

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2010-0380

Multi Year: ☐

Amount \$321,784.00

Contract Type:

Small Construction/Inst

Contractor's Name:

John Charles Midwest, Inc.

Contractor's AKA:

Execution Date:

9/2/2010

Termination Date:

12/1/2010

Renewal Date:

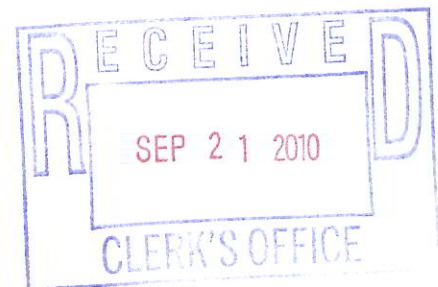
Department:

Public Works

Originating Person:

Ed Wilmes

Contract Description: Orland Park Business Center



Tuesday, September 21, 2010

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

September 21, 2010

Mr. John C. Brncich
John Charles Midwest, Inc.
11504 W.183rd St.
Orland Park, IL 60467

RE: *NOTICE TO PROCEED*
Orland Park Business Center – LOC Draw

Dear Mr. Brncich:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of September 16, 2010.

Please contact Ed Wilmes at 708-403-6357 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 September 2, 2010 in an amount not to exceed Three Hundred Twenty One Thousand Seven Hundred Eighty-Four and No/100 (\$321,784.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Contract Administrator

Encl:

cc: Ed Wilmes



VILLAGE HALL

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

VILLAGE OF ORLAND PARK
Orland Park Business Center
(Contract for Small Construction or Installation Project)

This Contract is made this **2nd day of September, 2010** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and John Charles Midwest, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Contract

The Terms and General Conditions pertaining to the Contract

The Proposal, including Contract Exhibit A, submitted by Contractor on August 19, 2010, to the extent it does not conflict with this contract

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE equal to contract sum

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

CONTRACTOR will complete the remaining work and deficiencies at the Orland Park Business Center as described in Contract Exhibit A dated 08-19-10

(hereinafter referred to as the "WORK") as described in the CONTRACTOR'S Proposal and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for the WORK:

TOTAL: an amount not to exceed Three Hundred Twenty One Thousand Seven Hundred Eighty-Four and No/100 (\$321,784.00) Dollars

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

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

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by December 1, 2010 (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.

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

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

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

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

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

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:
Denise Domalewski, 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:
John Brncich, President
John Charles Midwest, Inc.
11504 W. 183rd St.
Orland Park, Illinois 60467
Telephone: 708-479-8646
Facsimile: 708-479-6976
e-mail: jbrncich@johncharlesmidwest.com

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

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

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

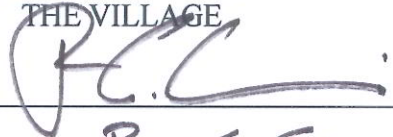
The following modifications will be made to the Proposal/Contract dated August 19, 2010 submitted by John Charles Midwest, Inc.:

1. Under the **Payment** section of said proposal, the sentence "Payments by the Village shall be made with in 10 calendar days from application" will be stricken in its entirety and replaced with the terms of **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** as stated above in this document.
2. Under the **Payment** section of said proposal, the sentence "No retention value will be withheld from any Payment applications" shall be stricken in its entirety and replaced with "Ten (10) percent retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety."
3. On Page 1 of 2 of Contract Exhibit A, line item 20-1000 Tree Contingency Unit Cost shall be reduced by the cost of the Performance and Payment Bonds (approximately \$6500).
4. On Page 2 of 2 of Contract Exhibit A, item #3 under 31-000 CLARIFICATIONS "This project includes all applicable sales tax" shall be stricken in its entirety. The VILLAGE is exempt from all applicable sales tax.
5. On Page 2 of 2 of Contract Exhibit A, item #2 under 32-0000 EXCLUSIONS "Performance & Payment Bonds" shall be stricken in its entirety. Performance and Payment Bonds in the amount of the contract sum are required for this project.

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

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

FOR: THE VILLAGE

By: 

Print name:

Paul G. GRIMES

Its:

Village Manager

Date:

9/17/10

FOR: THE CONTRACTOR

By: 

Print name:

John C. Brancich

Its:

Owner/President

Date:

09-15-10

**VILLAGE OF ORLAND PARK
CONSTRUCTION CONTRACT
TERMS AND GENERAL CONDITIONS**

Terms and General Conditions for the CONTRACT between The Village of Orland Park (the "VILLAGE") and John Charles Midwest, Inc. (the "CONTRACTOR") for Orland Park Business Center (the "WORK") dated September 2, 2010 (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

1.1.1 Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.

1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.

1.1.3 The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.

~~1.1.4 The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.~~

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

1.2 CONTRACTOR'S RIGHTS AND DUTIES

1.2.1 The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.

- 1.2.2 The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3 CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4 CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5 The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6 The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor. Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a

disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

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

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The CONTRACT consists of the following documents and items:

- a. Agreement between the parties
- b. General Conditions to the Agreement
- c. Special Conditions to the Agreement, if any
- d. Accepted Proposal as it conforms to the bid requirements
- e. The Proposal, including exhibit A, submitted by CONTRACTOR on August 19, 2010, to the extent it does not conflict with this contract
- f. Specifications and Drawings, if any
- g. Addenda, if any
- h. Required Certificates of Insurance
- i. All Certifications required by the VILLAGE
- j. Required Certifications and documents as may be required by other project funding agencies
- k. Performance and Payment Bonds, if required

ARTICLE 3: PAYMENTS AND COMPLETION

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

3.2 No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written

authorization from the VILLAGE.

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

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. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

ARTICLE 5: INSPECTION OF MATERIALS

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

ARTICLE 6: ASSIGNMENT

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

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

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

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

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

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1 All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.

7.2 The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

8.1 If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

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

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

ARTICLE 9: DISPUTES AND VENUE

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

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

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

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

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

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

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in

performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 13: EXECUTION OF CONTRACT

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

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by

the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

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



PROPOSAL / CONTRACT

August 19, 2010

Village of Orland Park
Department of Public Works
15655 Ravinia Avenue
Orland Park, IL. 60462

Attn: Edward Wilmes
Director of Public Works

RE: Orland Park Business Center, LLC
Site Deficiencies
Orland Park, Illinois 60467

JCM Proposal # 10-519

Dear Mr. Wilmes,

John Charles Midwest, Inc. is pleased to present to you our proposal to complete the remaining work and deficiencies at the Orland Park Business Center. Our proposal is based on the attached Exhibit "A" dated 08-19-10 pages 1 & 2. This Exhibit includes the Scope of the Work, Clarifications, Exclusions, and the Enumeration of the bidding materials used to complete this proposal. Also attached is Exhibit "B" which is our acceptance of the Village of Orland Park Insurance Requirements.

Contract Sum: The total cost to perform the work in accordance with the attachments is **\$321,783.00** (Three hundred twenty one thousand seven hundred eighty three and 00/100) This proposal is submitted as a Stipulated Sum with a guaranteed maximum of price of **\$321,783.00**.
321,783.00 - 8/15/10 9/16/10

Schedule: The proposed work shall be completed no later than 11-1-10 or earlier. (Upon acceptance of this proposal, a formal schedule will be submitted 3 business days following formal acceptance.)

Payment: Based on the Contractors Application and Certificate for Payment (AIA G702 and AIA G703), the Village shall pay John Charles Midwest, Inc direct (3) three progress payments for work performed to the satisfaction of the Village. John Charles Midwest, Inc. shall in turn pay all subcontractors and suppliers direct. All labor and material waivers for all Sub-Contractors and or Material Suppliers shall be submitted with each Application for Payment prior to the Village making Payment to John Charles Midwest, Inc..

~~Payments by the Village shall be made with in 10 calendar days from application. No retention value will be withheld from any Payment applications.~~ *10% retention will be held from payment applications. dmd 9/2/10*

Changes in the Work: Additional work or credit for work not required must be submitted in writing and approved in writing prior to adding or deleting any scope of work.

Protection of Persons and Property: John Charles Midwest shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract.

Correction of Work: John Charles Midwest, Inc shall promptly correct Work rejected by the Village at no additional cost to the Village. Prior to the completion of the Project, the Village will submit a final punch list for non conforming work.

John Charles Midwest, Inc. 11504 W. 183rd St. Orland Park, IL. Office: 708-479-8646 / Fax: 708-479-6976



Submittals: Submittals for mix designs for Concrete and Asphalt shall be submitted and approved prior to the Ordering and installation of said material.

Warranty: John Charles Midwest, Inc. warrants to the Village that materials and workmanship furnished under this Contract will be new and of good quality. The work will be free from defects not inherent in the in the quality required or permitted under the Contract Documents.

Codes: All work performed shall be in accordance with local and State codes having jurisdiction over the work.

Acceptance of this proposal in writing shall allow the project to commence.

On behalf of the entire project team, we sincerely appreciate the opportunity to work direct with your Department and look forward to completing the work to the satisfaction of the Village of Orland Park. Should you have any questions regarding any of the submitted material, please contact me at (708-426-3300)

Contract Manager

John Brncich
President
John Charles Midwest, Inc.

8/19/10
Date

Owner:

Authorized Agent
Village of Orland Park, IL

9/17/10
Date

ORLAND PARK BUSINESS CENTER - DEFICIENCY LIST
CONTRACT EXHIBIT "A"

08-19-10

C.S.I. DIV. NO.	GENERAL DESCRIPTION	QUANTITY	UNIT	UNIT COST	BUDGET
00-0000	GENERAL DIRECT JOB COST ITEMS				
00-0527	LEGAL FEES (ASSOCIATION STATUS DOCUMENTATION)	1.00	LOT	1,561.00	1,561
00-1150	STRUCTURAL ENGINEERING (RETAINING WALL REVIEW)	1.00	LOT	1,350.00	1,350
00-1230	CIVIL - RECORD DRAWING & MWRDRFI (MARTIN LOT 9&10)	1.00	LOT	2,000.00	2,000
01-1215	VARIOUS DIRECT JOB COST (SURVEY, SIGNAGE, DEBRIS REMVL)	1.00	LOT	5,700.00	5,700
	<u>P&P Bond</u>				
		1	LOT	6,827.-	6,827
02-0000	SITE WORK				
02-7505	ASPHALT PAVING (7" BAM)	630.00	SY	27.25	17,168
02-7505	ASPHALT PAVING (2" BINDER)	630.00	SY	7.75	4,883
02-7510	ASPHALT PAVING (PATCHING REMV & REPLACE 4")	450.00	SY	25.75	11,588
02-7510	ASPHALT PAVING (PATCHING REMV & REPLACE 9")	300.00	SY	48.50	14,550
02-7510	ASPHALT PAVING (SURFACE-NEW 1.5" W/CROWNS) & TACK COAT	1,330.00	TON	79.48	105,708
02-7510	ASPHALT PATCH @ PRIVATE DRIVE APPROACH(ALLOW)	120.00	SY	22.00	2,640
02-7510	ASPHALT PATCH @ SUB GRADE PREP	630.00	SY	1.50	945
02-7510	ASPHALT PATCH @ SUB AGGREGATE	630.00	SY	4.00	2,520
02-7510	ASPHALT- SEWER ADJUST, CUTTING	1.00	LOT	5,125.00	5,125
02-7510	ASPHALT- CRACK ROUTING, CLEAN & FILL AT CURBS	7,350.00	LF	0.75	5,513
02-7510	ASPHALT- SAW CUT AT MARTIN & ITT EAST GUTTER CURB	145.00	LF	2.66	386
02-7510	ASPHALT- PATCH REMV&REPL 4" @ MARTIN & ITT EAST GUTTER	34.00	SY	25.75	876
02-7705	CONCRETE -CURBS -M3.12 (NEW- 183RD PL ROAD EXTEND)	420.00	LF	18.15	7,623
02-7705	CONCRETE -CURBS (REMOVE & REPLACE)	1,305.00	LF	25.35	33,082
02-7751	CONCRETE - WALKS 5' REMV / REPLACE	405.00	SF	8.50	3,443
02-7751	CONCRETE - WALKS 5' NEW - SOUTH OF DETENTION (700.0')	3,500.00	SF	5.76	20,160
02-7751	CONCRETE - DETECTABLE WARNINGS @ 183rd PL & ST.	4.00	EA	300.00	1,200
02-7705	CONCRETE -CURBS - AGGREGATE MATERIAL ONLY	1.00	LOT	1,250.00	1,250
02-7715	CONCRETE -CURBS - SHOTCRETE	494.00	LF	26.50	13,091
02-8300	RETAINING WALL - INSTALL FILL /DIRT PER ENGINEERING DWG	1.00	LOT	4,162.00	4,162
02-9005	LANDSCAPE - RESTORATION AT CURBS AND WALKS	741.00	SY	4.25	3,149
02-9005	LANDSCAPE - RESTORATION AT DETENTION POND SW & WALL	1.00	LOT	1,459.00	1,459
02-9005	LANDSCAPE - RESTORATION AT MH # 19	1.00	LOT	190.00	190
02-9005	LANDSCAPE - WATER FOR SOD RESTORATION AND TREES	1.00	LOT	3,725.00	3,725
02-9005	LANDSCAPE -BACKFILL AT CURBS AND WALKS	1.00	LOT	1,904.00	1,904
02-9005	LANDSCAPE -NEW TREES SOUTH OF DETENTION POND	18.00	EA	200.00	3,600
16-5200	ELECT. - LT POLE (INCLUDING CONC., TRENCH, CONNECT)	1.00	EA	7,000.00	7,000
20-1000	TREE CONTINGENCY	1.00	LOT	13,185.00	13,185
	<u>SUB-TOTAL</u>			<u>6,358</u>	<u>6,358</u>
	CONSTRUCTION MGMT, OVERHEAD, GEN. CONDITIONS & FEE (7%)				300,733
	TOTAL COST OF PROJECT				21,051
					<u>321,784</u>

30-1000 BID DOCUMENTS - ENUMERATION OF DRAWINGS & SPECIFICATIONS

- VILLAGE OF ORLAND PARK PUBLIC WORKS & ENGINEERING DEPARTMENT MEMORANDUM DATED 05-26-10 (PGS 1-5)
- VILLAGE OF ORLAND PARK PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS FOR RESIDENTIAL STREET LIGHTING (PGS 1- 19) RECEIVED FROM KEVIN LEHMANN
- KDC DRAWING GEOMETRY 2 OF 12 (01-15-02) AND PROPOSED STREET LIGHT LOCATIONS (03-14-02)
- LLDG LANDSCAPE DRAWING LA-1 (06-26-01) - REFERENCE DRAWING
- FIELD MARKINGS UPDATED 07-08-10 FOR CURB REPAIR, CURB REPLACEMENT, AND BINDER REPLMT & CROWN ON 07-20-10
- LETTER DATED 06-17-10 ADDRESSED TO ITT TECHNICAL INSTITUTE REGARDING VALVE VAULT LEAKAGE (PGS 1-4)

ORLAND PARK BUSINESS CENTER - DEFICIENCY LIST
CONTRACT EXHIBIT "A"

08-19-10

31-0000 CLARIFICATIONS

- 1 THIS PROJECT IS TO BE PERFORMED WITH PREVAILING WAGES AS ESTABLISHED THE ILLINOIS DEPARTMENT OF LABOR FOR WILL COUNTY ILLINOIS.
- 2 THIS CONTRACT AGREEMENT IS A GUARANTEED MAXIMUM PRICE CONTRACT.
- ~~3 THIS PROJECT INCLUDES ALL APPLICABLE SALES TAX.~~ *and 9/2/10 9-15-10*
- 4 ALL WATER FOR CONSTRUCTION, SOD REPLACEMENT, AND 18 TREES HAS BEEN FIGURED VIA PUMP FROM THE DETENTION POND ON LOT 3 (NO PRIVATE OR PUBLIC SOURCES WILL BE REQUIRED FOR THIS PROJECT.)
- 5 DUE TO THE VOLATILITY OF THE PETROLEUM INDUSTRY, ESCALATION CHARGES FOR ASPHALT AND FUEL SURCHARGE PRICES ARE SUBJECT TO CHANGE AFTER 8/21/10
- 6 18 MISSING TREES SHALL BE INSTALLED ON THE SOUTH SIDE OF LOT 3 ONLY. (9 AUTOM BLAZE MAPLE AND 9 RED MAPLE. NOTE: NEW TREES TO BE PROVIDED WITH A 4' DIA. MULCH RING.
- 7 THE WEST ENTRY GUTTER CURB INTO ITT PARKING LOT IS INCLUDED AS REMOVE AND REPLACE

32-0000 EXCLUSIONS

- 1 WINTER CONDITIONS
- ~~2 PERFORMANCE & PAYMENT BONDS~~ *and 9/2/10 9-15-10*
- 3 PERMIT FEES
- 4 EASEMENTS
- 5 CIVIL - NPDES & SWPPP APPLICATIONS & FEES
- 6 CIVIL - STORM WATER MGMT. REPORT
- 7 CIVIL - TOPOGRAPHIC SURVEY AND PLATS OF SUB.
- 8 DESIGN - CIVIL ENGINEERING & LANDSCAPE
- 9 TESTING - WATER FLOW / CHLORINATION
- 10 TESTING - SOIL BORINGS & REPORT
- 11 ENVIRONMENTAL ENGINEERING
- 12 LANDSCAPE NOT ASSOCIATED WITH LISTED R.O.W. TREES AND CONCRETE RESTORATION WORK
- 13 LANDSCAPE - NEW OR REPLACEMENT TREES ON PRIVATE LOTS OTHER THAN LOT 3 DETENTION POND
- 14 LANDSCAPE - REMOVE & REPLACE EXISTING TREES
- 15 LANDSCAPE - RESTORATION DUE TO DREDGING OPERATION AT RETENTION LOT 3
- 16 TRAFFIC SIGNS & SIGNALS
- 17 RETAINING WALL REPAIR
- 18 FENCES & GATES
- 19 IRRIGATION SYSTEMS
- 20 PAVEMENT COATINGS / SEAL COATING / STRIPING
- 21 UNIT PAVERS
- 22 CONCRETE - APRONS / APPROACHES (NEW OR REPAIR)
- 23 ITT TECH - GROUND WATER DISCHARGE REMEDY & RESTORATION
- 24 SITE UTILITIES (WATER, SANITARY, STORM) INSTALLATION AND OR ADJUSTMENTS COMPLETED BY OTHERS.
- 25 EROSION & SEDIMENTATION CONTROL
- 26 DREDGING / SILT / VEGETATION REMOVAL AT DETENTION LOT 3
- 27 BACKFILL AND TOPSOIL ON VACANT LOTS 4, 5A, 6, & 12 ROW)
- 28 SITE CLEAR & REMOVAL OF DEBRIS FROM ROW ON PRIVATE LOTS 4, 5A, 6, AND 12

EXHIBIT "B"

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)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

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

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

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

ACCEPTED & AGREED THIS 26th DAY OF July, 2010

Signature

John C. Bencich - President
Printed Name & Title

Authorized to execute agreements for:

John Charles Midwest, Inc
Name of Company

BUSINESS ORGANIZATION:

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

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

X Corporation: State of Incorporation: ILLINOIS

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

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

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

John CHARLES MIDWEST, INC (Corporate Seal)
Business Name

[Signature] John C. BRNCICH
Signature Print or type name

PRESIDENT. 9-15-10
Title Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, John C. Bencich, being first duly sworn certify and say

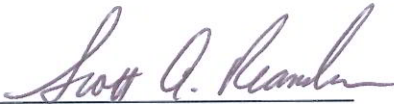
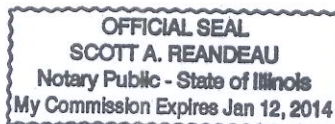
that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

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



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 15TH Day
of SEPTEMBER, 20 10.



Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

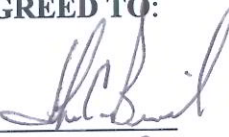
E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's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

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

ACKNOWLEDGED AND AGREED TO:

BY: John C. Braxton 

ATTEST: Scott Readeau 

DATE: 9-15-10

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

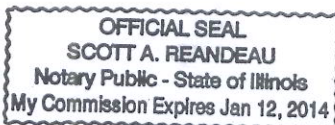
It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits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

Contractor:

By: _____

(Authorized Officer)

Subscribed and Sworn to
before me this 15TH day
of SEPTEMBER, 20 10



Scott A. Reandeau
Notary Public

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

John C. Bencich, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

John Charles Midwest, Inc., having submitted a proposal for:
(Name of Company)

ORLAND PARK BUSINESS CENTER - LETTER of CREDIT
(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 N/A is/are currently participating in a
(Name of employee/driver or "all employee drivers")

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: John C. Bencich
(Officer or Owner of Company named above)

Subscribed and sworn to Before me
this 15TH day of SEPTEMBER, 2010.

Scott A. Reandeau
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, JOHN C. BRNCICH, having been first duly sworn depose
and state as follows:

I, JOHN C. BRNCICH, am the duly authorized
agent for JOHN CHARLES MIDWEST, INC, which has
submitted a bid to the Village of Orland Park for
ORLAND PARK BUSINESS CENTER - LETTER of CREDIT and I hereby certify

(Name of Project)

that JOHN CHARLES MIDWEST, INC.

(Name of Company)

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

By: [Signature]

Title: PRESIDENT

Subscribed and Sworn to

Before me this 15TH

Day of SEPTEMBER, 20 10

[Signature]

Notary Public



REFERENCES

*ok no references
9/16/10*

(Please type)

ORGANIZATION _____ N/A.
ADDRESS _____
CITY, STATE, ZIP _____
PHONE NUMBER _____
CONTACT PERSON _____
DATE OF PROJECT _____

ORGANIZATION _____ N/A
ADDRESS _____
CITY, STATE, ZIP _____
PHONE NUMBER _____
CONTACT PERSON _____
DATE OF PROJECT _____

ORGANIZATION _____ N/A.
ADDRESS _____
CITY, STATE, ZIP _____
PHONE NUMBER _____
CONTACT PERSON _____
DATE OF PROJECT _____

Bidder's Name: _____

Signature & Date: _____



Columbian Agency

1005 Laraway Road
New Lenox, IL 60451
Phone : 815-485-4100 815-485-2936

John Charles Midwest Inc.
11504 W 183rd St. Unit SE
Orland Park, IL 60467

INVOICE # 112678		Page 1
ACCOUNT NO. JOHNC-3	OP BS	DATE 09/15/10
BOND		
POLICY # 5086439		
COMPANY Indiana Insurance		
PRODUCER ROBERT H. WALKER		
EFFECTIVE 09/15/10	EXPIRATION 09/15/11	

Tree Contingency Ride to Adjustment 13,185.00

Itm #	Eff Date	Trn	Description	Amount
461784	09/15/10	MEM	Village of Orland Park	\$ 6,827.00

Invoice Balance: \$ 6,827.00

Village of Orland Park - Orland Park Business Center
\$321,784.00

REMAINING TREE CONTINGENCY \$ 6,358.00



DATE	09-15-10
JOB #	10519
CSI #	01-0410
APPVD (JB)	<i>[Signature]</i>
APPVD (SR)	<i>[Signature]</i>
APPVD AMT. \$	\$ 6,827.-
CONTRACT / PO	(OK) (NEED) (N/R)
INS CERTIFICATE	(OK) (NEED) (N/R)
LIEN WAIVER	(OK) (NEED) (N/R)
CK #	

NOTICE OF AWARD 09-02-10 (Item No. 04)

4. Please submit Performance and Payment Bonds, dated September 2, 2010 in the amount of the contract sum. The Village authorizes JCM to reduce the amount of the Tree Contingency by the cost of the P&P Bonds.

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 and Endorsements and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. 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. I apologize for the confusion regarding this project and appreciate your patience.

Sincerely,
Denise Domalewski *[Signature]*
Contract Administrator



CERTIFICATE OF LIABILITY INSURANCE

OP ID A2

DATE (MM/DD/YYYY)

09/14/10

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

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

PRODUCER Columbian Agency www.columbianagency.com 1005 Laraway Road New Lenox IL 60451 Phone: 815-485-4100	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED John Charles Midwest Inc. 11504 W 183rd St. Unit SE Orland Park IL 60467	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: JOHNC-3	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Westfield Insurance Co	
	INSURER B: Travelers Indemnity	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CWP5285558	06/06/10	06/06/11	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			CWP5285558	06/06/10	06/06/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☒ HIRED AUTOS							\$
	☒ NON-OWNED AUTOS							\$
								\$
A	☒ UMBRELLA LIAB ☒ OCCUR			CWP5285558	06/06/10	06/06/11	EACH OCCURRENCE	\$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	☐ DEDUCTIBLE							\$
	☐ RETENTION \$							\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6KUB-0176N62-2-09	03/13/10	03/13/11	☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$ 500000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500000
							E.L. DISEASE - POLICY LIMIT	\$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
IT IS AGREED THAT THE VILLAGE OF ORLAND PARK AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS ARE LISTED AS ADDITIONAL INSURED PER FORM CG2010 07/04 ON THE ABOVE NAMED INSURED'S GENERAL LIABILITY POLICY AND ADDITIONAL INSURED ON THE AUTO POLICY FOR PROJECT: ORLAND PARK BUSINESS CENTER. WAIVER OF SUBROGATION APPLIES TO THE ADDITIONAL INSURED FOR GENERAL

CERTIFICATE HOLDER

CANCELLATION

VOFORLA

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

VILLAGE OF ORLAND PARK
14700 S RAVINIA AVE.
ORLAND PARK IL 60462

AUTHORIZED REPRESENTATIVE

Robert H. Walsh

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NOTEPAD:

HOLDER CODE VOFORLA
INSURED'S NAME John Charles Midwest Inc.

JOHNC-3
OP ID A2

PAGE 2
DATE 09/14/10

LIABILITY AND WORKERS COMPENSATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE *

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

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

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, Declarations or Change Endorsement but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person or Organization:

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

SECTION II - LIABILITY COVERAGE A. 1. Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of conduct of an "insured" and only to the extent of that liability for the auto shown in the schedule.

CA 70 67 03 05

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company ☐
American Family Mutual Insurance Company if selection box is not checked.
6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
John Charles Midwest Inc
18148 Lake Shore Dr
Orland Park, IL 60467-5225

Agent's Name, Address and Phone Number (Agt./Dist.)
Brian Kobel (708) 802-7373
17732 South Oak Park Avenue
Suite L
Tinley Park, IL 60477 (077/808)

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 listed below.

COVERAGES

This is to certify that 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory *****
				Each Accident \$,000
				Disease - Each Employee \$,000
				Disease - Policy Limit \$,000
☐ General Liability ☐ Commercial General Liability (occurrence) ☐ ☐				General Aggregate \$,000
				Products - Completed Operations Aggregate \$,000
				Personal and Advertising Injury \$,000
				Each Occurrence \$,000
				Damage to Premises Rented to You \$,000
				Medical Expense (Any One Person) \$,000
Businessowners Liability				Each Occurrence†† \$,000
				Aggregate†† \$,000
Liquor Liability				Common Cause Limit \$,000
				Aggregate Limit \$,000
Automobile Liability ☐ Any Auto ☐ All Owned Autos ☒ Scheduled Autos ☐ Hired Auto ☐ Nonowned Autos ☐	12-XJ9450-01-00	11/8/2009	11/8/2010	Bodily Injury - Each Person \$ 1,000 ,000
				Bodily Injury - Each Accident \$ 1,000 ,000
				Property Damage \$ 1,000 ,000
				Bodily Injury and Property Damage Combined \$ 2,000 ,000
Excess Liability ☐ Commercial Blanket Excess ☐				Each Occurrence/Aggregate \$,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

THE VILLAGE OF ORLAND PARK AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES
AND AGENTS AS ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS

† The individual or partners shown as insured ☐ Have ☐ Have not
elected to be covered as employees under this policy.

†† Products-Completed Operations aggregate is equal to each
occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS

• VILLAGE OF ORLAND PARK
14700 S RAVIN AVE
ORLAND PARK, IL 60462

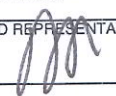
CANCELLATION

☒ Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail * (30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.
☐ This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED

9/13/2010

AUTHORIZED REPRESENTATIVE



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

Bond #
5086439

CONTRACTOR:

(Name, legal status and address)

John Charles Midwest, Inc.

11504 W 183rd Street

Orland Park, IL 60467

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

9450 Seward Road

Fairfield, OH 45014

OWNER:

(Name, legal status and address)

Village of Orland Park

14700 S Ravinia Avenue

Orland Park, IL 60462

CONSTRUCTION CONTRACT

Date: September 2, 2010

Amount: \$ 321,784.00

Description:

(Name and location)

Orland Park Business Center

Mailing Address for Notices

The Ohio Casualty Insurance Company modification

Attention: Surety Claims Department

1001 4th Avenue, Suite 1700

Seattle, WA 98154

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

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

BOND

Date: September 15, 2010

(Not earlier than Construction Contract Date)

Amount: \$ 321,784.00

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

John Charles Midwest, Inc.

Signature:

Name
and Title: John C. Brueich
PRESIDENT

SURETY

Company: (Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

Name
and Title: Robert H. Walker
Robert H. Walker, Attorney-in-fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

COLUMBIAN AGENCY INC

1005 Laraway Road

New Lenox, IL 60451

815-485-4100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*
John Charles Midwest, Inc.

Signature: _____
Name and Title: _____
Address _____

SURETY

Company: _____ *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: _____
Name and Title: Robert H. Walker, Attorney-in-fact
Address _____

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

Bond #
5086439

CONTRACTOR:

(Name, legal status and address)

John Charles Midwest, Inc.

11504 W 183rd Street

Orland Park, IL 60467

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

9450 Seward Road

Fairfield, OH 45014

OWNER:

(Name, legal status and address)

Village of Orland Park

14700 S Ravinia Avenue

Orland Park, IL 60462

Mailing Address for Notices

The Ohio Casualty Insurance Company

Attention: Surety Claims Department

1001 4th Avenue, Suite 1700

Seattle, WA 98154

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

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

CONSTRUCTION CONTRACT

Date: September 2, 2010

Amount: \$ 321,784.00

Description:

(Name and location)

Orland Park Business Center

BOND

Date: September 15, 2010

(Not earlier than Construction Contract Date)

Amount: \$ 321,784.00

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

John Charles Midwest, Inc.

Signature:

Name
and Title: **John C. BRNCICH**
PRESIDENT

SURETY

Company: (Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

Name
and Title: **Robert H. Walker**
Robert H. Walker, Attorney-in-fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

COLUMBIAN AGENCY INC

1005 Laraway Road

New Lenox, IL 60451

815-485-4100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
John Charles Midwest, Inc. *(Corporate Seal)*

SURETY

Company: _____
The Ohio Casualty Insurance Company

(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: Robert H. Walker, Attorney-in-fact
Address _____

STATE OF Illinois
COUNTY OF Will ss.:

On this 15th day of September 2010, before me personally appeared Robert H. Walker, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation described in and which executed the annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

"OFFICIAL SEAL"

MARCIA MAXWELL
Notary Public, State of Illinois
My Commission Expires 03/29/2013

BOND-3768-A

Marcia Maxwell
(Notary Public in and for the above County and State)
My commission expires 03/29/2013

Principal: John Charles Midwest, Inc.

POWER OF ATTORNEY

POA Number: 41-232

THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

Obligee: Village of Orland Park

Bond Number: 5086439

Know All Men by These Presents: THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company do hereby nominate, constitute and appoint: Suellen Bottomley, Robert H. Walker, R. L. McWethy, Gary A. Eaton, Rob W. Kegley, Jr., Sherry Bacskai or Brandie Catlin of New Lenox, Illinois its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **THREE MILLION (\$3,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 17th day of June, 2008



Sam Lawrence
Sam Lawrence Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 17th day of June, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl E. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, American Fire and Casualty Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 15th day of September 2010



Mark E. Schmidt
Mark E. Schmidt Assistant Secretary



John Charles Midwest Inc.
General Contractor * Design Build * Construction Management

Safety Compliance Policy

John Charles Midwest, Inc. is committed to the safety and welfare of everyone at our project sites. John Charles Midwest, Inc.'s goal is to provide a safe, healthy place of employment for every employee and to abide by regulations set forth by federal, state and local governments.

Accident prevention is essential in maintaining efficient and safe project sites. Our stated safety rules must be positively observed at all times by every John Charles Midwest, Inc. employee and subcontractor. Although safety rules are very important, and since it is not possible to publish all of the necessary rules covering the total aspects of project site safety, an inadvertent omission covering a specific hazardous condition will not be an excuse to disregard common sense in the safe performance of site operations.

Safety and accident prevention is the responsibility of each John Charles Midwest, Inc. employee and subcontractor, as well as their employees. All are required to follow the company's rules and to perform their work in safe manner. Our standards demand that each supervisor and foreman be responsible for implementing the John Charles Midwest, Inc. safety program and to train employees in safe work practices and procedures. The John Charles Midwest, Inc. project superintendent has the ultimate responsibility for safety and accident prevention at each project site.

John Charles Midwest, Inc. will continually strive to maintain a perfect record of zero accidents and injuries. John Charles Midwest, Inc. employees, subcontractors and their employees are required to cooperate fully with company safety policies. Your assistance and your adherence to accident prevention benefits all parties concerned.

John C. Brncich

A handwritten signature in black ink, appearing to read "John C. Brncich", written over a horizontal line.

President - John Charles Midwest, Inc.

Date: November 1, 2006



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GENERAL SAFETY RULES AND PROCEDURES

John Charles Midwest, Inc., Inc. is committed to safety and has established this Safety Policy with rules and programs. We will provide supervision with the backing, training to implement these rules and programs.

The safety rules and procedures are developed to assist in achieving job safety, and our ultimate goal is having no employee accidents. Some of the rules are OSHA requirements. For these reasons, every employee is expected to abide by the safety rules and procedures at all times, failure to do so will result in strict disciplinary action being taken.

1. Employees shall report any equipment or condition considered to be unsafe, as well as what they consider to be unsafe work practices. This type of information shall be immediately reported to the Project Superintendent.
2. Be courteous. Avoid distracting others as distractions may cause or contribute to accidents. Do not engage in horseplay on the job.
3. When lifting, bend your knees, grasp the load firmly, and then raise the load with your legs, keeping the back as straight as possible. Don't twist body with a load, move your feet, get help for heavy loads.
4. When in doubt about the safety of a situation that is out of the norm, contact the Superintendent to find the proper procedure.
5. Keep your mind on your work at all times. No horseplay on the job. Injury or termination, or both, can be the result.
6. Personal safety equipment must be worn as prescribed for each job, such as; safety glasses for eye protection, Hard hats are required to be worn at all times, and safety shoes are highly recommended for protection against foot injuries.
7. Long pants and sleeved shirts are required to prevent sunburn and to protect against acid burns, steam burns, weld splatter, and cuts. Minimum clothing for the upper body is a T-shirt.
8. If any part of your body should come in contact with an acid or caustic substance, rush to the nearest water available and flush over the affected part. Secure medical aid immediately.
9. Watch where you are walking. Don't run.
10. The use of illegal drugs or alcohol or being under the influence of same on the project shall be cause for termination. If strong prescription drugs are given to you that warn against driving or using machinery, the John Charles Midwest, Inc. Superintendent must be advised about them.
11. Do not distract the attention of fellow workers. To do so may cause injury.
12. Sanitation facilities have been or will be provided for your use. Defacing or damaging these facilities is forbidden.
13. A good job is a clean job and a clean job is a safe one. So keep your working area free from rubbish and debris.
14. Do not use a compressor to blow dust or dirt from your clothes, hair, face or hands.
15. Never work aloft if you are afraid to do so, are subject to dizzy spells, or if you are apt to be nervous or sick.

16. Never move an injured person unless it is absolutely necessary. Further injury may result. Call 911 and keep the injured as comfortable as possible and utilize job site first-aid facilities until paramedic's arrive.
17. Know where firefighting equipment is located and learn how to use it.
18. Learn to lift correctly - with the legs, not the back. If the load is too heavy, get help, 20% of all construction-related injuries result from lifting materials.
19. Riding on loads, fenders, running boards, sideboards, and gates or with your legs dangling over the ends or sides of trucks or equipment is prohibited.
20. Do not use power tools and equipment until you have been properly instructed in safe work methods and become authorized to use them.
21. Be sure that all guards are in place. Do not remove, displace, damage, or destroy any safety device or safeguard furnished or provided for use on the job, nor interfere with the use thereof.
22. Do not enter an area which has been roped off or barricaded.
23. If you must work around excavation equipment, cranes, trucks, and dozers make sure operators can always see you.
24. Never oil, lubricate, or fuel equipment while it is running or in motion.
25. Rope off or barricade danger areas.
26. Keep away from the edge of cuts, embankments, trenches, holes and/or pits.
27. Trenches over 3 ft. in depth must be shored or sloped as required. Keep out of trenches or cuts that have not been properly sloped or shored. Excavated or other material shall not be stores nearer than 3 feet from the edge of any excavation.
28. Use the "four and one" rule when using a ladder. One foot of base for every four feet of height.
29. Always secure the bottom of the ladder with cleats and/or safety feet. Lash off the top of the ladder to avoid shifting.
30. Ladders must extend three feet above a landing for proper use.
31. Defective ladders must be properly tagged and removed from service immediately.
32. Keep ladder bases free of debris, hoses, wires, materials, etc.
33. Build scaffolds according to manufacturers' recommendations and OSHA standards.
34. Scaffold planks must be cleated or secured to prevent them from sliding.
35. Use only extension cords of the three-prong type. Check the electrical grounding system regularly.
36. The use of fall protection when working from unprotected high places as per OSHA standards is mandatory. Always keep your line as tight as possible.
37. Never throw anything "overboard". Someone passing below may be seriously injured.
38. Open fires are prohibited.
39. Know what emergency procedures have been established for your job site. (Location of Emergency Phone, First Aid Kit, Fire Extinguisher Locations. Evacuation Plan, etc.)

Compliance with Safety Rules and Regulations under the Occupational Safety and Health Act (most recent edition) is mandatory. The General Rules and Procedures information contained herein are only some of the more common safety concerns and in no way relieves employees or subcontractors of their lawful or contractual responsibilities and obligations for safety.

ASSIGNMENT OF RESPONSIBILITIES

SAFETY COORDINATOR

The Safety Coordinator is Responsible for implementation and monitoring the safety program as follows:

- Review and maintain copies of all applicable Federal, State, and local safety and health regulations.
- Implementing and monitoring safety training programs and providing safety materials.
- Assists Project Managers and Superintendents in accident investigation and recommends controls to prevent a reoccurrence.
- Assures proper notification to the agencies having jurisdiction in the event of an accident.

PROJECT SUPERINTENDENT / SUPERVISORS / FORMEN

Project Superintendent / Supervisors / Foremen are responsible for:

- Safety of their employees and oversee the compliance of this program and applicable state, federal, and local regulations.
- Prompt medical attention in case of an injury and to provide a thorough written investigative report within 24 hours of injury to John Charles Midwest, Inc., Inc.
- Provide recommendations to prevent a reoccurrence.

EMPLOYEES / WORKERS

Employees / Workers at any John Charles Midwest, Inc., Inc. project are responsible for:

- Learning and abiding by all rules and regulations as posted / required by John Charles Midwest, Inc., Inc. and OSHA that are applicable to their assigned tasks.
- Reporting all accidents and near-misses to the John Charles Midwest, Inc., Inc. Project Superintendent immediately.
- Performing their functions in the safest possible manner and encourage co-workers to do likewise.

VEHICLE AND DRIVER SAFETY

- Employees that drive any vehicle onto any John Charles Midwest, Inc., Inc. project site must possess a current, valid driver's license.
- When driving a company vehicle or their personal vehicle on company business, all traffic laws must be obeyed and the driver and any passengers must wear a seat belt at all times.
- All employee's / workers are to promote safe driving practices at all times, the maximum speed limit on John Charles Midwest, Inc. Inc. project sites is 15 MPH.

ORIENTATION & TRAINING

When a new employee is hired, a written copy of the Safety Compliance Policy will be reviewed and issued to the employee. Orientation training of the new employee will be done by the Safety Coordinator and the Project Superintendent to cover any project specific safety items such areas as: company safety rules and procedures, emergency procedures including fire extinguisher use, personal protective equipment that is required on the project, what the company expects from the employee, and our Hazard Communication Program.

Additional training for employees will be completed at any time that new materials used in the operations offer any new exposure potential.

ACCIDENT REPORTING AND DISCUSSIONS

John Charles Midwest, Inc., Inc. employees and Subcontractors employees must report any accident or injury, regardless of how minor, to the John Charles Midwest, Inc., Inc. Project Superintendent. All inquiries concerning incident/accident/injury/property damage shall be referred to the Project Superintendent. Employees will make no comments, provide no details, or express any opinion as to the cause of the incident, who was at fault, responsibility for, or any intent of the company regarding the incident. The Project Superintendent will investigate any personal injury accident, property damage claim or vehicle accident associated with a John Charles Midwest, Inc., Inc. project and will complete an Accident Investigation Report. The purpose of this investigation is to assist in preventing this type of mishap in the future. The employee will cooperate fully with the Project Superintendent in this investigation.

ACCIDENT INVESTIGATION

Every personal injury accident or illness, property damage, and vehicle accident will be investigated by the Project Superintendent or the Project Manager. The investigation will be recorded on the Accident Investigation Report. Every report will be reviewed by the Safety Coordinator. Personal injury or illness will be recorded on the OSHA Log 300, as required. The completed Accident Investigation Reports will be reviewed at Executive Safety Meetings.

PERSONAL PROTECTIVE EQUIPMENT

- Hard Hats –All employees are required to wear a hard hat on every job site at all times.
- Eye Protection - All employees are required to wear safety glasses (with side-shields), and safety goggles on the job site in accordance with OSHA standards.
- Fall Protection – All employees exposed to falls over 6ft are required to be trained on and use proper fall protection (see 1926.750 for details/exceptions).
- Hand Protection - All employees involved in operations exposing hands to cuts, chemicals, burns, etc. are required to wear gloves that will provide adequate protection.
- Rubber Boots - Employees involved in operations exposing the feet/legs to such hazards as concrete burns during placing uncured concrete or other similar operations are required to wear rubber that will provide adequate protection.
- Other - Specific jobs may cause the need for other personal protective equipment. When this occurs, the employee will be provided the necessary equipment and is required to utilize this equipment. It is the responsibility of both the Employee and the Project Superintendent to see that equipment is used properly and is in good condition.

SAFETY MEETINGS AND TRAINING

John Charles Midwest, Inc. will provide orientation and training for all new employees. This training will include: review of the company safety rules and procedures, required personal protective equipment, emergency procedures and our Hazard Communication Program. Employees will be provided with a copy of the most current Company Safety Policy Rules and Procedures and the Hazard Communication Program.

John Charles Midwest, Inc. requires weekly Safety Meetings (Tool Box Talks) For John Charles Midwest, Inc. employees the Project Superintendent will conduct an on-the-job safety meeting in the morning of the first work day of every work week. The Project Superintendent will record the meeting as to the topics discussed, date, and attendance by obtaining employee signatures. The original should be sent to the main office with a copy retained with the job documents. All employees are expected to attend and participate in the weekly job safety meetings.

Subcontractors that have employees on John Charles Midwest, Inc. projects for more than five consecutive days are also required to hold weekly meetings, and must provide copies of the documentation and attendance records from these meetings to John Charles Midwest, Inc. on the same day that the meeting is held.

Safety Meetings should last no longer than fifteen minutes. Topics for the meetings should be relevant to the current operations at the project site, and may include: near misses and what needs to be done to prevent accidents from reoccurring, review of safety rules, proper use and care of personal protective equipment, input from employees on how job safety can be improved, ladder use, fire extinguishers, and other appropriate topics.

Management will plan and arrange for Executive Safety Meetings to be held quarterly. Management and all supervisors will attend and participate in this meeting to review jobsite accidents, near misses, required training, unsafe conditions/acts noted on safety inspections, etc.

PROJECT SAFETY INSPECTIONS

The Project Superintendent will complete a written safety inspection audit at the start of each new job and on the first Monday of the month thereafter. The Safety Inspection audits will include but are not to be limited to include; proper tools on the job site to do the job safely, any unusual hazards, stumbling hazards or fall exposures, any overhead objects that could fall, any special personal protective equipment needed or special procedures due to job conditions, verification of proper GFCI operation, locations of fire extinguishers and first-aid supplies, and other items that may be necessary for safety at the project. Project Superintendents are required to turn in completed Safety Inspection Audit forms to the John Charles Midwest, Inc. main office no later than the second Monday of each month. The results of each Safety Inspection Audit will be reviewed at Executive Safety Meetings and recorded into the project file by management.

SUBSTANCE ABUSE POLICY

Our policy is to employ a work force free from alcohol abuse or the use of illegal drugs. Any employee who violates this policy will be disciplined. This may include termination, even for a first offense.

We strive to provide a safe and healthy work environment, free from the use of illegal drugs and abuse of alcohol and set forth but not limited to the following rules:

Employees directly employed by John Charles Midwest, Inc. or indirectly employed (subcontractors employees, etc.) may not consume alcoholic beverages or take illegal drugs on our premises.

All employees are prohibited from using alcoholic beverages during work hours, and may not report to work under the influence of drugs or alcohol at any time. Nor may any employee use or possess alcohol on Company property or at project sites in any manner, or bring alcohol onto the Company's property or project sites for the purpose of such use.

Legal drugs include prescribed and over-the-counter drugs which have been legally obtained and used for the purpose for which they were intended. Illegal drugs include any drug which is not legally obtainable, which may be obtainable but has not been legally obtained or, which is being used in a manner or for a purpose, other than as prescribed.

DISCIPLINARY ACTION

John Charles Midwest, Inc. Employees, Subcontractors and their employees are expected to use good judgment when doing their work and to follow OSHA standards and established safety rules. We have implemented disciplinary action policy to provide appropriate consequences for failure to follow company rules. This policy is designed not so much to punish as to bring unacceptable behavior to the employee's attention in a way that the employee will be motivated to make corrections. The following consequences apply to the violation of the same similar rule or the same/similar unacceptable behavior:

First Instance: Verbal warning to employee, notation in employee file, or written notification to Subcontractor regarding the violation.

Second Instance: Written reprimand regarding the violation issued to the employee and/or Subcontractor.

Third Instance: Termination of employment or removal of Subcontractor's employee from all John Charles Midwest, Inc. Inc's Projects for a minimum of one year.

An employee may be subject to immediate termination when a safety violation places an employee or others at risk of permanent disability or death.

Thank you, to all employees to strive for a safe workplace.



WRITTEN HAZARD COMMUNICATION PROGRAM

November 1, 2006

Introduction

John Charles Midwest, Inc., Inc. follows, and requires all Subcontractors to follow the federal OSHA Hazard Communication Standard 29 CFR (Code of Federal Regulation) 1910.1200. The goal of the Hazard Communication Standard is to reduce the occurrence of workplace illnesses and injuries caused by hazardous chemicals. The standard is designed to achieve this goal by providing information and training for employees who work with hazardous chemicals. All employers / Subcontractors subject to the standard must have a written hazard communication program. Subcontractors written hazard communication program must meet the most current OSHA Standards, be project specific, and be submitted to John Charles Midwest, Inc., Inc. prior to the start of any work at the project site. This program must be available for review by all employees upon request.

Hazard Determination

John Charles Midwest, Inc., Inc. will rely on material safety data sheets obtained from Subcontractors and product suppliers to meet hazard determination requirements.

Labeling

- A. The Project Superintendent and Subcontractors will work together and be responsible for seeing that all containers entering project sites are properly labeled.
- B. All labels shall be checked for:
 - Identity of the material.
 - Appropriate hazard warning for the material.
 - Name and address of the responsible party. (Only if the container is received from the manufacturer, distributor, or importer.)
- C. Each Subcontractor shall be responsible for ensuring that all portable containers brought to a project site and/or used in their work area are labeled with the appropriate identity and hazard warning copies of MSDS are to be provided to the project Superintendent prior to the delivery of any material requiring MSDS.

Material Safety Data Sheets (MSDS)

- A. The Project Superintendent will be responsible for compiling and maintaining the master MSDS file. The file will be kept in/at the Superintendents Field Office.
- B. Additional copies of MSDS for employee use are available from the Superintendents Field Office.
- C. MSDS will be available for review to all employees upon request.

If a required MSDS is not received, the Project Superintendent shall contact the responsible Subcontractor, or Supplier, in writing, to request the MSDS. If an MSDS is not received after two such requests, the Project Superintendent shall request the Project Manager for assistance in obtaining the MSDS by contacting the responsible Subcontractor or Supplier as well as taking any necessary action deemed necessary to procure MSDS within 24 hours.

Employee Information and Training

- A. John Charles Midwest, Inc.'s Office Manager shall coordinate and maintain records of employee hazard communication training, including attendance rosters.
- B. Before their initial work assignment, each new employee will be provided hazard communication training. The training will provide the following information:

Information:

- 1. The requirements of the John Charles Midwest, Inc., Inc. Hazard Communication Standard
- 2. All operations in their work area where hazardous chemicals are present
- 3. Location and availability of the written hazard communication program, the list of hazardous chemicals, and the MSDS

Training:

- 1. Methods and observations that can be used to detect the presence or release of hazardous chemicals in the work area.
 - 2. Physical and health hazards of the hazardous chemicals.
 - 3. Measures the employees should take to protect from these hazards.
 - 4. Details of the hazard communication program--including explanation of labeling system and MSDS and how employees can obtain and use hazard information
- C. The employee shall be informed that any employer is prohibited from discharging, or discriminating against, an employee who exercises his/her rights to obtain information regarding hazardous chemicals used in the workplace.
 - D. Before any new physical or health hazard is introduced into the workplace, each employee who may be exposed to the substance will be given information in the same manner as during the hazard communication training class.

Multi-Employer Worksites – Required Information procedures

A. If John Charles Midwest, Inc., Inc. or any Subcontractor working at a John Charles Midwest, Inc., Inc. project site exposes any employee of another employer / subcontractor to any hazardous chemicals in use or stored at the project site, the following information will be supplied immediately to/by John Charles Midwest, Inc., Inc.'s Project Superintendent:

1. Identification of the hazardous chemicals.
2. Safety measures the employees can take to control or eliminate exposure to the hazardous chemicals.
3. The container and product labeling system used on-site.

B. Periodically, employees may potentially be exposed to hazardous chemicals brought on our site by another employer. When this occurs we will obtain from that subcontractor, information pertaining to the types of chemicals brought on-site, and measures that should be taken to control or eliminate exposure to the chemicals.

It is the responsibility of Project Superintendent and the responsible Subcontractor to ensure that such information is provided and/or obtained prior to any services or work being performed by the responsible Subcontractor.

C. John Charles Midwest, Inc., Inc. is to be advised prior to any work being performed by any subcontractor or lower tier subcontractor involving hazardous chemicals.

LIST OF HAZARDOUS CHEMICALS

A list of all hazardous chemicals used by John Charles Midwest, Inc., Inc. is attached to this document. Further information regarding any of these chemicals can be obtained by reviewing its respective MSDS.

Materials which can be purchased by the ordinary household consumer, and which are used in the same fashion and amount as by the ordinary household consumer, are not required to be included in this list.

DEFINITION OF COMMONLY USED MSDS TERMS

A large number of abbreviations and acronyms appear on an MSDS. Some of these which are commonly used include the following:

CAS# (Chemical Abstract Service Number) a number that uniquely identifies each constituent and is used for computer-related searching

EXPOSURE LIMITS IN AIR:

ACGIH (American Conference of Governmental Industrial Hygienists) a professional association which establishes exposure limits

TLV (Threshold Limit Value) an airborne concentration of a substance which represents conditions under which it is generally believed that nearly all workers may be repeatedly exposed without adverse effect. The duration of exposure must be considered, including the 8-hour Time Weighted Average (TWA), the

15-minute Short Term Exposure Limit and the instantaneous Ceiling Level.

OSHA (U.S. Occupational Safety and Health Administration)

PEL (Permissible Exposure Limit) an exposure value that means exactly the same as a TLV, except that it is enforceable by OSHA

IDLH (Immediately Dangerous to Life and Health) a concentration level from which one can escape within 30-minutes without suffering escape-preventing or permanent injury.

DFG-MAK the Republic of Germany's Maximum Exposure Level, similar to the U.S. PEL

NIOSH (National Institute of Occupational Safety and Health) the research arm of OSHA which issues REL's

REL (Recommended Exposure Levels) exposure guidelines set by NIOSH

FLAMMABILITY LIMITS IN AIR:

NFPA (National Fire Protection Association) the agency that establishes much of the information related to fire and explosion

LEL the lowest percent of vapor in air, by volume, that will explode or ignite in the presence of an ignition source.

UEL the highest percent of vapor in air, by volume, that will explode or ignite in the presence of an ignition source.

TOXICOLOGICAL INFORMATION

Possible health hazards as derived from human data, animal studies, or from the results of studies with similar compounds are presented.

LD50

(Lethal Dose of solids or liquids which kills 50% of the exposed animals)

LC50

(Lethal Concentration of gases which kills 50% of the exposed animals)

PPM (parts per million) a concentration expression of parts of material per million parts of air or water

mg/m³ a concentration expressed in weight of substance per volume of air

mg/Kg a quantity of material, by weight, administered to a test subject, based on their body weight in kg

Data from several sources are used to evaluate the cancer-causing potential of the material. The sources are:

IARC (The International Agency for Research on Cancer)

NTP (The National Toxicology Program)

RTECS (The Registry of Toxic Effects of Chemical Substances) IARC and NTP rate chemicals on a scale of decreasing potential to cause human cancer with rankings from 1 to 4. Sub-rankings (2A, 2B, etc.) are also used.

ECOLOGICAL INFORMATION

BOD5 the amount of dissolved oxygen consumed in five days by biological processes breaking down organic matter

COD (Chemical Oxygen Demand) a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water

REGULATORY INFORMATION

This section explains the impact of various laws and regulations on the material.

EPA (U.S. Environmental Protection Agency)

WHMIS (Canadian Workplace Hazard Information System)

DOT (U.S. Department of Transportation) an agency that, among other things, determines hazard classifications for land, water, and air transport

CTC (Canadian Transportation Commission)

SARA (Superfund Amendments and Reauthorization Act)

TSCA (Toxic Substance Control Act)

CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act)

HAZARDOUS MATERIALS / CHEMICAL LIST

(ATTACH HAZARD MATERIALS / CHEMICAL LIST, BEHIND THIS COVER PAGE AND MAINTAIN AT THE JOB SITE AT ALL TIMES)

MATERIAL SAFETY DATA SHEETS

(ATTACH ALL MSDS, IN ALPHABETICAL ORDER, BEHIND THIS COVER PAGE AND MAINTAIN AT THE JOB SITE AT ALL TIMES)

New Employee Safety Program Orientation and Training Checklist

Employee Name: _____ Employment Start Date: _____

Position: _____ Supervisor: _____

As part of John Charles Midwest, Inc.'s effort to increase awareness of safety, health and environmental issues, your supervisor or other John Charles Midwest, Inc. representative will discuss as many of the following issues as may be applicable.

	Employee has been informed of the following items: Yes / No (check box)	Yes	No	Notes
1	All injuries must be reported to your supervisor immediately.			
2	An emergency must be reported as soon as it is identified. CALL 911 to preserve life or property.			
3	Location of Fire Extinguishers and First Aid Kits.			
4	Employee must report unsafe conditions or unsafe acts to their supervisor.			
5	Employee understands that Hard Hats are to be worn at all times when on the job.			
6	Availability of the written safety program.			Copy provided
7	The location of the written Hazard Communication Program.			Copy provided
8	Explanation of Material Safety Data Sheets (MSDS).			
9	Location and availability of Material Safety Data Sheets (MSDS).			Copies on file In main office.
10	Location and availability of hazardous substances list(s).			Copies on file In main office
11	Explanation of Hazard Communication Program labeling systems.			
12	Explanation of appropriate work practices?			
13	Explanation of Emergency procedures.			
14	Whenever a hazard exists employee is required to use proper personal protective equipment (PPE), including but not limited to; hard hats, safety glasses, goggles, gloves, respirators, etc.			
15	Employee is responsible for proper care and storage of PPE, as directed by his supervisor.			
16	Employee must use proper lifting procedures (using legs and keeping back straight) and must be aware of proper workstation ergonomics.			
17	Employee must understand that working alone with power tools is not allowed, and whenever possible to avoid working alone especially on off-hours (i.e. evenings, weekends, holidays).			
18	Understanding of the dangers of confined spaces, and that employees are not allowed to enter a confined space (including excavations greater than 5 feet deep) without confined space training and protective equipment.			
19	Operation of Forklifts, skid steers, or other powered industrial equipment without proper training is not allowed.			
20	Blood borne pathogens are not, however transmitted through casual contact, such as shaking hands or sharing office space and equipment! Whenever blood or body fluid is present, you should abide by universal precautions, treating all such substances as infected. Employees discovering spilled blood or body fluids should not attempt to clean up the spill but should notify their supervisor.			

	Employee has been trained in the following: Yes / No / NA (check box)	Yes	No	Notes
1	General first aid or American Red Cross First Aid / CPR training			
2	Training and orientation for Personal Protective Equipment (PPE) use?			
3	Confined Space Hazard Awareness Training.			
4	Silica Hazard Awareness Training.			
5	Respirator Protection Training.			
6	Forklift or other powered industrial equipment.			
7	Hazardous Materials / Communication Training			
8	Fall Arrest Systems Training.			
9	Competent Person Training.			
10	O.S.H.A. ten hour class.			
11	O.S.H.A. thirty hour class.			
12	First Aid Training.			
13	CPR Training.			
14	Blood borne pathogens exposure control / clean up procedures training.			
15	Other (explain)			

ACKNOWLEDGEMENT

I have had the opportunity to ask my supervisor questions concerning my safety in the workplace and all of the above topics have been explained to my satisfaction.

Employee Signature: _____, Date: _____

Supervisor's Signature: _____, Date: _____

HAZARD COMMUNICATION INFORMATION AND TRAINING

Employees shall receive information and training on hazardous chemicals in their work area, and whenever a new physical or health hazard the employees have not previously been trained about is introduced into their work area. General training may be provided in the form of individual instruction, group seminars, audiovisual presentations, handout material, or any combination of the above. This general training program shall provide an introduction to the following:

- The requirements of the standard;
- Any operations in their work area where hazardous chemicals are present;
- The location and availability of the written Hazard Communication Program;
- The details of the Hazard Communication Program including an explanation of the labeling system and the material safety data sheet and how employees can obtain and use the appropriate hazard information;
- Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- The physical and health hazards of the chemicals in the work area; and
- The measures employees can take to protect themselves from these hazards, including work practice controls, emergency procedures and personal protective equipment.

Project specific training shall be conducted upon employment, and whenever a new hazard (e.g., new class of chemical hazards, a change in assignment or a new process which may be hazardous) is introduced into an employee's work area. Project specific hazard communication training shall include information on:

- Specific chemical hazard classes found in the work area;
- Location of the Hazard Communication Program for the project;
- Specific location and availability of the Project's Material Safety Data Sheets (MSDS);
- A review of what a MSDS is and how to read the MSDS (i.e. what each section contains and where to look for specific information), where the MSDS are kept for each project, and how to obtain copies of MSDS as required;
- The HMIS labeling system to ensure that all containers of hazardous chemicals are labeled with the product name and/or chemical name(s) and hazard warnings;
- Available personal protective equipment and appropriate emergency procedures for chemicals found within the work area as outlined by the Material Safety Data Sheets; and the location and availability of appropriate chemical labels.

Chemical Inventory List

Superintendents / Supervisors shall compile a project chemical list that contains the following information for each hazardous chemical normally present at each project or workplace.

- a. The identify of the chemical as specified on the container label or MSDS for that chemical;
- b. The location where the chemical is stored; and
- c. The quantity of the chemical generally kept at the location.

Supervisors shall update the project chemical lists as necessary. Each project chemical list shall be dated and signed by the person responsible for compiling the information.

Project chemical lists will be prepared for each project or workplace and must be readily available to employees. All employees shall be made aware of the project chemical list before working with or in a work area containing hazardous chemicals.

Material Safety Data Sheets

Material safety data sheets are the primary data source intended to outline the special precautions and controls necessary for handling specific hazardous chemicals. John Charles Midwest, Inc. shall rely on Material Safety Data Sheet information provided by the chemical manufacturer in determining chemical hazards.

Material Safety Data Sheets are typically provided by the chemical manufacturer or chemical supplier and usually divided into several different sections, approximately 8 to 10 sections. The different sections of an MSDS may vary slightly from manufacturer to manufacturer (e.g., section titles and section order), but each MSDS shall contain the following information:

- Chemical identification;
- Physical and chemical characteristics;
- Physical hazards;
- Health hazards;
- Primary routes of entry;
- Occupational Safety and Health Administrations (OSHA's) permissible exposure limit (PEL);
- Carcinogenicity;
- Generally applicable precautions for safe handling and use;
- Generally applicable control measures;
- Emergency and first aid procedures;
- Date of preparation;
- Name, address and telephone number of the chemical manufacturer; and
- Disposal procedures.

Labeling

To ensure that appropriate information concerning the hazards of a chemical are accessible to employees, all containers of hazardous chemicals shall be labeled. Labels shall be legible and prominently displayed on the container. Chemical manufacturers, importers, and distributors shall ensure that every container of hazardous chemicals entering the workplace is appropriately labeled with the identity of the hazardous chemical(s) (common and/or chemical name), appropriate hazard warnings; and the name and address of the chemical manufacturer, importer or other responsible party.

If a chemical label in the workplace becomes damaged, illegible, or is inadvertently removed from a container, the project Superintendent shall replace or have the label replaced immediately.

Replacement labels shall include, at a minimum, the identity of the hazardous chemical(s) (common and/or chemical name), appropriate hazard warnings or alternatively, words, pictures, symbols or combination thereof, which provide at least the general information regarding the hazards of the chemicals.

Chemicals which are transferred from the original container into a secondary container shall be identified by a label on the secondary container.

To comply with labeling requirements, or the NFPA (National Fire Protection Association) warning information when factory labeled.

The following colors are used to represent the hazards on the HMIS label:

- a. Red represents the fire hazard;
- b. Blue represents the health hazard;
- c. Yellow represents the reactivity hazard; and
- d. White represents personal protective equipment to be used (HMIS).
- e. White represents specific hazards such as corrosive or water reactive (NFPA).

Alternatives and allowable exceptions to the above labeling requirements are:

For stationary process containers (i.e. 55-gallon drums, 33-gallon drums, alternate identification methods may be used if the hazards of the chemical (as specified in 29CFR1910.1200(f)(4)) are effectively conveyed to the employee.

Alternate methods of labeling are:

- Signs, placards, batch tickets (tags). A numbering or lettering system may be an acceptable form of identification on the above types of labels. However, all employees must be taught and understand this method of identification and know where to find the MSDS in their work areas.
- Containers that are used for carrying daily use and/or storing chemicals (i.e. safety cans, plastic bottles, etc.) will be labeled with the trade and/or chemical name. Hazard warnings do not have to be included if the primary container or MSDS is located in the same area as the carrying, storing, or daily use containers, and if the primary container is identified with the appropriate hazard warnings (health, reactivity, flammability, PPE).

HAZARD COMMUNICATION PROGRAM TRAINING ACKNOWLEDGMENT

I have received information on the Hazard Communication Standard 29 CFR 1910.1200/1926.59 and understand how to interpret and to use the labeling systems and Material Safety Data Sheets (MSDS) that are in use and accessible to me on my project or in my work areas. I agree to observe and follow safe work practices.

Employee Signature: _____ . Date _____

The above named employee has been informed and trained on work practices, chemical hazards recognition, interpretation and use of chemical labels, MSDS, the CFR 29, 1910.1200/1926.59 and the location at which these items are accessible to the employee.

Supervisor Signature: _____ Date _____



MEMORANDUM

Public Works & Engineering Department

To: Denise Domalewski

From: Bill Cunningham *wbc*

Date: May 26, 2010

Re: **Revised Security Information**

Development:	Orland Park Business Center
Developer:	OP Business Center LLC
Institution:	Bridgeview Bank
Letter of Credit:	#610764300
Expiration:	October 10, 2010
Current Amount:	\$482,378.00

Public Works has reviewed and revised the amount for the letter of credit. The Village Manager agreed to remove the sidewalk along the west side of the detention pond from the required improvements. Public Works calculated the cost of the sidewalk at the current unit price of \$4.70 to be \$9,635.00.

Public Works has further detailed the quantities of the items remaining (attached). The unit prices used for asphalt and sidewalks are from the current Road Improvement Program.

Public Works recommends a security reduction to the value listed below. If you concur, please notify the lending institution.

1. Estimated Cost of Improvements to be Completed =	\$257,426.40
Additional Twenty-Five (25) Percent =	\$64,356.60
2. Fifteen (15) Percent of Public Improvements =	NA
3. Twenty-Five (25) Percent of sidewalks =	NA
Recommended Security =	\$321,783.00
Released Amount =	\$160,595.00

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cc: Ed Wilmes
Karie Friling
E. Kenneth Friker
Paul Grimes
PW Subd. File

Village of Orland Park

14700 Ravinia Avenue
Orland Park, IL 60462

Developer: OP Business Center LLC

Date 5/26/2010

Project: Orland Park Business Center

By Bill Cunningham

Engineer's Statement of Probable Construction Cost

Item No.	Description	Quantity	Unit	Price	Amount
Sanitary Sewer					
1	As-Built & RFI	1	LS	5,000.00	\$ 5,000.00
Paving					
1	M-3.12 VOP curb & gutter	410	LF	14.50	\$ 5,945.00
2	2" CL I Surface Course	14,400	SY	7.15	\$ 102,960.00
3	7" BAM	615	SY	18.00	\$ 11,070.00
4	2.0" CL I Binder Course	615	SY	11.00	\$ 6,765.00
5	8" CA-6 Base Course	180	TONS	16.00	\$ 2,886.40
6	Prime Coat	1,440	GAL	1.00	\$ 1,440.00
7	Backfill Curb & Gutter	410	LF	1.00	\$ 410.00
8	Curb R & R (Estimated)	1,100	LF	17.25	\$ 18,975.00
9	Class D Patches (Estimated)	230	TONS	95.00	\$ 21,850.00
Sidewalk					
1	R & R Sidewalk	250	SF	4.70	\$ 1,175.00
2	Sidewalk - 183rd Place (700')	3,500	SF	4.70	\$ 16,450.00
Street Lighting					
1	150 w HPS Flat on 30' Hapco Pole	1	EA	\$2,000.00	\$ 2,000.00
2	Concrete Foundation-Complete	1	EA	\$1,000.00	\$ 1,000.00
3	Unit Duct w/2 #6 USE	220	LF	\$7.50	\$ 1,650.00
4	Trenching	210	LF	\$5.00	\$ 1,050.00
5	VOP Disconnect Pedestal	1	EA	\$750.00	\$ 750.00
6	ComEd Connection	1	EA	\$50.00	\$ 50.00
Landscaping					
1	Landscaping (Parkway Trees)	65	EA	\$ 400.00	\$ 26,000.00
2	Detention Pond Landscaping Repair Clean up and sod or seed	1.00	LS	\$ 5,000.00	\$ 5,000.00
3	Retaining Wall Repairs	1	LS	\$ 5,000.00	\$ 5,000.00
4	Certification of Retaining Wall	1	LS	\$ 10,000.00	\$ 10,000.00
5	Restoration to Utility Adjustments	1	LS	\$ 3,000.00	\$ 3,000.00
6	Detention Basin Silt Removal	1	LS	\$ 7,000.00	\$ 7,000.00
				Subtotal	\$ 257,426.40
				25% =	\$ 64,356.60
				TOTAL =	\$ 321,783.00

Orland Park Business Center Deficiency Lists

Revised 5/26/10 -WDC

- Construct approx. 210 feet of 183rd Place roadway to the west subdivision line.
- Install one streetlight at the west end of 183rd Place near the west subdivision line.
- Construct the sidewalk along the south and west sides of the detention pond (approximately 4,120 700 linear feet). *Revised per Paul Grimes*
- Certification by an Illinois licensed professional engineer for the structural engineering and construction of the retaining wall on the east side of the privately owned detention pond.
- ~~Underground Utility Repairs~~ **Completed 5-25-10**
- ~~Sanitary Sewer and Watermain Extension to east~~ **Completed 5-25-10**
- Repair / replace curbs as marked in the field.
- Repair asphalt binder as marked in the field.
- Install surface course of asphalt.
- Restoration to areas disturbed by the adjustments to utilities. **(Added 5-25-10)**
- As-Built Drawing and MWRDGC RFI. **(Added 5-25-10)**

The detention pond is to remain privately owned and maintained. The Will County Assessor's Office indicates the property is owned by Orland Park Business Center, LLC. An association should be formed for maintenance of the pond. A copy of the covenants indicating that the association will maintain the detention pond should be sent to the Public Works Department.

LANDSCAPING

Deficiency List

On August 6, 2008, Planning Resources conducted an inspection of the above referenced project at the request of the Village of Orland Park. The project was inspected for the street trees only.

The review is based on the Landscape Plan, dated 6.26.01 by Linden Lenet Land Design, but utilizes the finalized lot numbering. The following items will need to be addressed before final approval of the installed landscape street (parkway) trees:

Street Trees for Finished Lots; 1, 2, 5, 7, 8, 9, 10, 11, 13, 14, 15 (south portion only) 16, 17. Trees within these lots were generally healthy, with the following exceptions;

- (2) Gingko – dead, need to be replaced on Lot 7
- (1) Greenspire Linden – poor / cut down and resprouted, needs to be replaced
- (1) Red Sunset Maple – dead, needs to be replaced at the north end of Lot 14
- (2) Gingko – dead, need to be replaced at the north end of Lot 16
- (2) Autumn Blaze Maple – dead, need to be replaced at the north end of Lot 16

Other Lots

- Install missing street trees on vacant lots; 4, 6, and 12.
- Install all missing street trees on Lot 3 (Detention Pond).
- Install all missing street trees on the expansion area of Lot 8.
- Install the missing street trees on the north frontage of Lot 15.

Lot 15 is currently under construction and is missing street trees. Install all missing street trees.

