

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

April 21, 2008

Mr. Bruce Arquilla
Alpha Construction Company
1340 W. 171st Street
Hazel Crest, IL 60429

RE: NOTICE TO PROCEED
2008 Road Improvement Program

Dear Mr. Arquilla:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents and bonds in order for work to commence on the above stated project. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds on April 15, 2008 along with the signed contracts. Note that your insurance coverage expires May 8, 2008. Please forward a new Certificate of Insurance upon renewal.

Please contact Rich Rittenbacher at 708-403-6243 to arrange the commencement of the work.

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

For your records, I have enclosed one (1) original executed contract dated April 9, 2008 in an amount not to exceed One Million Three Hundred Seventy One Thousand Six Hundred Seventy-two and 25/100 (\$1,371,672.25) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Rich Rittenbacher



April 9, 2008

Mr. Bruce Arquilla
Alpha Construction Company
1340 W. 171st Street
Hazel Crest, IL 60429

NOTICE OF AWARD – 2008 ROAD IMPROVEMENT PROGRAM

Dear Mr. Arquilla:

This notification is to inform you that on March 17, 2008, the Village of Orland Park Board of Trustees approved awarding Alpha Construction Company the contract in accordance with the bid you submitted on March 4, 2008, for 2008 Road Improvement Program for an amount not to exceed One Million Three Hundred Seventy One Thousand Six Hundred Seventy-two and 25/100 (\$1,371,672.25) Dollars.

In order to proceed with this project you must comply with the following conditions within ten business days of the date of this Notice of Award, which is by April 23, 2008.

1. Attached is the Contract for the 2008 Road Improvement Program. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you. You do not need to return the Terms and General Conditions.
2. Also attached is the Insurance Requirements acknowledgment. Please sign and return with the contracts.
3. Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
4. Please date the Payment and Performance Bonds April 9, 2008 and forward to me as soon as possible. Upon receipt, your bid deposit will be released.

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

Sincerely,
Denise Domalewski
Contract Administrator

VILLAGE OF ORLAND PARK
2008 Road Improvement
(Contract for Small Construction or Installation Project)

This Contract is made this 9th day of April, 2008 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Alpha 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 for the Work as described in Section 2 hereunder
 - o The Invitation to Bid
 - o The Instructions to the Bidders
- 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:

Street resurfacing, storm sewer, curb, sidewalk, and paving improvements at various locations within the Village of Orland Park

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the

following amounts for the WORK:

Unit Prices :

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-------------|--|-----------------|-------------------|---------------|
| 01. | REMOVE & REPLACE 5 IN. PCC SIDEWALK | 6,650 S.F. | \$ 6.60 | \$43,890.00 |
| 02. | DETECTABLE WARNING PLATE | 44 EA. | \$115.00 | \$5,060.00 |
| 03. | REMOVE & REPLACE CURB & GUTTER, M3.12 CURB | 4,800 L.F. | \$20.20 | \$96,960.00 |
| 04. | REMOVE & REPLACE CURB & GUTTER, B6.12 CURB | 815 L.F. | \$22.05 | \$17,970.75 |
| 05. | B6.12 CURB & GUTTER | 160 L.F. | \$16.00 | \$2,560.00 |
| 06. | CONCRETE SLAB RAISING | 250 S.F. | \$4.00 | \$1,000.00 |
| 07. | PNEUMATIC CURB REPAIR | 1,460 L.F. | \$25.50 | \$37,230.00 |
| 08. | REMOVE & REPLACE 6 IN. P.C.C. DRIVEWAY PAVEMENT | 1,310 S.F. | \$10.10 | \$13,231.00 |
| 09. | REMOVE & REPLACE 2.5 IN. ASPHALT DRIVEWAY PAVEMENT | 226 S.Y. | \$29.05 | \$6,565.30 |
| 10. | PAVER-BRICK DRIVEWAY REPAIR | 170 S.F. | \$12.15 | \$2,065.50 |
| 11. | HMA IMPRINTED DRIVEWAY PAVEMENT REPAIR | 6 S.Y. | \$500.00 | \$3,000.00 |
| 12. | BITUMINOUS SURFACE REMOVAL, ENTIRE ROAD WIDTH (2" Depth) | 23,700 S.Y. | \$1.82 | \$43,134.00 |
| 13. | BITUMINOUS SURFACE REMOVAL, ENTIRE ROAD WIDTH (8½"Depth) | 7,900 S.Y. | \$4.65 | \$36,735.00 |
| 14. | BITUMINOUS SURFACE REMOVAL, EDGE MILLING | 9,100 S.Y. | \$1.55 | \$14,105.00 |
| 15. | 10" STONE BASE (CA-6) | 220 TON | \$18.25 | \$4,015.00 |

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>PRICE</u> | <u>AMOUNT</u> |
|-------------|---|-----------------|-------------|--------------|---------------|
| 16. | BITUMINOUS MATERIALS, PRIME COAT | 4,555 | GAL. | \$1.00 | \$4,555.00 |
| 17. | BITUMINOUS MATERIALS- PRIME COAT, REFLECTIVE CRACK CONTROL | 8,210 | GAL. | \$2.25 | \$18,472.50 |
| 18. | CLASS D PATCHES, VARIOUS TYPES | 2,375 | TON | \$83.00 | \$197,125.00 |
| 19. | MIXTURE FOR CRACKS, JOINTS AND FLANGWAYS | 4 | TON | \$255.00 | \$1,020.00 |
| 20. | BITUMINOUS BASE COURSE, SUPERPAVE, 4" | 1,930 | TON | \$46.00 | \$88,780.00 |
| 21. | LEVELING BINDER, MACHINE METHOD, SUPERPAVE, N50 | 1,595 | TON | \$55.55 | \$88,602.25 |
| 22. | BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19, N50 | 1,480 | TON | \$45.50 | \$67,340.00 |
| 23. | BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, MIX "C", N50 | 5,585 | TON | \$52.35 | \$292,374.75 |
| 24. | AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A- 6 OZ./S.Y. | 32,830 | S.Y. | \$0.97 | \$31,845.10 |
| 25. | STRIP REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM B | 200 | S.F. | \$0.75 | \$150.00 |
| 26. | EXCAVATION | 175 | C.Y. | \$35.25 | \$6,168.75 |
| 27. | TOPSOIL & SODDING | 1,630 | S.Y. | \$8.30 | \$13,529.00 |
| 28. | 6 IN. PERFORATED PVC STORM SEWER UNDERDRAIN | 8,049 | L.F. | \$14.45 | \$116,308.05 |
| 29. | 24 IN. INLET | 27 | EA. | \$900.00 | \$24,300.00 |
| 30. | TRENCH BACKFILL, WASHED CA-7 | 545 | TON | \$19.00 | \$10,355.00 |

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>PRICE</u> | <u>AMOUNT</u> |
|-------------|--|-----------------|-------------|--------------|---------------|
| 31. | TRENCH BACKFILL, CA-6 | 630 | TON | \$21.85 | \$13,765.50 |
| 32. | FRAMES & LIDS TO BE ADJUSTED (Steel Ring) | 18 | EA. | \$115.00 | \$2,070.00 |
| 33. | ADJUST & REMORTAR STRUCTURE FRAME | 19 | EA. | \$325.00 | \$6,175.00 |
| 34. | RECONSTRUCT MANHOLE, BLOCK | 1 | EA. | \$750.00 | \$750.00 |
| 35. | RECONSTRUCT MANHOLE, CONE SECTION | 1 | EA. | \$1,100.00 | \$1,100.00 |
| 36. | RECONSTRUCT MANHOLE, FLAT SLAB | 1 | EA. | \$855.00 | \$855.00 |
| 37. | RE-MORTAR STRUCTURE | 45 | EA. | \$140.00 | \$6,300.00 |
| 38. | THERMOPLASTIC PAVEMENT MARKING, LINE | 7,306 | S.F. | \$1.80 | \$13,150.80 |
| 39. | THERMOPLASTIC PAVEMENT MARKING, ARROW | 6 | EA. | \$68.00 | \$408.00 |
| 40. | THERMOPLASTIC PAVEMENT MARKING, ARROW & ONLY SYMBOL | 7 | EA. | \$68.00 | \$476.00 |
| 41. | DETECTOR LOOP | 920 | L.F. | \$15.00 | \$13,800.00 |
| 42. | TRAFFIC CONTROL & PROTECTION STANDARDS- WEST AVENUE | 1 | L.S. | \$7,015.00 | \$7,015.00 |
| 43. | TRAFFIC CONTROL & PROTECTION STANDARDS- 153RD STREET | 1 | L.S. | \$4,810.00 | \$4,810.00 |
| 44. | TRAFFIC CONTROL & PROTECTION STANDARDS- RAVINIA AVENUE | 1 | L.S. | \$12,550.00 | \$12,550.00 |

TOTAL: One Million Three Hundred Seventy One Thousand Six Hundred Seventy - Two and 25/100 (\$1,371,672.25) 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 October 15, 2008, (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

To the CONTRACTOR:

Bruce Arquilla, President
Alpha Construction Company
1340 W. 171st Street
Hazel Crest, IL 60429
Telephone: 708-335-2323
Facsimile: 708-335-0760
e-mail: barquilla@alpha-construction.us

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: Ellen J. Baer

Print name: Ellen J. Baer

Its: Interim Village Manager

Date: 4-17-08

FOR: THE CONTRACTOR

By: Bruce Arquilla

Print name: BRUCE ARQUILLA

Its: VICE PRESIDENT/SECY

Date: 4/10/08

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and ALPHA CONSTRUCTION COMPANY (the "CONTRACTOR") for **2008 Road Improvement Project** (the "WORK") dated **April 9, 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 February 19, 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 Indemnites. 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:

\$5,000,000 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.

Ohio Farmers Insurance Company
Westfield Center, Ohio 44251-5001

Bond No. 0044357

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):
ALPHA CONSTRUCTION COMPANY
1340 WEST 171ST STREET
HAZEL CREST, IL 60429

SURETY (Name and Principal Place of Business):
Ohio Farmers Insurance Company
1 Park Circle PO Box 5001 Westfield Center, Ohio 44251-5001

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

CONSTRUCTION CONTRACT
Date: APRIL 9, 2008
Amount: \$1,371,672.25
Description (Name and Location): VILLAGE OF ORLAND PARK - 2008 ROAD IMPROVEMENT

BOND
Date (Not earlier than Construction Contract Date): APRIL 11, 2008
Amount: \$1,371,672.25
Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL
Contractor: ALPHA CONSTRUCTION COMPANY
(Corporate Seal)

SURETY
Company: Ohio Farmers Insurance Company
(Corporate Seal)



Signature: *Bruce Arquilla*
Name and Title: **BRUCE ARQUILLA VP**

Signature: *Kristan F. Retusnic*
Name and Title: **KRISTAN F. RETUSNIC, ATTORNEY-IN-FACT**

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

Owner's Representative (Architect, Engineer or other party):

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as

soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or nonperformance of the Contractor.

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

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

9 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.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)
Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)
Signature: _____
Name and Title: _____
Address: _____

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

General
Power
of Attorney

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **JOHN J. NASO, JR., KRISTAN F. RETUSNIC, FRANK Q. POPPIE, JOINTLY OR SEVERALLY**

and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:
"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 27th day of MARCH A.D., 2008.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY
By: *Richard L. Kinnaird, Jr.*
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina

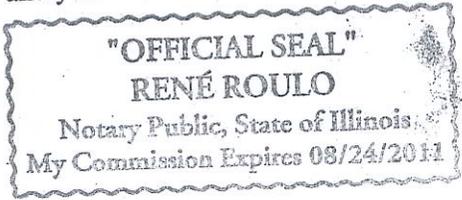
ss.:

On this 27th day of MARCH A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the abovementioned instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

State of Illinois
County of Will

On this 11TH day of APRIL 20 08, before me personally appeared KRISTAN F. RETUSNIC, known to me to be the Attorney-in-fact of OHIO FARMERS INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written.



René Roulo
(Notary Public)

Ohio Farmers Insurance Company
Westfield Center, Ohio 44251-5001

Bond No. 0044357

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):
ALPHA CONSTRUCTION COMPANY
1340 WEST 171ST STREET
HAZEL CREST, IL 60429

SURETY (Name and Principal Place of Business):
Ohio Farmers Insurance Company
1 Park Circle PO Box 5001 Westfield Center, Ohio 44251-5001

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

CONSTRUCTION CONTRACT
Date: APRIL 9, 2008
Amount: \$1,371,672.25
Description (Name and Location): VILLAGE OF ORLAND PARK - 2008 ROAD IMPROVEMENT

BOND
Date (Not earlier than Construction Contract Date): APRIL 11, 2008
Amount: \$1,371,672.25
Modifications to this Bond:

None See Page 6

CONTRACTOR AS PRINCIPAL
Company: ALPHA CONSTRUCTION COMPANY
(Corporate Seal)



SURETY
Company: Ohio Farmers Insurance Company
(Corporate Seal)

Signature: *Bruce Arquilia*
Name and Title: BRUCE ARQUILIA VP

Signature: *Kristan F. Retusnic*
Name and Title: KRISTAN F. RETUSNIC, ATTORNEY-IN-FACT

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

Owner's Representative (Architect, Engineer or other party):

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

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement

shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service

or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

This bond is modified in accordance with the attached Rider entitled "A312 Payment Bond Rider" attached hereto and fully incorporated herein.

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Ohio Farmers Insurance Company

Westfield Insurance
1 Park Circle, PO Box 5001 Westfield Center, Ohio 44251-5001

Bond # 0044357

A312 PAYMENT BOND RIDER

This rider amends the provisions of the A312 Payment Bond as follows:

Paragraph 5 is deleted in its entirety.

Paragraph 6 is deleted in its entirety and replaced with the following:

6. When the Surety has received Notice as required in Paragraph 4 above, the Surety shall take the following action;
 - 6.1) Send an acknowledgment letter to the claimant, with a copy to the Owner, requesting information and documentation necessary to investigate the claim.
 - 6.2) As soon as reasonably practical under all circumstances, and after having received the requested documentation from the claimant, including a properly executed Affidavit of Claim, advise the claimant of the status of the claim.

No provision of this bond shall be interpreted to waive or discharge any right or defense of the Surety or the Contractor. No action or failure to act by the Surety or the contractor shall be considered to be an admission of liability or a waiver of the Contractor or Surety's right to dispute a claim in whole or in part.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JOHN J. NASO, JR., KRISTAN F. RETUSNIC, FRANK Q. POPPIE, JOINTLY OR SEVERALLY

of ORLAND PARK and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 27th day of MARCH A.D., 2008 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

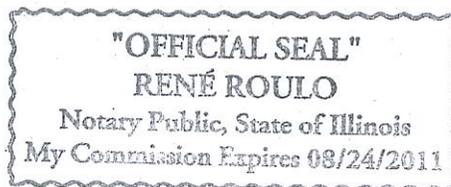
State of Ohio County of Medina ss.:

On this 27th day of MARCH A.D., 2008 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, the companies described in and which executed the above

State of Illinois County of Will

On this 11TH day of APRIL 20 08 , before me personally appeared KRISTAN F. RETUSNIC, known to me to be the Attorney-in-fact of OHIO FARMERS INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written.



Signature of Rene Roulo (Notary Public)

BIDDER SUMMARY SHEET

2008 Road Improvement Program

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

Firm Name: ALPHA CONSTRUCTION COMPANY

Address: 1340 W. 171ST STREET

City, State, Zip Code: HAZEL CREST, IL 60429

Contact Person: BRUCE AROQUILLA

FEIN #: 36-2353013

Phone: (708) 335-2323 Fax: (708) 335-0760

E-mail Address: barquilla@alpha-construction.us

Signature of Authorized Signee: 

Title: PRESIDENT Date: 4/4/08

TOTAL BID PRICE: \$ 1,371,672.25

UNIT PRICE BID SHEET

2008 Road Improvement Program

Orland Park Street Resurfacing, Storm Sewer, Curb, Sidewalk, and Paving Improvements

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications on file in the office of the Owner as designated in the Invitation to Bid, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the 2008 Road Improvement Program- street resurfacing, storm sewer, curb, sidewalk, and paving improvements.

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-------------|--|-----------------|-------------------|------------------|
| 01. | REMOVE & REPLACE 5 IN. PCC SIDEWALK | 6,650 S.F. | <u>6.60</u> | <u>43,890.00</u> |
| 02. | DETECTABLE WARNING PLATE | 44 EA. | <u>115.00</u> | <u>5,060.00</u> |
| 03. | REMOVE & REPLACE CURB & GUTTER, M3.12 CURB | 4,800 L.F. | <u>20.20</u> | <u>96,960.00</u> |
| 04. | REMOVE & REPLACE CURB & GUTTER, B6.12 CURB | 815 L.F. | <u>22.05</u> | <u>17,970.75</u> |
| 05. | B6.12 CURB & GUTTER | 160 L.F. | <u>16.00</u> | <u>2,560.00</u> |
| 06. | CONCRETE SLAB RAISING | 250 S.F. | <u>4.00</u> | <u>1,000.00</u> |
| 07. | PNEUMATIC CURB REPAIR | 1,460 L.F. | <u>25.50</u> | <u>37,230.00</u> |
| 08. | REMOVE & REPLACE 6 IN. P.C.C. DRIVEWAY PAVEMENT | 1,310 S.F. | <u>10.10</u> | <u>13,231.00</u> |
| 09. | REMOVE & REPLACE 2.5 IN. ASPHALT DRIVEWAY PAVEMENT | 226 S.Y. | <u>29.05</u> | <u>6,565.30</u> |
| 10. | PAVER-BRICK DRIVEWAY REPAIR | 170 S.F. | <u>12.15</u> | <u>2,065.50</u> |
| 11. | HMA IMPRINTED DRIVEWAY PAVEMENT REPAIR | 6 S.Y. | <u>500.00</u> | <u>3,000.00</u> |
| 12. | BITUMINOUS SURFACE REMOVAL, ENTIRE ROAD WIDTH (2" Depth) | 23,700 S.Y. | <u>1.82</u> | <u>43,134.00</u> |
| 13. | BITUMINOUS SURFACE REMOVAL, ENTIRE ROAD WIDTH (8½"Depth) | 7,900 S.Y. | <u>4.65</u> | <u>36,735.00</u> |
| 14. | BITUMINOUS SURFACE REMOVAL, EDGE MILLING | 9,100 S.Y. | <u>1.55</u> | <u>14,105.00</u> |

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-------------|---|-----------------|-------------------|-------------------|
| 15. | 10" STONE BASE (CA-6) | 220 TON | <u>18.25</u> | <u>4015.00</u> |
| 16. | BITUMINOUS MATERIALS, PRIME COAT | 4,555 GAL. | <u>1.00</u> | <u>4,555.00</u> |
| 17. | BITUMINOUS MATERIALS- PRIME COAT, REFLECTIVE CRACK CONTROL | 8,210 GAL. | <u>2.25</u> | <u>18,472.50</u> |
| 18. | CLASS D PATCHES, VARIOUS TYPES | 2,375 TON | <u>83.00</u> | <u>197,125.00</u> |
| 19. | MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS | 4 TON | <u>255.00</u> | <u>1,020.00</u> |
| 20. | BITUMINOUS BASE COURSE, SUPERPAVE, 4"1,930 | TON | <u>46.00</u> | <u>88,780.00</u> |
| 21. | LEVELING BINDER, MACHINE METHOD, SUPERPAVE, N50 | 1,595 TON | <u>55.55</u> | <u>88,602.25</u> |
| 22. | BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19, N50 | 1,480 TON | <u>45.50</u> | <u>67,340.00</u> |
| 23. | BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, MIX "C", N50 | 5,585 TON | <u>52.35</u> | <u>292,374.75</u> |
| 24. | AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A- 6 OZ./S.Y. | 32,830 S.Y. | <u>0.97</u> | <u>31,845.10</u> |
| 25. | STRIP REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM B | 200 S.F. | <u>0.75</u> | <u>150.00</u> |
| 26. | EXCAVATION | 175 C.Y. | <u>35.25</u> | <u>6,168.75</u> |
| 27. | TOPSOIL & SODDING | 1,630 S.Y. | <u>8.30</u> | <u>13,529.00</u> |
| 28. | 6 IN. PERFORATED PVC STORM SEWER UNDERDRAIN | 8,049 L.F. | <u>14.45</u> | <u>116,308.05</u> |
| 29. | 24 IN. INLET | 27 EA. | <u>900.00</u> | <u>24,300.00</u> |
| 30. | TRENCH BACKFILL, WASHED CA-7 | 545 TON | <u>19.00</u> | <u>10,355.00</u> |
| 31. | TRENCH BACKFILL, CA-6 | 630 TON | <u>21.85</u> | <u>13,765.50</u> |
| 32. | FRAMES & LIDS TO BE ADJUSTED (Steel Ring) | 18 EA. | <u>115.00</u> | <u>2,070.00</u> |
| 33. | ADJUST & REMORTAR STRUCTURE FRAME | 19 EA. | <u>325.00</u> | <u>6,175.00</u> |
| 34. | RECONSTRUCT MANHOLE, BLOCK | 1 EA. | <u>750.00</u> | <u>750.00</u> |
| 35. | RECONSTRUCT MANHOLE, CONE SECTION | 1 EA. | <u>1,100.00</u> | <u>1,100.00</u> |
| 36. | RECONSTRUCT MANHOLE, FLAT SLAB | 1 EA. | <u>855.00</u> | <u>855.00</u> |
| 37. | RE-MORTAR STRUCTURE | 45 EA. | <u>140.00</u> | <u>6,300.00</u> |
| 38. | THERMOPLASTIC PAVEMENT MARKING, LINE | 7,306 S.F. | <u>1.80</u> | <u>13,150.80</u> |

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-------------|--|-----------------|-------------------|------------------|
| 39. | THERMOPLASTIC PAVEMENT MARKING, ARROW | 6 EA. | <u>68.00</u> | <u>408.00</u> |
| 40. | THERMOPLASTIC PAVEMENT MARKING, ARROW & ONLY SYMBOL | 7 EA. | <u>68.00</u> | <u>476.00</u> |
| 41. | DETECTOR LOOP | 920 L.F. | <u>15.00</u> | <u>13,800.00</u> |
| 42. | TRAFFIC CONTROL & PROTECTION STANDARDS- WEST AVENUE | 1 L.S. | <u>7,015.00</u> | <u>7,015.00</u> |
| 43. | TRAFFIC CONTROL & PROTECTION STANDARDS- 153 RD STREET | 1 L.S. | <u>4,810.00</u> | <u>4,810.00</u> |
| 44. | TRAFFIC CONTROL & PROTECTION STANDARDS- RAVINIA AVENUE | 1 L.S. | <u>12,550.00</u> | <u>12,550.00</u> |

TOTAL AMOUNT

\$ 1,371,672.25
 (Enter this amount as Total Bid Price on bidder summary sheet)

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project



Bidder/Contractor:

Firm Name: ALPHA CONSTRUCTION COMPANY

Signed: *Ramon Aguilar*

Title: PRESIDENT

Dated: 4/4/08

Attest: *Ramon Aguilar*

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:
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.

ALPHA CONSTRUCTION COMPANY
Business Name

(Corporate Seal)



Robert Arquilla
Signature

ROBERT ARQUILLA
Print or type name

PRESIDENT
Title

4/4/08
Date

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

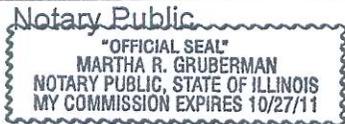
I, ROBERT ARQUILLA, being first duly sworn certify
and say that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

of ALPHA 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.


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 4TH Day
of MARCH, 2008.

Martha R. Gruber



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:

4/4/08



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

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

Contractor **ALPHA CONSTRUCTION COMPANY**

By: *[Signature]*
(Authorized Officer)

Subscribed and Sworn to
before me this 4TH day
of MARCH, 2008

[Signature]
Notary Public



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

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

ALPHA CONSTRUCTION COMPANY, having submitted a proposal for:
(Name of Company)

2008 STREET MAINTENANCE PROGRAM
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

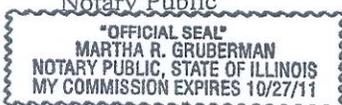
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures 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 _____ 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: *Robert Arquilla*
Officer or Owner of Company named above

Subscribed and sworn to
Before me this 4TH
Day of MARCH, 2008.

Martha R. Gruberman
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, MARTHA R. GRUBERMAN, having been first duly sworn depose and state as follows:

I, ROBERT ARQUILLA, am the duly authorized agent for ALPHA CONSTRUCTION COMPANY, which has submitted a bid to the Village of Orland Park for 2008 STREET MAINTENANCE PROGRAM and I hereby certify
(Name of Project)

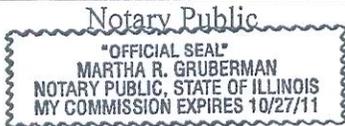
that ALPHA CONSTRUCTION COMPANY
(Name of Company)

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

By: *Robert Arquilla*
Title: PRESIDENT

Subscribed and Sworn to
Before me this 4TH
Day of MARCH, 2008

Martha R. Gruberman



REFERENCES

(Please type)

ORGANIZATION VILLAGE OF SOUTH HOLLAND
ADDRESS 16226 WAUSAU
CITY, STATE, ZIP SOUTH HOLLAND, IL
PHONE NUMBER 708-210-2900
CONTACT PERSON PAT MAHONE
DATE OF PROJECT 8/2007

ORGANIZATION VILLAGE OF ORLAND PARK
ADDRESS 14700 S. RAVINIA AVE.
CITY, STATE, ZIP ORLAND PARK, IL
PHONE NUMBER 708-403-6100
CONTACT PERSON RICH RITTENBACKER
DATE OF PROJECT 4/2008

ORGANIZATION VILLAGE OF POSEN
ADDRESS 2440 WALTER ZIMNY DRIVE
CITY, STATE, ZIP POSEN, IL
PHONE NUMBER 708-385-0139
CONTACT PERSON STAN BARWOCK
DATE OF PROJECT 7/2007

Bidder's Name: ALPHA CONSTRUCTION COMPANY
Signature & Date: 
4/4/08

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

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence

\$5,000,000 – Aggregate

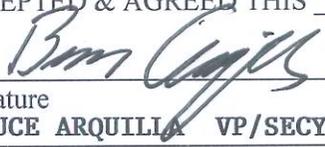
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the 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 4TH DAY OF MARCH, 2008

Signature


BRUCE ARQUILLA VP/SECY

Printed Name & Title

Authorized to execute agreements for:

ALPHA CONSTRUCTION COMPANY

Name of Company

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID A2
ALPHA11

DATE (MM/DD/YYYY)
04/10/08

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Alpha Construction Co.
1340 W. 171st Street
Hazel Crest IL 60429

INSURER A: Zurich American Insurance Co.
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 ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------|-------|--|---------------|----------------------------------|-----------------------------------|---|--------------|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | GLO3070308102 | 05/01/07 | 05/01/08 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| A | X | AUTOMOBILE LIABILITY <input 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 | BAP370308202 | 05/01/07 | 05/01/08 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | | AGG | \$ |
| A | X | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0 | AUC534615701 | 05/01/07 | 05/01/08 | 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 | WC370308002 | 05/01/07 | 05/01/08 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER |
| | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: 2008 Road Improvement Program. Additional insured with respects to general liability (Umbrella follows form) and auto liability only when required by written contract on a primary and non-contributory basis: The Village of Orland Park and their respective officers, trustees, directors, employees and agents. Waiver of subrogation in favor of the additional CONT

CERTIFICATE HOLDER

CANCELLATION

ORLAN-1

Village of Orland Park
14700 Ravinia Avenue
Orland Park IL 60462

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

Barbara Sachleda

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.

NOTEPAD:

HOLDER CODE ORLAN-1
INSURED'S NAME Alpha Construction Co.

ALPHA11
OP ID A2

PAGE 3
DATE 04/10/08

insureds will apply to general liability and worker's compensation only
when required by written contract.

OHIO FARMERS INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we ALPHA CONSTRUCTION COMPANY

as Principal, hereinafter called the Principal, and OHIO FARMERS INSURANCE COMPANY, Westfield Center, Ohio 44251

a corporation duly organized under the laws of the State of Ohio

as Surety, hereinafter called the Surety, are held and firmly bound unto VILLAGE OF ORLAND PARK

as Obligee, hereinafter called the Obligee, in the sum of TEN PERCENT OF AMOUNT BID
Dollars (\$10% OF AMOUNT BID),

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 2008 ROAD IMPROVEMENT PROGRAM

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 perform 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 4TH day of MARCH, 2008.

ALPHA CONSTRUCTION COMPANY

(Principal) (Seal)

By

(Title)

PRESIDENT

OHIO FARMERS INSURANCE COMPANY

(Surety) (Seal)

(Title)

KRISTAN F. RETUSNIC, ATTORNEY-IN-FACT

Printed in cooperation with the American Institute of Architects (AIA) by the Ohio Farmers Insurance Company. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.