

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2008-0577

Multi Year:

Amount \$599,918.00

Contract Type:

Small Construction/Inst

Contractor's Name:

DiPaolo Construction Co.

Contractor's AKA:

Execution Date:

9/25/2008

Termination Date:

7/1/2009

Renewal Date:

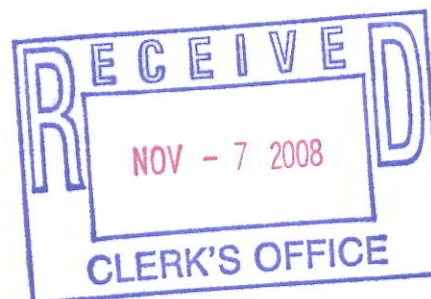
Department:

Public Works/Water & Sewer

Originating Person:

John Ingram

Contract Description: Tinley & Midlothian Creek Culvert Replacement Project



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

November 6, 2008

Mr. Michael D. Sibvara, P.E.
DiPaolo Construction Company
12109 South Paulina Street
Calumet Park, Illinois 60827

RE: *NOTICE TO PROCEED*
Tinley & Midlothian Creek Culvert Replacement

Dear Mr. Sibvara:

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

Please contact John Ingram at 708-403-6104 to arrange the commencement of the work.

The Village has processed Purchase Order #050244 for this contract/service and faxed this to your company on November 6, 2008. 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 September 25, 2008, in an amount not to exceed Five Hundred Ninety-Nine Thousand Nine Hundred Eighteen and No/100 (\$599,918.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Contract Administrator

cc: John Ingram
Pete Casey



VILLAGE HALL

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

VILLAGE OF ORLAND PARK
Tinley and Midlothian Creek Culvert Replacement
(Contract for Small Construction or Installation Project)

This Contract is made this **25th day of September, 2008** by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and DiPaolo Construction 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 General Conditions pertaining to the Contract

The VILLAGE’S Project Manual, issued August 7, 2008, for the Work as described in Section 2 hereunder

- The Invitation to Bid
- The Instructions to the Bidders
- Special Provisions
- Plan Set

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

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds as 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:

The work consists of the removal of existing culverts, installation of new culverts, channel regrading, landscaping and all incidental and collateral work for the Tinley Creek Crossings at 86th

Avenue, Laurel Drive, 163rd Street, 164th Street and Sherwood Drive along with the Robinhood Drive Crossing for Midlothian Creek

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

Unit Prices: As identified on the submitted Unit Price Bid Proposal Sheet with the following corrections

ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
21101625	TOPSOIL FURNISH AND PLACE, 6”	SQ YD	2140	3.50	7,385.00 7,490.00
54020502	PRECAST CONCRETE BOX CULVERT 5'X2'(M273)	FOOT	86	330.00	2,838.00 28,380.00
*Z0022800	FENCE REMOVAL	FOOT	50	15.00	900.00 750.00
BIDDERS PROPOSAL FOR BID					\$599,963.00 \$599,918.00

TOTAL: Five Hundred Ninety-Nine Thousand Nine Hundred Eighteen and No/100 (\$599,918.00) 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 July 1, 2009 (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. Should the CONTRACTOR neglect, refuse, or fail to complete the work under the contract by July 1, 2009, and in view of the difficulty of estimating with exactness the damages caused by such a delay, the VILLAGE shall have the right to charge CONTRACTOR the sum of \$500 per day for each and every calendar day that the work is not complete according to the Village’s Plans and Specifications, as liquidated damages, not a penalty. 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.

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

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

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

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

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

To the CONTRACTOR:
Michael D. Sibvara, P.E.
DiPaolo Construction Company
12109 South Paulina Street
Calumet Park, Illinois 60827
Telephone: (708) 388-2230
Facsimile: (708) 388-5706
e-mail: mdndbam@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.

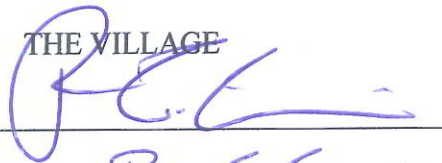
FOR: THE VILLAGE

By: _____

Print name: _____

Its: _____

Date: _____



PAUL G. GRIMES

Village Manager

10/27/08

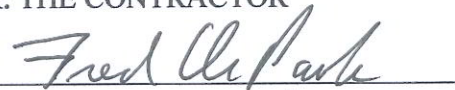
FOR: THE CONTRACTOR

By: _____

Print name: _____

Its: _____

Date: _____



FRED DiPAOLO

PRESIDENT

OCTOBER 20, 2008



VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and DiPaolo Construction Company (the "CONTRACTOR") for **Tinley and Midlothian Creek Culvert Replacement Project** (the "WORK") dated **September 25, 2008** (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 dated August 7, 2008 which includes
 - Instructions to the Bidders
 - Invitation to Bid
 - Specifications and Drawings, if any
- .5 Accepted Bid Proposal as it conforms to the bid requirements
- .6 Addenda, if any

- .7 Required Certificates of Insurance
- .8 Required Certifications
- .9 Performance and Payment Bonds if required

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

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

The amounts and types of insurance required are:

.1 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

Tinley & Midlothian Creek Culvert Replacement Project
(Name of Project)

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

Firm Name: DIPAULO CONSTRUCTION COMPANY

Address: 12109 SOUTH PAULINA STREET

City, State, Zip Code: CALUMET PARK, IL 60827

Contact Person: MICHAEL D. SIBRANA, P.E.

FEIN #: 36-2258561

Phone: (708) 388-2230 Fax: (708) 388-5706

E-mail Address: mdndbam@aol.com

Signature of Authorized Signee: Michael D. Sibrana

Title: VICE PRESIDENT Date: AUG 27, 2008

TOTAL BID PRICE: \$ 599,963.00

UNIT PRICE BID PROPOSAL

Tinley & Midlothian Creek Culvert Replacement Project
(Name of Project)

ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	182	27.00	4,914.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	102	27.00	2,754.00
20101000	TEMPORARY FENCE	FOOT	120	6.00	720.00
20101100	TREE TRUNK PROTECTION	EACH	12	75.00	900.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	210	15.00	3,150.00
*20300100	CHANNEL EXCAVATION	CU YD	700	12.00	8,400.00
20700220	POROUS GRANULAR EMBANKMENT	CU YD	210	60.00	12,600.00
*20800250	TRENCH BACKFILL, SPECIAL	CU YD	600	58.00	34,800.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2140	3.50	7,385.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	20	10.00	200.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	20	10.00	200.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	20	10.00	200.00
28000400	PERIMETER EROSION BARRIER	FOOT	600	3.00	1,800.00
28100105	STONE RIPRAP, CLASS A3	SQ YD	55	33.00	1,815.00
28100109	STONE RIPRAP, CLASS A5	SQ YD	275	40.00	11,000.00
28200200	FILTER FABRIC	SQ YD	330	6.00	1,980.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	35	17.00	595.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	94	6.00	564.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	132	135.00	17,820.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	115	145.00	16,675.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	280	10.00	2,800.00
44000100	PAVEMENT REMOVAL	SQ YD	695	11.00	7,645.00
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	875	11.00	9,625.00

7490.00

ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
44000600	SIDEWALK REMOVAL	SQ FT	280	3.50	980.00
*44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	105	30.00	3,150.00
48100500	AGGREGATE SHOULDERS, TYPE A 6"	SQ YD	80	47.00	3,760.00
*50105200	REMOVE EXISTING CULVERTS, 15" AND UNDER	FOOT	120	15.00	1,800.00
*50105210	REMOVE EXISTING CULVERTS, OVER 36"	FOOT	801	20.00	16,020.00
*54001001	BOX CULVERT END SECTION, CULVERT NO.1 (164th Street)	EACH	4	3,400.00	13,600.00
*54001002	BOX CULVERT END SECTION, CULVERT NO.2 (163rd Street)	EACH	4	4,100.00	16,400.00
54020502	PRECAST CONCRETE BOX CULVERT 5' X 2' (M273)	FOOT	86	330.00	2,838.00
54020603	PRECAST CONCRETE BOX CULVERT 6' X 3' (M273)	FOOT	80	390.00	31,200.00
54207183	PIPE CULVERTS, TYPE 1, REINFORCED CONCRETE - ELLIPTICAL, EQUIVALENT ROUND SIZE 48" (SPAN 60", RISE 38")	FOOT	138	185.00	25,530.00
54207195	PIPE CULVERTS, TYPE 1, REINFORCED CONCRETE - ELLIPTICAL, EQUIVALENT ROUND SIZE 60" (SPAN 76", RISE 48")	FOOT	88	270.00	23,760.00
54213660	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	2	625.00	1,250.00
54213681	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	1	1,100.00	1,100.00
54213705	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 60"	EACH	4	2,125.00	8,500.00
54213717	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 72"	EACH	6	2,995.00	17,970.00
54214743	PRECAST REINFORCED CONCRETE FLARED END SECTIONS - ELLIPTICAL, EQUIVALENT ROUND SIZE 48" (SPAN 60", RISE 38")	EACH	6	2,050.00	12,300.00
54214755	PRECAST REINFORCED CONCRETE FLARED END SECTIONS - ELLIPTICAL, EQUIVALENT ROUND SIZE 60" (SPAN 76", RISE 48")	EACH	4	3,500.00	14,000.00
54213865	STEEL END SECTIONS 10"	EACH	1	375.00	375.00
54213867	STEEL END SECTIONS 12"	EACH	3	425.00	1,275.00
54213870	STEEL END SECTIONS 15"	EACH	1	475.00	475.00
54217766	REINFORCED CONCRETE PIPE TEE, 72" PIPE WITH 24" RISER	EACH	2	2,225.00	4,450.00
542D0220	PIPE CULVERTS, CLASS D, TYPE 1 15"	FOOT	22	49.00	1,078.00
55020700	STORM SEWERS, TYPE 1, REINFORCED CONCRETE CULVERT, STORM DRAIN, AND SEWER PIPE, CLASS I 60"	FOOT	108	187.00	20,196.00

28380.00

ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
55020900	STORM SEWERS, TYPE 1, REINFORCED CONCRETE CULVERT, STORM DRAIN, AND SEWER PIPE, CLASS I 72"	FOOT	204	240.00	48,960.00
56106400	ADJUSTING WATER MAIN 8"	FOOT	138	190.00	26,220.00
56106500	ADJUSTING WATER MAIN 10"	FOOT	41	210.00	8,610.00
56106600	ADJUSTING WATER MAIN 12"	FOOT	87	225.00	19,575.00
60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	2,000.00	2,000.00
60255500	MANHOLES TO BE ADJUSTED	EACH	2	375.00	750.00
60265700	VALVE VAULTS TO BE ADJUSTED	EACH	1	375.00	375.00
60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	2	225.00	450.00
60500040	REMOVING MANHOLES	EACH	2	345.00	690.00
63000000	STEEL PLATE BEAM GUARD RAIL, TYPE A	FOOT	115	45.00	5,175.00
63200310	GUARDRAIL REMOVAL	FOOT	120	20.00	2,400.00
*70101700	TRAFFIC CONTROL AND PROTECTION	LSUM	1	5,505.00	5,505.00
72400500	RELOCATE SIGN PANEL ASSEMBLY TYPE A	EACH	6	275.00	1,650.00
*X0322671	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	360	22.00	7,920.00
*XX000610	RELOCATE EXISTING MAILBOX	EACH	6	375.00	2,250.00
*XX001391	REMOVAL AND REPLACEMENT OF BITUMINOUS DRIVEWAY	SQ YD	36	52.00	1,872.00
*Z0013798	CONSTRUCTION LAYOUT	LSUM	1	3,775.00	3,775.00
*Z0022800	FENCE REMOVAL	FOOT	50	15.00	900.00
*NA	FLOODPLAIN TREES	EACH	21	510.00	10,710.00
*NA	FENCE TO BE REMOVED AND REPLACED	FOOT	50	45.00	2,250.00
*NA	DUCTILE IRON SANITARY SEWER, 8"	FOOT	94	95.00	8,930.00
*NA	DUCTILE IRON SANITARY SEWER, 18"	FOOT	50	145.00	7,250.00
*NA	EROSION CONTROL BLANKET, SPECIAL	SQ YD	2560	3.50	8,960.00
*NA	SEEDING TYPE A	ACRE	0.6	5,500.00	3,300.00
*NA	SEEDING TYPE B	ACRE	0.6	5,500.00	3,300.00
*NA	STONE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	35	17.00	595.00

750.00

ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
*NA	TEMPORARY SEDIMENT TRAP	EACH	6	3,250.00	19,500.00
BIDDERS PROPOSAL FOR BID				599,963.00	

(FIGURES)

599,918.00
F

\$ FIVE HUNDRED NINETY NINE THOUSAND NINE HUNDRED SIXTY THREE AND 00/100
(WORDS)

Signature of Authorized Signee: Michael D. Schava

Title: VICE PRESIDENT Date: AUG 27, 2008



(Please transfer total price to Bidder Summary Sheet)

BUSINESS ORGANIZATION:

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

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

X Corporation: State of incorporation: ILLINOIS
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

D. PAOLO CONSTRUCTION COMPANY (Corporate Seal)
Business Name

Michael D. Schave
Signature

MICHAEL D. SIBRAVA
Print or type name

Vice President
Title

AUG 27, 2008
Date



CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, FRED D. PAOLO, being first duly sworn certify
and say that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

of D. PAOLO CONSTRUCTION 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.

Fred D. Paolo
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 27th Day
of AUGUST, 2008.

Michael D. Sibrava
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: Michael J. Silvan

ATTEST: [Signature]

DATE: Aug 27, 2008



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

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

or:

By: Fred Ch Park
(Authorized Officer)

Subscribed and Sworn to
before me this 27th day
of August, 2008

Michael D. Sibava
Notary Public



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

FRED D. PAOLO, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

D. PAOLO CONSTRUCTION CO, having submitted a proposal for:
(Name of Company)

Tinley & Midlothian Creek Culvert Replacement Project to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that ALL DRIVERS is/are currently participating
(Name of employee/driver or "all employee drivers")
in a drug and alcohol testing program pursuant to the aforementioned rules.

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

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

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

By: Fred D. Paolo
Officer or Owner of Company named above

Subscribed and sworn to
Before me this 27th
Day of August, 2008.

Michael D. Sibrava
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, FRED DIPAOLLO, having been first duly sworn depose
and state as follows:

I, FRED DIPAOLLO, am the duly authorized
agent for DIPAOLLO CONSTRUCTION COMPANY which has
submitted a bid to the Village of Orland Park for Tinley & Midlothian Creek Culvert
Replacement Project and I hereby certify that

DIPAOLLO CONSTRUCTION CO participates in apprenticeship and training
(Name of Company)

programs approved and registered with the United States Department of Labor Bureau of
Apprenticeship and Training.

By: Fred Di Paolo

Title: President

Subscribed and Sworn to
Before me this 27th
Day of August, 2008

Michael D. Sibava
Notary Public



REFERENCES

(Please type)

ORGANIZATION EAST JORDAN IRON WORKS
ADDRESS 310 GARNETT DRIVE
CITY, STATE, ZIP NEW LENNOX, IL
PHONE NUMBER 815-740-1640
CONTACT PERSON Tom Brown
DATE OF PROJECT MISC

ORGANIZATION GALLAGHER AND HENRY
ADDRESS 6280 JOLIET ROAD
CITY, STATE, ZIP COUNTRYSIDE, IL 60525
PHONE NUMBER 708-482-8900
CONTACT PERSON DAN LLEWELLYN
DATE OF PROJECT 2001-2008 WOODRIDGE, HOMER GLEN, TINLEY PARK, ORLANDS PARK

ORGANIZATION HUGUELET CONSTRUCTION
ADDRESS 27 EAST COLORADO STREET
CITY, STATE, ZIP FRANKFORD, IL 60423
PHONE NUMBER 815-469-9150
CONTACT PERSON PAUL HUGUELET
DATE OF PROJECT 2002-2008 ORLANDS PARK, MOKEVA, NEW LENNOX

Bidder's Name: DILORO CONSTRUCTION COMPANY
Signature & Date: Michael D. Diloro 8-27-08

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words **“endeavor to”** and **“, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives”** must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 27th DAY OF AUGUST, 2008

Michael D. Sivan
Signature

Authorized to execute agreements for:

MICHAEL D. SIVANA VICE PRESIDENT
Printed Name & Title

D. PAOLO CONSTRUCTION
Name of Company




ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID A2 DIPAO-1	DATE (MM/DD/YYYY) 10/08/08
PRODUCER The Horton Group, Inc. www.thehortongroup.com 10320 Orland Parkway Orland Park IL 60467 Phone: 708-845-3000		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 DiPaolo Construction, Inc. 12109 South Paulina Calumet Park IL 60827		INSURERS AFFORDING COVERAGE INSURER A: American International Group INSURER B: Travelers INSURER C: INSURER D: INSURER E:	NAIC # 23795 25682

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	X	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	GL1594919	08/01/08	08/01/09	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 - COM/POP AGG \$ 2,000,000 Emp Ben. 1,000,000
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	CA4304060	08/01/08	08/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	BE2229355	08/01/08	08/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC1095899	08/01/08	08/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Equipment Floater	QT660919X7540	08/01/08	08/01/09	Leased Equipment 215,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Tinley and Midlothian Creek Culvert Replacement Project. Additional insureds with respect to general liability on a primary non-contributory basis only when required by written contract: The Village of Orland Park and their respective officers, Trustees, directors, employees and agents. A Waiver of Subrogation applies to General liability and Workers CONT

CERTIFICATE HOLDER ORLAN-1 Village of Orland Park 14770 Ravinia Avenue Orland Park IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IMPORTANT

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

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

DISCLAIMER

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



Compensation in favor of the additional insureds when required by a written contract.

**TINLEY AND MIDLOTHIAN CREEK CULVERT REPLACEMENT PROJECT
(CBBEL PROJECT NO. 060703)
VILLAGE OF ORLAND PARK**

**ADDENDUM # 1
AUGUST 19, 2008**

Clarification: Restoration of the creek outside of the shown construction limits shall be incidental to the Contract.

As stated in the Plans, it shall be the responsibility of the Contractor to divert the stream flow during constructions in order to keep the construction areas free of water and maintain proper flow in the creek. The method of water diversion shall be subject to the approval of the Engineer and the Village of Orland Park, and the cost shall be included in the price of the proposed culverts.

Attached are pages 19 of 23 and 21 of 23 which may have been omitted from the plan set.

Attached is a Special Provision for Adjusting Water Main.

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: Michael Doherty
Name

D. Paoro Const Co.
Name of Company

Please submit this signed acknowledgment with your bid proposal.

ADJUSTING WATER MAIN

This work shall consist of adjusting water main in conflict with proposed culverts to be constructed.

Materials: Materials for adjusting water main shall be ductile iron pipe, Class 52, conforming to ANSI/AWWA C151/A21.51-86, Standard for Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand Lined Molds, for Water or Other Liquids. Ductile iron pipe shall be cement lined in accordance with AWWA C104, Standard for Cement Mortar Lining and Ductile Iron and Gray Iron Pipe and Fittings for Water. Fittings shall be ductile iron or cast iron in accordance with AWWA C110, Standard for Ductile Iron and Gray Iron Fittings, 3-in. through 48-in., for Water and Other Liquids, and AWWA C151. Pipe joints shall be mechanical or push-on in accordance with AWWA C111, Standard for Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings. Refer to the latest revision for the above AWWA standards. All mechanical joint fittings shall be installed with ~~stainless steel bolts~~ Megalug joint restraints. All new water main shall be wrapped with polyethylene film, a minimum of 5 mils in thickness. All steel casing pipes shall be of the materials specified in the Plans.

Construction Requirements: Installation requirement shall be in accordance with Section 561 of the Standard Specifications, and shall be completed within the work hours designated by the Engineer and the Village of Orland Park.

Measurement and Payment: This work shall be measured and paid for at the contract unit price per lineal foot, as measured along the centerline of the pipe, for ADJUSTING WATER MAIN, of the diameter specified. Said price shall include the cost of all pipe, fittings, joint materials, hydrostatic test, disinfection and sampling of water main, removal and disposal of old water main and all excavation. Said price shall also include the cost of steel casing pipes and placing the water main inside of steel casing pipes as shown in the Plans. The trench backfill will be measured and paid for as specified in the Special Provision for TRENCH BACKFILL, SPECIAL.

**TINLEY AND MIDLOTHIAN CREEK CULVERT REPLACEMENT PROJECT
(CBBEL PROJECT NO. 060703)
VILLAGE OF ORLAND PARK**

**ADDENDUM # 2
AUGUST 22, 2008**

Clarification:

1. The following is a list of trees that has been approved for installation along the top of the creek banks by the Village of Orland Park:

COFFEETREE, KENTUCKY
HACKBERRY, COMMON
HICKORY, SHAGBARK
MAPLE, RED
MAPLE, SUGAR
OAK, BUR
OAK, RED

The minimum tree size shall be 2.5".

2. Work over the winter will be permitted, however, unless the Contractor is actively working on a particular culvert, at a minimum, the binder course must be constructed to provide access to traffic and snow plows over the winter. As an alternative, the Contractor may place a 3" thick temporary cold patch, at his expense, to accomplish this.
3. The "TYPICAL CROSSING DETAIL" on Plan Sheet 7 of 23 shows controlled low strength material being placed between and around the proposed culverts as backfill. In lieu of placing controlled low strength material, the Contractor shall have the option of placing compacted CA-11 aggregate between and around the proposed culverts. The compacted CA-11 must be placed to the top of the proposed culverts, and the cost of the material shall be included in the cost of the proposed pipe culvert or box culvert. As stated in the Plans, TRENCH BACKFILL, SPECIAL, shall be placed above the top of the pipe.

I acknowledge the receipt of Addendum #2 for the above referenced project:

Signed: Michael D. Dehan
Name

D. PAOLO CONST CO.
Name of Company

Please submit this signed acknowledgment with your bid proposal.

JMB/JGS

\\Ftovhserver\FINANCE\Finance\Purchasing\Tinley & Midlothian Creek Culvert Replacement Bid 2008\Add #2 08222008.doc

BID BOND
(Percentage)

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS, That we DiPaolo Construction Company
of 12109 South Paulina Street, Calumet Park, IL 60827
_____, hereinafter referred to as the Principal, and
Western Surety Company

as Surety, are held and firmly bound unto Village of Orland Park

of Orland Park, IL
_____, hereinafter referred to as the Obligee, in the amount of
10% of Amount Bid

10% of
(Amount Bid), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
Tinley & Midlothian Creek Culvert Replacement Project

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 27th day of August, 2008.

Principal

DiPaolo Construction Company

BY: Fred De Paolo

Surety

Western Surety Company

BY: [Signature]
William F. Jordan, Attorney-in-Fact



SURETY COMPANY ACKNOWLEDGMENT

State of Illinois

County of DuPage

I, Kathleen Popp Notary Public of Cook County, in the State of Illinois do hereby certify that William F. Riordan, Attorney-in-Fact, of the Western Surety Company,

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Oak Brook

in said County, this 27th day of August, A.D. 2008.

Kathleen Popp
(Notary Public)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Maureen F Head, Thomas E Riordan, William F Riordan, Patrick V Scully, John J Scully Jr, Individually

of Oak Brook, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 5th day of August, 2008.



WESTERN SURETY COMPANY

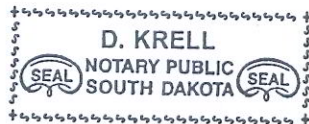
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of August, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY 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.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of August, 2008.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



PERFORMANCE BOND

Bond Number: 929466740

KNOW ALL PERSONS BY THESE PRESENTS, That we DiPaolo Construction Company of 12109 South Paulina Street, Calumet Park, IL 60827, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto Village of Orland Park of 14700 S. Ravinia Avenue, Orland Park, IL 60462, hereinafter referred to as the Obligee, in the sum of Five Hundred Ninety-Nine Thousand Nine Hundred Eighteen and 00/100 Dollars (\$ 599,918.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the 15th day of September, 2008, for Tinley & Midlothian Creek Culvert Replacement Project

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 20th day of October, 2008.

DiPaolo Construction Company (Principal)

By [Signature] (Seal)

Western Surety Company (Surety)

By [Signature] (Seal) Thomas E. Riordan, Attorney-in-Fact



PAYMENT BOND

Bond Number: 929466740

KNOW ALL PERSONS BY THESE PRESENTS, That we _____
DiPaolo Construction Company _____ of
12109 South Paulina Street, Calumet Park, IL 60827 _____, hereinafter
 referred to as the Principal, and _____
Western Surety Company _____,
 as Surety, are held and firmly bound unto Village of Orland Park _____
 of 14700 S. Ravinia Avenue, Orland Park, IL 60462 _____, hereinafter
 referred to as the Oblige, in the sum of Five Hundred Ninety-Nine Thousand Nine Hundred
Eighteen and 00/100 _____
 Dollars (\$ 599,918.00 _____), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated 15th day of September,
2008, for Tinley & Midlothian Creek Culvert Replacement Project
 copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all
 persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all
 duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety
 being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it
 being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling
 the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum
 period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of
 the state in which the project, or any part thereof, is situated, or in the United States District Court for the
 district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith
 hereunder.

SIGNED, SEALED AND DATED this 20th day of October, 2008.

DiPaolo Construction Company
 (Principal)
 By Frank DiPaolo (Seal)

Western Surety Company
 (Surety)
 By Thomas E. Riordan (Seal)
 Thomas E. Riordan, Attorney-in-Fact

SURETY COMPANY ACKNOWLEDGMENT

State of Illinois

County of DuPage

I, Kathleen Popp Notary Public of Cook County, in the State of Illinois do hereby certify that Thomas E. Riordan, Attorney-in-Fact, of the Western Surety Company,

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Oak Brook

in said County, this 20th day of October, A.D. 2008.

Kathleen Popp
(Notary Public)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Maureen F Head, Thomas E Riordan, William F Riordan, Patrick V Scully, John J Scully Jr, Individually

of Oak Brook, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 5th day of August, 2008.

WESTERN SURETY COMPANY



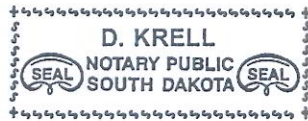
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of August, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY 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.

My commission expires
November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of October, 2008.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary