
\$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverage required of the Contractor, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 10 DAY OF MARCH, 2009


Signature
CARL M. PETERSON VP
Printed Name & Title

Authorized to execute agreements for:
ENCAP, Inc.
Name of Company

REFERENCES

(Please type)

ORGANIZATION DuPage County Department of Environmental Concerns

ADDRESS 421 N. County Farm Road

CITY, STATE, ZIP Wheaton, IL 60187

PHONE NUMBER 630 407-6727

CONTACT PERSON Jennifer Boyer

DATE OF PROJECT 5/7/2002-2008

ORGANIZATION Natural Resource Conservation District

ADDRESS 2315 Dean Street

CITY, STATE, ZIP St. Charles, IL 60175

PHONE NUMBER 630 584-7961 Ext. 3

CONTACT PERSON Kelsey Musich

DATE OF PROJECT 12/2008

ORGANIZATION IDI

ADDRESS 500 Park Boulevard, Suite 750

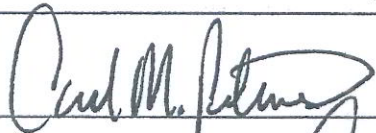
CITY, STATE, ZIP Itasca, IL 60143

PHONE NUMBER 630 919-1041

CONTACT PERSON Jeff Smith

DATE OF PROJECT 2005-2008

Bidder's Name:

 ENCAD, Inc.

Signature & Date:

3/10/09 

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MM
ENCAP-1

DATE (MM/DD/YYYY)
06/03/09

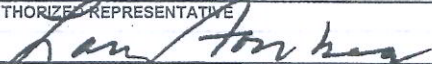
PRODUCER Pardridge Insurance, Inc. 2580 DeKalb Ave Sycamore IL 60178 Phone: 815-758-4447 Fax: 815-758-3111	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Encap, Inc 1709 Afton Road Sycamore IL 60178	INSURER A: Auto-Owners Insurance	18988
	INSURER B: Houston Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	07928516	03/05/09	03/05/10	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						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	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	47-928-516-00	03/05/09	03/05/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	47-943-385-00	03/05/09	03/05/10	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	07015479	03/05/09	03/05/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		Professional Liab	H709-10375	01/14/09	01/14/10	Occurrence	2,000,000
						Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The Village of Orland Park, its trustees, officers, directors, agents, employees, representatives and assigns are added as additional insureds to the general liability and automobile liability policies on a primary non-contributory basis subject to form #55373. A waiver of subrogation applies in regards to general liability and workers compensation

CERTIFICATE HOLDER VILLORL Village of Orland Park 14700 Ravinia Ave Orland Park IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

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

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

DISCLAIMER

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

in favor of the additional insureds subject to WC 000313.

01

04-0678-00

091704 - 07015479

03-05-2009

Workers Compensation and Employers Liability Insurance Policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00, 03 13

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

Schedule

Village of Orland Park, its trustees, officers, directors,
agents, employees, Representatives and assigns.

COMMERCIAL GENERAL LIABILITY
55373 (1-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- A. Under SECTION II - WHO IS AN INSURED, the following is added:**

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

- B. Under SECTION III - LIMITS OF INSURANCE, the following is added:**

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:**

1. The following provision is added to 4. Other Insurance:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.



UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE PO Box 73909 Cedar Rapids, Iowa 52407-3909
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that ENCAP INC
1709 Afton Road SYCAMORE, IL 60178

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called Surety, are held and firmly bound unto
Village of Orland Park, Illinois
14700 S Ravinia Ave ORLAND PARK, IL 60462

as Oblige, hereinafter called Oblige,

in the sum of Ten and 00/100 Percent of the Bid Amount Dollars
(10%) for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Lake Sedgewick/153rd Street Metra Parking Lot. BMP Plan

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

Signed and sealed this 10th day of March

A.D. , 2009

In the presence of:

Sammy Duetz
(Witness)

[Signature] ENCAP INC (Seal)
(Principal)
Sr. Vice President
(Title)

Katherine F.
(Witness)

UNITED FIRE & CASUALTY COMPANY (Seal)
By [Signature]
(Attorney-in-fact)

ACKNOWLEDGMENT OF SURETY

State of Illinois

ss.

County of DeKalb

On this 10th day of March, 2009 .

personally appeared before me Kathy Plucker who being duly sworn
did depose and say that Kathy Plucker is the attorney-in-fact of the
United Fire & Casualty Company of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is
the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said
Corporation by authority of its Board of Directors and the said Kathy Plucker
acknowledged that she executed said instrument as such attorney-in-fact
and as the free act and deed of said Corporation.



(Notarial Seal)

Notary Public Katherine Finn

A handwritten signature in black ink that reads "Katherine Finn".

County DeKalb

My commission expires: 07/17/2010



UNITED FIRE & CASUALTY COMPANY
 Home Office – Cedar Rapids, Iowa
 Certified Copy of Power of Attorney
 (Original on file at Home Office of Company – See Certification)

W0003433

Bond # _____
 Village of Orland-Park, Illinois

Obligee _____
 14700 S Ravinia Ave
 ORLAND PARK, IL 60462

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint FRANK C. PARDRIDGE, JR. OR CURTIS L. PARDRIDGE, OR KATHY PLUCKER, OR LAWRENCE FORSBERG, ALL INDIVIDUALLY

of PO BOX 704, DEKALB, IL 60115

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows:

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire July 8th 2009 unless sooner revoked.

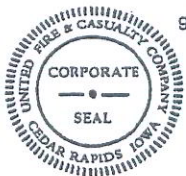
This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on April 18, 1973.

"Article V – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice president, or any other officer of the Company, may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

9th day of March 2009



UNITED FIRE & CASUALTY COMPANY

By

Dennis J. Richman

Vice President

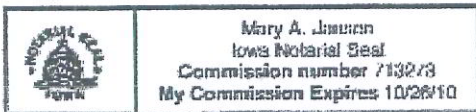
State of Iowa, County of Linn, ss:

On this 9th day of March, 2009 before me personally came Dennis Richmann to me known, who being by me duly sworn, did depose and say that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

Mary A. Jansen

Notary Public

My Commission expires October 26, 2010



CERTIFICATION

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 11th day of March 2009



Secretary.

David A. Lange



UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE PO Box 73909 Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS, That we, Encap Inc
of 1709 Afton Road, Sycamore, IL 60178

_____, as Principal
and UNITED FIRE & CASUALTY COMPANY, an Iowa Corporation, having its principal office and place of business in the
City of Cedar Rapids, Iowa, and authorized to do business in the State of Illinois, as Surety, are held
and firmly bound unto Village of Orland Park

14700 S Ravina Ave., Orland Park, IL 60462, as Obligee,
in the sum of One hundred forty eight thousand seven hundred eight and 16/100 dollars
(\$ 148,708.16), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed and Sealed this 8th day of June, 2009.

WHEREAS, the Principal has entered into a certain written contract dated the day of May 18, 2009
2009, with the Obligee for Lake Sedgewick 153rd Street Metra Parking lot BMP
Plan

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform
said contract according to its terms, covenants and conditions and shall promptly pay all persons supplying labor or material to
the Principal for use in the prosecution of the work under said contract, then this obligation shall be void; otherwise it shall
remain in full force and effect.

Subject to the named Obligee's priority, all persons who have supplied labor or material directly to the Principal for use in the
prosecution of the work under said contract shall have a direct right of action under this bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date on which Principal
ceased work on said contract. If this limitation is made void by any law controlling the construction hereof, such limitation shall
be deemed to be amended to equal the minimum period of limitation permitted by such law.

Witness:

Sarah Rozny

[Signature] (SEAL)
Principal



UNITED FIRE & CASUALTY COMPANY

By: [Signature] (SEAL)
Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

State of Illinois
County of DeKalb } ss.

On this 8th day of June, ~~18~~ 2009

personally appeared before me Kathy Plucker
who being duly sworn did depose and say that he is the attorney-in-fact of the United Fire & Casualty Com-
pany of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is the Corporate Seal of said Cor-
poration; and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board
of Directors and the said Kathy Plucker acknowledged that he executed said instru-
ment as such attorney-in-fact and as the free act and deed of said Corporation.

Katherine Finn

Katherine Finn

UND-2031b



UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint FRANK C. PARDRIDGE, JR., OR CURTIS L. PARDRIDGE, OR KATHY PLUCKER, OR LAWRENCE FORSBERG, ALL INDIVIDUALLY OF DEKALB IL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: 1,000,000.00

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 25th day of May, 2008



UNITED FIRE & CASUALTY COMPANY

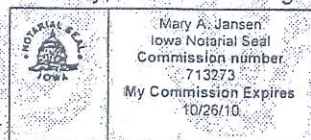
By *Dennis J. Richmann*

Vice President

State of Iowa, County of Linn, ss:

On 25th day of May, 2008, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 8th day of June 20 09.

David A. Geyer

Secretary