

Contract #358

**Clerk's Contract and Agreement Cover Page**

**Year:** 2007

**Legistar File ID#:** 2007-0374

**Multi Year:**

**Amount** \$129,020.00

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**Contract Type:**

Small Construction/Inst

**Contractor's Name:**

The Kenneth Company

**Contractor's AKA:**

**Execution Date:**

8/6/2007

**Termination Date:**

9/30/2007

**Renewal Date:**

**Department:**

Parks & Building Maintenance

**Originating Person:**

Frank Stec

**Contract Description:** Wind Haven Park Development



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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



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

VILLAGE HALL

August 16, 2007

Mr. Michael Maloney  
The Kenneth Company  
751 N. Bolingbrook Drive, #12  
Bolingbrook, IL 60440

**RE: NOTICE TO PROCEED**  
**Wind Haven Park Development**

Dear Mr. Maloney:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents, and bonds in order for work to commence on the above stated project. Your Bid Bond is enclosed as we have received the Performance and Payment Bonds.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village has processed Purchase Order #044272 (see attached) for this contract. 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 August 6, 2007 in an amount not to exceed One Hundred Twenty-Nine Thousand Twenty and No/100 (\$129,020.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Frank Stec

# BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable  
 14700 Ravinia Avenue  
 Orland Park, Illinois 60462-3167  
 Phone: (708) 403-6180  
 Fax: (708) 403-9212



Page: 1

Purchase Order Number: 044272

Purchase Order Date: 08/09/07

## PURCHASE ORDER

To:

Ship to:

KENNETH CO.  
 751 N. BOLINGBROOK DRIVE  
 # 12  
 BOLINGBROOK, IL 60440

VILLAGE OF ORLAND PARK  
 -----  
 -----, IL -----

Vendor No. 1456		Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.				Sales Tax Exempt # E9998 1807 05	
Deliver By	Vendor Phone Number	Vendor Fax Number		Terms			
06/19/07	TEL# (630) 679-2750	FAX# (630) 679-1070		NET			
Confirm To		Confirm By		Requisitioned By			
MICHAEL MALONEY		JUDY KONOW		FRANK STEC			
Freight	Contract Number	Account Number	Project	Requisition No.	Requisition Date		
		02340044517070		44576	06/19/07		
Line#	Quantity	UOM	Item Number and Description	Unit Cost	Extended Cost		
1	1.00	EA	WINDHAVEN PARK DEVELOPMENT	29020.0000	129020.00		
				SUB-TOTAL	129020.00		
				TOTAL	129020.00		
REMARKS: BOARD APPROVED 6/18/07 2007-0374							

Authorized By: Judy Konow Faxed: \_\_\_\_\_ Phoned: \_\_\_\_\_ Mailed: 8/9/07

**VILLAGE OF ORLAND PARK**  
**(Contract for Small Construction or Installation Project)**

This Contract is made this 6<sup>th</sup> day of August, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and The Kenneth Company (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 Conditions pertaining to the Contract
- The VILLAGE'S Project Manual (Bid documents) for the Work as described in Section 2 hereunder
- 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 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:

*Wind Haven Park Development – All grading, excavation, concrete walks, blacktop walks, pre-cast concrete block walls, columns, benches and litter receptacles as per modified design.*

The following is to be included in the scope of the work per project manual (BID):

<u>#</u>	<u>Item/Description</u>	<u>Sub-Total</u>
<b>A. Relocations</b>		
1.	Relocate existing trees as shown and noted in the Construction Plans.	\$ <u>0.00</u>
<b>B. Grading &amp; Excavation</b>		
1.	Strip existing topsoil from all walk, pavement and fill areas and stockpile for respreading.	\$ <u>13,268</u>
2.	Perform all cuts as shown on plan to establish subgrades for new walks and pavements. Compact subgrade in accordance with the specifications. Construct earth landforms as shown and noted in the Construction Plans. Haul all excess soils from the site.	\$ <u>10,176</u>
3.	Respread stockpiled topsoil over all disturbed areas and blend into surrounding grade.	\$ <u>10,000</u>
<b>C. Concrete</b>		
Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.		
1.	Concrete Walks.	\$ <u>5,596</u>
2.	Pre-Cast Concrete Block Walls and Columns.	\$ <u>35,770</u>
<b>D. Site Furnishings</b>		
Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.		
1.	Benches.	\$ <u>11,220</u>
2.	Litter Receptacles.	\$ <u>8,680</u>

<u>#</u>	<u>Item/Description</u>	<u>Sub-Total</u>
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**E. Addendum #1**

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

I.	Asphalt Walk Path	\$ <u>34,310</u> *
	* original proposal amount of \$39,326 less \$5,016 adjustment	

<b>Base Bid Total Amount</b>	<b>\$ <u>129,020</u></b>
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*The following items were removed from the scope of the project as defined in the project manual (BID):*

- *all landscape plantings and turf restoration as per project manual - \$59,062;*
- *removal of brick pavers under pavilion and replace with concrete - \$28,000;*
- *removal of 720' of blacktop path on the south end of park - \$5,016.*

*NOTE: The original bid amount was \$221,098.00 less \$92,078 of modifications to scope*

(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:

**TOTAL COST:** Not to Exceed One Hundred Twenty Nine Thousand Twenty and No/100 (\$129,020.00) Dollars (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

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

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by September 25, 2007, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

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

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

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

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

To the CONTRACTOR:  
Michael Maloney, President  
The Kenneth Company  
751 N. Bolingbrook Drive, #12  
Bolingbrook, IL 60440  
Telephone: 630-679-2750  
Facsimile: 630-679-1070  
e-mail: [kcooffice@aol.com](mailto:kcooffice@aol.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 8: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

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

**SECTION 10: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE  
By:   
Print name: Robert Star, Sr.  
Its: Village Manager  
Date: 8-16-07

FOR: THE CONTRACTOR  
By:   
Print name: Michael Maloney  
Its: President  
Date: 8/1/07

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

\_\_\_\_\_  
Initial here if faxing



## VILLAGE OF ORLAND PARK

TERMS AND GENERAL CONDITIONS FOR CONTRACT BETWEEN THE VILLAGE OF ORLAND PARK (HEREINAFTER REFERRED TO AS THE "VILLAGE") AND THE KENNETH COMPANY (HEREINAFTER REFERRED TO AS THE "CONTRACTOR") FOR WIND HAVEN PARK DEVELOPMENT (HEREINAFTER REFERRED TO AS THE "WORK") DATED Aug 6, 2007 (HEREINAFTER REFERRED TO AS THE "CONTRACT").

### ARTICLE 1: DUTIES OF THE PARTIES

#### 1.1 VILLAGE'S RIGHTS AND DUTIES

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

#### 1.2 CONTRACTOR'S RIGHTS AND DUTIES

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

- 1.2.5 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 1.2.7 Contractor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the performance of the Work, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Neither the Contractor nor its Subcontractors shall engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The Contractor shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
- 1.2.8 Contractor will not be relieved of any obligation to the Village due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

## **ARTICLE 2: CONTRACT DOCUMENTS**

2.1 The Contract Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual issued May 4, 2007\_\_
- .5 Accepted Bid response as it conforms to the bid requirements
- .6 Specifications and Drawings
- .7 Addenda, if any
- .8 Required Certificates of Insurance
- .9 Required Certifications
- .10 Required Performance and Payment Bonds

### **ARTICLE 3: PAYMENTS AND COMPLETION**

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

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

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

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

### **ARTICLE 4: TAXES**

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

### **ARTICLE 5: INSPECTION OF MATERIALS**

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

### **ARTICLE 6: ASSIGNMENT**

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

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

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

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

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

## **ARTICLE 7: GUARANTEES AND WARRANTIES**

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

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

## **ARTICLE 8: DEFAULT**

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

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

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

such excess.

## **ARTICLE 9: DISPUTES AND VENUE**

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

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

## **ARTICLE 10: CONTRACT TIME**

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

## **ARTICLE 11: INSURANCE AND INDEMNIFICATION**

### **11.1 Insurance Requirements**

11.1.1 The successful bidder shall, within ten (10) 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, Automobile Liability and Umbrella/Excess Liability insurance policies by appropriate endorsement by Contractor's insurer and evidencing the coverages listed below. 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, Automobile Liability and Umbrella/Excess Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. The policy(ies) shall contain a Waiver of Subrogation in favor of the Additional Insureds as it applies to General liability and Worker's Compensation. Each policy shall bear an endorsement precluding the cancellation, non-renewal, material modification or reduction of said policies without providing the Village at least thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

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

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

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

\$1,000,000 Each Occurrence - Combined Single Limit

\$2,000,000 Aggregate - Completed Operations

\$2,000,000 Each Occurrence - Blanket Contractual Liability

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

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

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

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

## 11.2 Indemnification

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

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

## **ARTICLE 12: PERFORMANCE AND PAYMENT BONDS**

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

## **ARTICLE 13: EXECUTION OF CONTRACT**

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

## **ARTICLE 14: CHANGES IN THE WORK**

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

## **ARTICLE 15: TERMINATION**

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

**BIDDER SUMMARY SHEET**



**THE KENNETH CO**

Wind Haven Park Development  
(Project Name)

**Fred Vrtis**  
Estimator / Project Manager

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of da

751 N. Bolingbrook Dr. #12  
Bolingbrook, Illinois 60440  
630/679-2750  
Fax: 630/679-1070  
Mobile: 630/514-2118  
Email: Kennethcmp@aol.com

The Kenneth Company  
Firm Name

751 N. Bolingbrook Dr #12  
Street Address

Bolingbrook IL 60440  
City State Zip

Michael Maloney  
Contact Name

X   
Signature of Authorized Signee

President  
Title

630-679-2750  
Phone

630-679-1070  
Fax

krcoffice@aol.com  
E-mail address

36-3748210  
FEIN #

5/16/07  
Date

Revised per  
discussion w/  
Frank + Kenneth Co.

- 13,268.0000 +
- 10,176.0000 +
- 10,000.0000 +
- 5,596.0000 +
- 35,770.0000 +
- 11,220.0000 +
- 8,680.0000 +
- 34,310.0000 +
- 129,020.0000 T

Total Bid Price: 221,098.00



**Wind Haven Park Development  
Bid Proposal Form**

<u>#</u>	<u>Item/Description</u>	<u>Sub-Total</u>
<b>A. Relocations</b>		
1.	Relocate existing trees as shown and noted on the Construction Plans.	\$ <u>0.00</u>
<b>B. Grading &amp; Excavation</b>		
1.	Strip existing topsoil from all walk, pavement and fill areas and stockpile for respreading.	\$ <u>13,268.00</u> ✓
2.	Perform all cuts as shown on plan to establish subgrades for new walks and pavements. Compact subgrade in accordance with the specifications. Construct earth landforms as shown and noted on the Construction Plans. Haul all excess soils from the site.	\$ <u>10,176.00</u> ✓
3.	Respread stockpiled topsoil over all disturbed areas and blend into surrounding grade.	\$ <u>10,000.00</u> ✓
<b>C. Concrete</b>		
Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.		
1.	Concrete Walks.	\$ <u>5596.00</u> ✓
2.	Concrete Pavers.	\$ <u>28,000.00</u>
3.	Pre-Cast Concrete Block Walls and Columns.	\$ <u>35,770.00</u> ✓
<b>D. Site Furnishings</b>		
Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.		
1.	Benches.	\$ <u>11,220.00</u> ✓
2.	Litter Receptacles.	\$ <u>8680.00</u> ✓

<u>#</u>	<u>Item/Description</u>	<u>Sub-Total</u>
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**E. Landscape Plantings and Turf Restoration**

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

1.	Shade Trees.	\$ <u>17,000.00</u>
2.	Ornamental Trees.	\$ <u>10,500.00</u>
3.	Evergreen Trees.	\$ <u>5200.00</u>
4.	Deciduous Shrubs.	\$ <u>4320.00</u>
5.	Evergreen Shrubs.	\$ <u>1430.00</u>
6.	Groundcovers and Perennials.	\$ <u>8572.00</u>
7.	Planting Bed Mulch.	\$ <u>1920.00</u>
8.	Seed Restoration.	\$ <u>7000.00</u>
9.	Native Seeding.	\$ <u>3120.00</u>

<b>Base Bid Total Amount</b>	<b>\$ <u>221,098.00</u></b>
------------------------------	-----------------------------

Bid Security (10% of Base Bid)	<u>\$22,109.80</u>
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Base Bid Amount Written TWO HUNDRED TWENTY ONE THOUSAND, AND  
NINETY EIGHT DOLLARS.

## Wind Haven Park Development Unit Prices

The following unit prices will be used to establish costs for Changes to the Contract. Provide the following unit prices based on the Plans, Details and Specifications.

<u>#</u>	<u>Item/Description</u>	<u>Unit Price</u>
----------	-------------------------	-------------------

### A. Removals

Furnish the cost per unit to excavate, load and haul the following items from the project site:

1.	Clean Clay material per Cubic Yard.	\$ <u>40.00</u>
2.	Clean Topsoil Material per Cubic Yard.	\$ <u>40.00</u>

<u>#</u>	<u>Item/Description</u>	<u>Unit Price</u>
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3.	Unsuitable Soil per Cubic Yard.	\$ <u>50.00</u>
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### C. Grading and Excavation

1.	Import clean Clay Material from off site source, deposit, spread and compact on site per Cubic Yard.	\$ <u>40.00</u>
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2.	Import clean Topsoil Material from off site source, deposit, and spread on site per Cubic Yard.	\$ <u>40.00</u>
----	---	-----------------

### D. Concrete

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

1.	Concrete Walks per Square Foot.	\$ <u>5.30</u>
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2.	Concrete Pavers per Square Foot.	\$ <u>14.00</u>
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3.	Pre-Cast Concrete Block Walls and Columns, Per Square Face Foot.	\$ <u>35.00</u>
----	--	-----------------

### E. Turf Restoration

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

1.	Seed Restoration per Square Yard.	\$ <u>2.00</u>
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2.	Native Seeding per Square Yard.	\$ <u>2.00</u>
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# Brusseau Design Group, LLC

Landscape Architecture • Land Planning • Recreational Planning & Design

May 10, 2007

## ADDENDUM #1

Village of Orland Park, Department of Recreation and Parks  
Wind Haven Park – Park Improvements

This addendum becomes part of and modifies, amends, and clarifies the Bid Documents for the above mentioned project. All provisions and requirements of the Bid Documents shall remain in effect except as specifically changed below:

### Asphalt Walk Path

A line item for the Asphalt Walk Path was omitted from the Bid Proposal Form. Please provide your cost to furnish and install this Asphalt Walk Path, as indicated on the Construction Plans and Details. Please indicate this cost below and include this cost in your Base Bid Total Amount on Page 2 of the Bid Proposal Form.

Lump Sum 39,326.00

Receipt of this addendum shall be acknowledged by signing below and including it in the Project Manual at the end of the Bid Proposal Form.

Bidder's Signature:  President  
Title

Company: The Kenneth Company

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

BOND # TKC051607

**KNOW ALL MEN BY THESE PRESENTS**, that we

**THE KENNETH COMPANY**

751 N. BOLINGBROOK DR., STE 12 BOLINGBROOK, IL 60440-5303

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

**UNITED FIRE & CASUALTY COMPANY**

P.O. BOX 73909 CEDAR RAPIDS, IA 52401

a corporation duly organized under the laws of the State of IOWA as Surety, hereinafter called the Surety, are held and firmly bound unto **VILLAGE OF ORLAND PARK**

14700 S. RAVINIA AVENUE ORLAND PARK, IL 60462

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid**-----Dollars (\$ 10%),

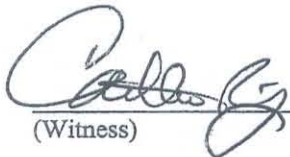
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
**Development, Wind Haven Park**

(Here insert full name, address and description of project)

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

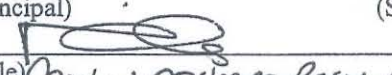
Signed and sealed this 16th day of May, 2007

  
(Witness)

**THE KENNETH COMPANY**

(Principal)

(Seal)

  
(Title) Michael Melones, President

**UNITED FIRE & CASUALTY COMPANY**

(Surety)

(Seal)

  
(Title) Thomas O. Chambers, Attorney-in-Fact

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

THOMAS D CHAMBERS, OR KIMBERLY S RASCH, OR TODD SCHAAP, ALL INDIVIDUALLY OF RACINE WI

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: Any and All Bonds

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 26th day of January, 2007



UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richman*

Vice President

State of Iowa, County of Linn, ss:

On 26th day of January, 2007, before me personally came Dennis J. Richman

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.



MICHILLE WILSON  
COMMISSION NUMBER 704745  
MY COMMISSION EXPIRES  
7-14-09

*Michelle Wilson*

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 16 day of May 20 07.

*David A. Gage*  
Secretary

STATE OF WISCONSIN            )  
  )  
COUNTY OF RACINE        )

ON THIS 16th day of May, 2007, before me, a notary public,  
within and for said County and State, personally appeared **Thomas O. Chambers** to me  
personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of  
and for the **UNITED FIRE & CASUALTY COMPANY**, a corporation of IOWA, created,  
organized and existing under and by virtue of the laws of the State of IOWA; that the corporate  
seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was  
affixed and the said instrument was executed by authority of its Board of Directors; and the said  
**Thomas O. Chambers** did acknowledge that he executed the said instrument as the free act and  
deed of said Company.

  
Nancy Oslund  
Notary Public, Racine County, Wisconsin  
My Commission Expires August 9, 2009.  


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

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

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

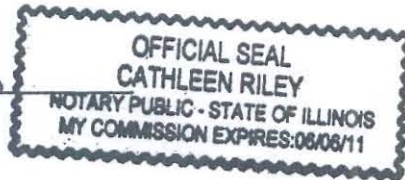
of The Kenneth Company, the Prime  
Contractor submitting this proposal, and that the Prime Contractor is not barred from  
contracting with any unit of state or local government as a result of a violation of either Section  
33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "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 16<sup>th</sup> Day  
of May, 2007.

  
Notary Public





**CRIMINAL CODE CERTIFICATION**

AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 1961  
PURSUANT TO PA 85-1295

Ch. 720, Article 5, Sec. 33E-11, 2002 Ill. Compiled Statutes,

I, the individual whose signature appears below on this bid/contract for

Wind Haven Park

---

hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of ch. 720, Article 5, 2002, Ill. Compiled Stat, as amended.

Bidder/Contractor:

Signed: 

Title: President

Dated: 5/16/07

Attest: 

## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 written sexual harassment policies that shall include, 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 contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights 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:

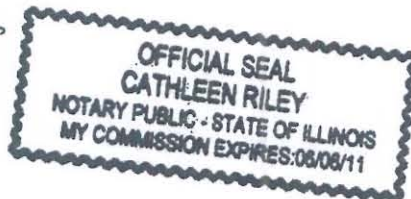
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

The Kenneth Company having submitted a bid for \_\_\_\_\_ (Name of Contractor) for Wood Harris Park (General Description of Work Bid on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By:   
Authorized Agent of Contractor

Subscribed and sworn to before me this 16<sup>th</sup> day of May, 2007.

  
Notary Public



## EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

F. That it will permit access to all relevant books, records, accounts and work sites by

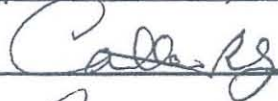
personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

**ACKNOWLEDGED AND AGREED TO:**

BY:  \_\_\_\_\_

ATTEST:  \_\_\_\_\_

DATE: 5/16/07 \_\_\_\_\_

TAX CERTIFICATION

I, Michael Maloney, having been first duly sworn depose and state as follows:

I, Michael Maloney, am the duly authorized agent for The Kenneth Company, which has submitted a bid to the Village of Orland Park for

Wind Haven Park and I hereby certify  
(Name of Project)

that The Kenneth Company is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

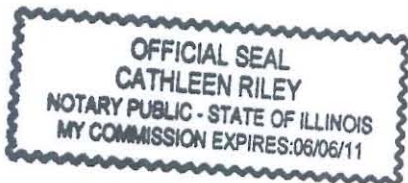
- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: [Signature]

Title: President

Subscribed and Sworn to  
Before me this 16<sup>th</sup>  
Day of May, 2007

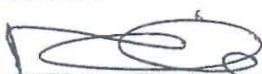
[Signature]




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

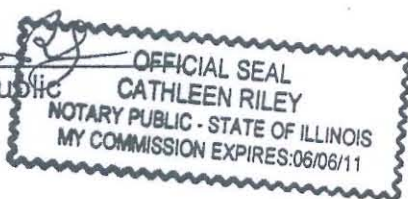
It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits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

**Contractor:**

By:   
(Authorized Officer)

Subscribed and Sworn to  
before me this 15<sup>th</sup> day  
of May, 2000

  
Notary Public



**APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION**

I, Michael Maloney, having been first duly sworn depose and state as follows:

I, Michael Maloney, am the duly authorized agent for The Kenneth Company, which has submitted a bid to the Village of Orland Park for

Wind Haven Park and I hereby certify  
(Name of Project)

that The Kenneth Company  
(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: [Signature]

Title: President

Subscribed and Sworn to  
Before me this 16<sup>th</sup>  
Day of May, 2009



REFERENCES

(Please type)

ORGANIZATION See Attached Specs

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Bidder's Name: The Kenneth Company

Signature & Date:  5/16/07





# THE KENNETH CO.

## Owner/Project Reference List

### **Bolingbrook Park District**

James S. Patula (630)739-0272  
301 Recreation Drive  
Bolingbrook IL 60440-3096

<i>Project</i>	<i>Value</i>
Community Park	\$144,685
Ivanhoe Park	\$70,464
Remington Lakes Park	\$366,678
Sunset Park	\$160,590

### **Brookfield Rec. Dept**

Mary Pezdek (708)485-7344  
8820 Brookfield Ave  
Brookfield IL 60513

<i>Project</i>	<i>Value</i>
Creeside Park	\$139,930
Kiwanis Park	\$118,644
Memorial Park	\$55,986

### **Burr Ridge Park District**

James A. Pacanowski (630)920-1969  
10S474 Madison Street  
Burr Ridge IL 60527

<i>Project</i>	<i>Value</i>
Devon & Garywood Parks	\$200,866
Harvester Park Building	\$303,622
Harvester Park Phase I	\$86,678
Harvester Park Phase II	\$312,884
Harvester Park Site	\$247,653
McCullough Park	\$27,120
Stevens Park	\$10,740

**Clyde Park District**

---

(708)625-3545

Cicero IL

<i>Project</i>	<i>Value</i>
Andy Lopez Park	\$127,480
North Warren Park	\$328,725

**Darien Park District**

---

Robert J. O'Brien (630)655-6411

133 Plainfield Rd.

Darien IL 60561

<i>Project</i>	<i>Value</i>
Mark Delaney School Playground	\$29,760

**Downers Grove Park District**

---

Mitch Fox (630)963-1304

2455 Warrenville Rd

Downers Grove IL 60515

<i>Project</i>	<i>Value</i>
3 Playgrounds	\$66,503
Concord Square & O'Brien Parks	\$55,430
Hummer Park	\$23,822
Lyman Woods	\$60,291
McCollum Park	\$132,690
Memorial Park	\$44,362
Northside, Sterling & Davis Parks	\$16,735

**Forest Preserve Dist. of DuPage**

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Andrea L. Hoyt (630)933-7243

P.O. Box 5000

Wheaton IL 60189-5000

<i>Project</i>	<i>Value</i>
Herrick Lake Trail	\$192,340

**Forest Preserve Dist. Of Will Coun**

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Ralph Schultz (815)727-8700  
22606 S Cherry Hill Rd  
Joliet IL 60433

<i>Project</i>	<i>Value</i>
Copley Nature & Lake Renwick	\$394,433

**Fox Valley Park District**

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Jeffrey D. Palmquist (630)897-0516  
P.O. Box 818  
Aurora IL 60507-0818

<i>Project</i>	<i>Value</i>
Butterfield Park	\$320,864
Harbor Springs Park	\$47,981

**Lemont Park District**

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Robert A. Porter (630)257-6787  
16028 - 127th Street  
Lemont IL 60439

<i>Project</i>	<i>Value</i>
Brown Park	\$53,001
Carriage Park	\$43,925
Centennial Park	\$88,652
Derby Park	\$24,603
Legion Park	\$122,507
Lions Park	\$64,350
Timberline Park	\$10,326
Virginia Reed Park	\$106,892

**Naperville Park District**

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Tod Stanton (630)848-5014  
320 W Jackson Ave  
Naperville IL 60540

<i>Project</i>	<i>Value</i>
Brush Hill Park	\$10,650

Central Park	\$32,124
Columbia Estates & Pembroke Parks	\$176,489
Gartner Park	\$25,800
Huntington Estates Park	\$39,741
Kingsley School	\$22,392
Kroehler & West Greens Parks	\$87,966
Naperville Ballfields	\$128,902
Prairie School Playground	\$34,645
Springhill & Spring-Field Parks	\$42,970
University Hts & Mission Oaks	\$196,069
Wildflower Park	\$58,382

***New Lenox Community Park Distr***

George C. Travnicsek (815)485-2099  
 1 W. Manor Drive  
 New Lenox IL 60451-0308

<i>Project</i>	<i>Value</i>
Palmer Valley Park	\$260,786
Wildwood Park	\$151,168

***Orland Park Recreation & Parks***

Gary R. Major (708)403-6275  
 14650 Ravinia Avenue  
 Orland Park IL 60462

<i>Project</i>	<i>Value</i>
Centennial Park Ballfields/Trail	\$375,458
Centennial Skate Park	\$303,179
Discovery Park	\$52,900
Eagle Ridge & Centennial Parks	\$176,772
Emerald Estates Park	\$49,344
Georgetown Park	\$113,230
Grasslands Park	\$122,474
Hertz, Prairie & Park Schools	\$155,371
Ishnala Woods Park	\$52,541
Marley Creek Park	\$159,102
Mission Hills Park	\$136,970

Parkview Park	\$31,075
Pulte Park	\$22,770
Spring Creek & Doogan Parks	\$49,903
Tampier-McGinnis Park	\$136,132
Village Center	\$57,843

**Park District of Oak Park**

Michael T. Grandy (708)383-0002  
 218 Madison Street  
 Oak Park IL 60302

<i>Project</i>	<i>Value</i>
Oak Park Playgrounds (3)	\$220,340
Stevenson Center Park	\$328,608

**Plainfield Township Park District**

Larry Elkin (815)436-8812  
 100 W Ottawa St  
 Plainfield IL 60544

<i>Project</i>	<i>Value</i>
Commons Park	\$99,425
Cumberland & Sunset Ridge Parks	\$103,288
Grand Prairie School/Park	\$149,579
Grand Prairie Tot Lot	\$10,287
Harvest Glen Park	\$118,590
Natures Crossing & The Reserves Parks	\$185,948
Van Horn & Village Green Parks	\$253,830

**Skokie Park District**

John Ohrlund (847)674-1500  
 9300 Webber Park Place  
 Skokie IL 60076-3055

<i>Project</i>	<i>Value</i>
3 Parks	\$151,123
Lyon & McNally Parks	\$549,164

**Tinley Park Park District**

Craig Rathke (708)532-8698  
8125 W 171st St  
Tinley Park IL 60477

<i>Project</i>	<i>Value</i>
2 Schools, 5 Parks	\$213,024

**Westmont Park District**

Robert A. Fleck (630)969-8080  
55 E. Richmond Street  
Westmont IL 60559

<i>Project</i>	<i>Value</i>
Community Center	\$19,395
Fairfield Tot Lot	\$45,524
Memorial Park	\$8,375
Ty Warner Park	\$636,526
Veterans Memorial Park	\$425,500
Williams Cove Park	\$22,368

**Woodridge Park District**

Michael T. Adams (630)985-0300  
2909 Forest Glen Parkway  
Woodridge IL 60517

<i>Project</i>	<i>Value</i>
Charing Cross Rd Park	\$278,045

## 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

### GENERAL LIABILITY (occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

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

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

Waiver of Subrogation in favor of the Village of Orland Park

### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

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

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Finance, 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 16 DAY OF May, 2007

  
Signature \_\_\_\_\_ Authorized to execute agreements for:

Michael Maloney, President  
Printed Name & Title

The Kenneth Company  
Name of Company

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID DG KENNCO3	DATE (MM/DD/YYYY) 08/07/07
PRODUCER  <b>SCHEER'S INCORPORATED</b> 601 Oakmont Lane, Suite 400 Westmont IL 60559 Phone: 630-468-5600 Fax: 630-468-5695		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  <b>The Kenneth Company</b> 751 N. Bolingbrook Dr. # 12 Bolingbrook IL 60440-5303		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: <b>Westfield Insurance Company</b>	
		INSURER B: <b>Accident Fund Insuranc Co</b>	
		INSURER C:	
		INSURER D:	
		INSURER E:	


**COVERAGES**

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

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SBT3400582	08/29/06	08/29/07	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		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SBT3400582	08/29/06	08/29/07	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		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	SBT3400582	08/29/06	08/29/07	EACH OCCURRENCE \$ 4,000,000
		AGGREGATE \$ 4,000,000 \$ \$				
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER	SEE ACCIDENT FUND COI	08/29/06	08/29/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Any and all work performed for the Village of Orland Park.  
 See notepad for additional insureds and coverages.

<b>CERTIFICATE HOLDER</b>  ORL1003  Village of Orland Park Building Department 14700 S. Ravinia Ave. Orland Park IL 60462	<b>CANCELLATION</b>  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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**NOTEPAD:**

HOLDER CODE ORL1003  
INSURED'S NAME The Kenneth Company

KENNCOS  
OP ID DB

PAGE 3  
DATE 08/07/07

RE: Any and all work performed for Village of Orland Park

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are named as Additional Insureds under General Liability on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured subject to policy terms, conditions and exclusions. Additional Insured status provided per the CG 20 37 07/04 and the CG 20 33 07/04.

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are named as Additional Insureds on a primary basis as respects Automobile Liability.

General Liability Waiver of Subrogation provided in favor of Additional Insureds.

## COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B.** This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.
- C.** With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
  - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.

Our payment for loss of or damage to personal effects will apply only on an excess basis over other collectible insurance.

**Item A. Coverage**, is amended to include the following additional coverage items:

We will pay the expense of returning a stolen covered "auto" to you.

**5. Hired Auto Physical Damage**

If Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this policy, then we will provide the same coverage(s) for those "autos" that you lease, hire, rent or borrow from others. The most we will pay for any one "accident" or "loss" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less, minus a deductible for each covered "auto" that is equal to the largest deductible on the schedule of "autos" applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

**6. Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

Under Paragraph B. Exclusions the following is added:

Mechanical breakdown does not apply to the accidental discharge of an airbag.

**Item B. Exclusions**, is amended to include the following:

Exclusions 4.c. and 4.d. do not apply to:

- c. Cellular telephones and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" elec-

trical system, in or upon the covered "auto".

**Item C. Limits Of Insurance**, is amended to include the following:

3. For those businesses not shown in the Declarations as "auto" dealerships, the following provisions also apply:

- a. In the event of a total loss to a covered "auto", secured by an original lease or loan agreement, in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss", the most we will pay is the greater of:
  - (1) The actual cash value of the covered "auto" at the time of "loss"; or
  - (2) The amount you owe under the terms of the original lease or loan agreement to which the covered "auto" is subject, reduced by:
    - (a) Overdue payments and associated financial penalties as of the date of "loss";
    - (b) The transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the covered "auto";
    - (c) The dollar amount of any unrepaired damage which occurred prior to the date of a total loss, in which the cost of repairs plus the salvage value exceeds the actual cash value;
    - (d) All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the covered "auto";
    - (e) Financial penalties imposed under the lease agreement for high mileage, excessive use or abnormal wear and tear; and
    - (f) Nonrefundable security deposits.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTORS GENERAL LIABILITY EXPANDED PLUS**  
**ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**1. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:**

Item 2. Exclusions a. is deleted and replaced with the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

Item 2. Exclusion g. (2) (a) is deleted and replaced with the following:

- (a) Less than 80 feet long; and

Item 2. Exclusions j. Damage to Property (4) does not apply to borrowed equipment unless the "property damage" occurs while such equipment is being used to perform operations at the job site.

Subject to the LIMITS OF INSURANCE the maximum limit we will pay in any one "occurrence" is \$10,000.

Item 2. Exclusions j. (6) second exception paragraph after (6) is deleted and replaced with the following:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Item 2. Exclusions l. is deleted and replaced with the following:

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of "your work" out of which the damage arises.

The last paragraph of item 2. Exclusions is deleted and replaced with the following:

Exclusions c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

**2. The following coverages are added to SECTION I - COVERAGES:**

**VOLUNTARY PROPERTY DAMAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE.

**2. Exclusions**

Coverage for Voluntary Property Damage does not apply to:

- a. "Loss" of property at premises owned, rented, leased, operated or used by you.
- b. "Loss" of property while in transit;
- c. "Loss" of property owned by, rented to, leased to, borrowed by or used by you;
- d. The cost of repairing or replacing:
  - (1) "Your work" defectively or incorrectly done by you; or
  - (2) "Your product" manufactured, sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

- e. "Loss" of property caused by or arising out of the "products-completed operations hazard."

- (2) Volcanic eruption, explosion or effusion;
- (3) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (4) Mudslide or mudflow;
- (5) Water that backs up from a sewer or drain; or
- (6) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

d. "Property damage" caused by or resulting from any of the following:

- (1) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:
  - (a) You make a reasonable effort to maintain heat in the building or structure; or
  - (b) You drain the equipment and shut off the water supply if the heat is not maintained.

e. "Property damage" to:

- (1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- (2) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

**3. SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended as follows:

Item 1.b. is deleted and replaced with the following:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Item 1.d. is deleted and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$350 a day because of time off from work.

**4. SECTION II - WHO IS AN INSURED** is amended as follows:

Item 2.a.(1)(d) is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Item 3. a. is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

The following items are added as follows:

**5. Vendors**

Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;

**10. Additional Insured - State or Political Subdivisions - Permits Relating to Premises**

Any state or political subdivision with whom you agree in a written contract or agreement to include as an insured subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, holstaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

**11. Additional Insured - Lessor Of Leased Equipment**

Any person(s) or organization(s) with whom you agree in a written contract or agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**5. SECTION III - LIMITS OF INSURANCE is amended as follows:**

Items 8. and 9. are added as follows:

- 8. The most we will pay under Voluntary Property Damage for "loss" arising out of any one "occurrence" is \$250. The most we will pay for the sum of all "losses" under this coverage is \$1,000.
- 9. The most we will pay under Care Custody or Control for "property damage" is \$2,500 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" under this coverage is \$5,000.

10. The most we will pay under Water Damage Legal Liability for all "property damage" arising out of any one "occurrence" is \$25,000.

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

Items e. and f. are added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit as follows:

- e. The requirement in Condition 2. a. applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2. b. will not be breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.

The following is added to Item 6. Representations

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

The following is added to Item 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of subrogation.

*GL - Waiver of subrogation*

08/08/2007 15:57 FAX 248 926 3700

Service since 1928

0001

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/13/2007

PRODUCER (248)926-1300 FAX (248)926-3700  
Fishman Agency, Inc.  
3060 S. Commerce Road  
Walled Lake, MI 48390

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

INSURED Kenneth Company  
751 N Bolingbrook Dr  
#12  
Bolingbrook, IL 60440

INSURER A: Accident Fund of Michigan  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Pe* person) \$ BODILY INJURY (Pe* accident) \$ PROPERTY DAMAGE (Pe* accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WCV602341600	08/27/2006	08/29/2007	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 The Village of Orland Park, their respective officers, trustees, directors, employees and agents as additional insureds on a primary/non-contributory basis with respects to claims arising out of operations by or on behalf of the named insured as referenced in the contract with the Village of Orland Park Waiver of subrogation is granted per contract with the Village of Orland Park

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Village Of Orland Park  
14700 S. Ravinia Ave  
Oakland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
 AUTHORIZED REPRESENTATIVE

DeJ Fishman

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM forms a part of Policy No. **WCV02341600**

Issued to **Kenneth Company**

By **Accident Fund of Michigan**

Premium

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 any one not named in the Schedule.

**Schedule**

**ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM  
WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO  
OBTAIN THIS AGREEMENT FROM US.**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, Washington, or West Virginia.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_

Authorized Representative





Premium Amount Based  
on Final Contract Amount

Bond No. 54167453

AIA Document A312

# Performance Bond

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

CONTRACTOR (Name and Address):  
**THE KENNETH COMPANY**  
751 N. BOLINGBROOK DR., STE 12  
BOLINGBROOK, IL 60440-5303

SURETY (Name and Principal Place of Business):  
**UNITED FIRE & CASUALTY COMPANY**  
P.O. BOX 73909  
CEDAR RAPIDS, IA 52401

OWNER (Name and Address):  
**VILLAGE OF ORLAND PARK**  
14700 S. RAVINIA AVENUE  
ORLAND PARK, IL 60462

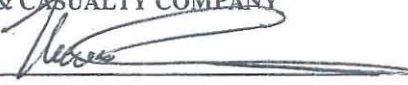
CONSTRUCTION CONTRACT  
Date: **July 13th, 2007**  
Amount: \$ **129,020.00**  
Description (Name and Location):  
**Development, Wind Haven Park**

BOND  
Date (Not earlier than Construction Contract Date): **August 8th, 2007**  
Amount: \$ **129,020.00**  
Modifications to this Bond:  None  See Page 3

CONTRACTOR AS PRINCIPAL  
COMPANY: \_\_\_\_\_ (Corporate Seal)  
**THE KENNETH COMPANY**

Signature:   
Name and Title: **Michael Andrew, President**

SURETY  
COMPANY: \_\_\_\_\_ (Corporate Seal)  
**UNITED FIRE & CASUALTY COMPANY**

Signature:   
Name and Title: **Thomas O. Chambers, Attorney-in-Fact**

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone  
AGENT OR BROKER:  
**SHOREWEST SURETY SERVICES, INC.**  
1127 PRAIRIE DRIVE, SUITE 100  
RACINE, WI 53406

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



Bond No. 54167453

AIA Document A312

# Payment Bond

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

**CONTRACTOR (Name and Address):**  
**THE KENNETH COMPANY**  
751 N. BOLINGBROOK DR., STE 12  
BOLINGBROOK, IL 60440-5303

**SURETY (Name and Principal Place of Business):**  
**UNITED FIRE & CASUALTY COMPANY**  
P.O. BOX 73909  
CEDAR RAPIDS, IA 52401

**OWNER (Name and Address):**  
**VILLAGE OF ORLAND PARK**  
14700 S. RAVINIA AVENUE  
ORLAND PARK, IL 60462

**CONSTRUCTION CONTRACT**

Date: **July 13th, 2007**

Amount: \$ **129,020.00**

Description (Name and Location):

**Development, Wind Haven Park**

**BOND**

Date (Not earlier than Construction Contract Date): **August 8th, 2007**

Amount: \$ **129,020.00**

Modifications to this Bond:

( X )None

See Page 6

**CONTRACTOR AS PRINCIPAL**

**SURETY**

COMPANY: (Corporate Seal)

**THE KENNETH COMPANY**

COMPANY: (Corporate Seal)

**UNITED FIRE & CASUALTY COMPANY**

Signature: 

Name and Title: *Michael Maloney, President*

Signature: 

Name and Title: **Thomas O. Chambers, Attorney-in-Fact**

(Any additional signatures appear on page 6)

**FOR INFORMATION ONLY-Name, Address and Telephone**  
**AGENT OR BROKER:**  
**SHOREWEST SURETY SERVICES, INC.**  
1127 PRAIRIE DRIVE, SUITE 100  
RACINE, WI 53406

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