

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2016-0493

**Innoprise Contract #:** C16-0082

**Year:** 2016

**Amount:** \$937,959.10

**Department:** PW - Rich Rittenbacher

**Contract Type:** Construction

**Contractors Name:** P.T. Ferro Construction Co.

**Contract Description:** Fernway Subdivision Roadway & Ditch Grading Improvements 2016  
(\$877,959.10 + \$40,000 contingency Roadway + \$20,000 Contingency  
Ditch)

**MAYOR**

Daniel J. McLaughlin

**VILLAGE CLERK**

John C. Mehalek  
14700 S. Ravinia

Orland Park, IL 60462  
(708) 403-6100  
www.orlandpark.org



**ORLAND  
PARK**

VILLAGE HALL

**TRUSTEES**

Kathleen M. Fenton  
James V. Dodge  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

August 9, 2016

Mr. Matt Boomsma  
P.T. Ferro Construction Co.  
700 S. Rowell Avenue  
Joliet, Illinois 60434-0156

RE: NOTICE TO PROCEED – Fernway Subdivision Roadway & Ditch Grading Improvements  
2016

Dear Mr. Boomsma:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents and bonds in order for work to commence on the above stated project as of August 2, 2016. Please find enclosed your bid bond, which is hereby released as we have received the required payment and performance bonds.

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

The Village will be processing a Purchase Order for this contract and it will be faxed/emailed 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 or emailed to [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org). Also, your final invoice for this contract 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 July 27, 2016 in an amount not to exceed Eight Hundred Seventy Seven Thousand Nine Hundred Fifty-Nine and 10/100 (\$877,959.10) Dollars based on proposed unit prices. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

Encl:

cc: Napoleon Haney  
Rich Rittenbacher

**MAYOR**

Daniel J. McLaughlin

**VILLAGE CLERK**

John C. Mehalek  
14700 S. Ravinia

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VILLAGE HALL

**TRUSTEES**

Kathleen M. Fenton  
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Michael F. Carroll

July 27, 2016

Mr. Matt Boomsma  
P.T. Ferro Construction Co.  
700 S. Rowell Avenue  
Joliet, Illinois 60434-0156

**NOTICE OF AWARD – Fernway Subdivision Roadway & Ditch Grading Improvements 2016**

Dear Mr. Boomsma:

This notification is to inform you that on July 18, 2016, the Village of Orland Park Board of Trustees approved awarding P.T. Ferro Construction Co. the contract in accordance with the bid you submitted dated June 23, 2016, for Bid #16-023 Fernway Subdivision Roadway & Ditch Grading Improvements 2016 for an amount not to exceed Eight Hundred Seventy Seven Thousand Nine Hundred Fifty-Nine and 10/100 (\$877,959.10) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by August 10, 2016.

- Attached is the Fernway Subdivision Roadway & Ditch Grading Improvements 2016 contract. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit Performance and Payment Bonds, dated July 27, 2016 for the full amount of the contract. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

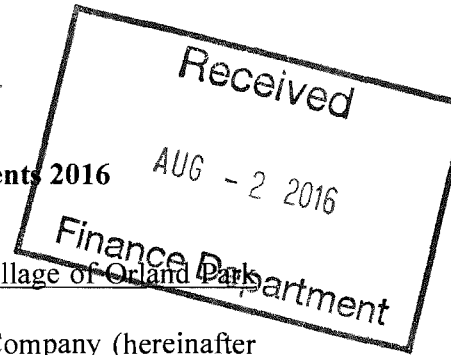
Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on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

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Napoleon Haney  
Rich Rittenbacher

**VILLAGE OF ORLAND PARK**  
**Fernway Subdivision Roadway & Ditch Grading Improvements 2016**  
**(Contract for Small Construction or Installation Project)**



This Contract is made this **27th day of July, 2016** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and P.T. Ferro Construction Company (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

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

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

- The Contract
- The Terms and General Conditions pertaining to the Contract
- The VILLAGE’S Project Manual dated June 9, 2016 for the Work as described in Section 2 hereunder
  - The Invitation to Bid #16-023
  - The Instructions to the Bidders, including all Exhibits and Addenda
- The Bid Proposal as it is responsive to the VILLAGE’s requirements
- Affidavit of Compliance
- References
- Insurance Requirements
- Certificates of Insurance
- Performance and Payment Bonds required by the VILLAGE

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

*Provide hot-mix asphalt roadway reconstruction; re-grading of existing roadway ditches; portland cement concrete shoulder; driveway pavement removal and replacement; culvert removal replacement; and all incidental and collateral work necessary to complete the improvement. The work is located in the Fernway Subdivision, located on Robinhood Drive from 167th Street to 171st Street, on 167th Place from 88th Avenue to the end of the road, and along Robinhood Drive between the intersections of 171st Street and 170th Street in the Village of Orland Park, Cook County, Illinois.*

(hereinafter referred to as the "WORK") and further described in the VILLAGE'S Project Manual (Invitation to Bid #16-023 Exhibit C & D Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

Unit Prices: See attached UNIT PRICE SHEET for unit pricing

**TOTAL:** an amount not to exceed Eight Hundred Seventy-Seven Thousand Nine Hundred Fifty-Nine and 10/100 (\$877,959.10) Dollars

10% retention of amount due will be withheld for this project. Additional amounts, determined by the Director of Infrastructure Maintenance may be withheld, until final acceptance is given. The retained amount will be authorized for payment only after all work is accepted as complete and satisfactory by the Director of Infrastructure Maintenance.

**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 this WORK by November 11, 2016 (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Should the Contractor fail to complete all work by this date, the Contractor shall be liable to pay the Village liquidated damages per calendar day in accordance with Article 108.09 of the Standard Specifications. The time required for sod to establish roots and be growing in a live, healthy condition in accordance with Article 252.12 of the Standard Specifications, and removal of temporary erosion control items once sod establishes root, need not be concluded by the completion date, but shall be concluded not more than 30 calendar days after. Should sod not be in an acceptable condition and temporary erosion control measures not removed within this time frame, the Contractor shall be liable to pay liquidated damages as stated above.

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, defend 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@orlandpark.org

**To the CONTRACTOR:**

Matt Boomsma  
P.T. Ferro Construction Co.  
700 S. Rowell Avenue  
Joliet, Illinois 60434  
Telephone: 815-726-6284  
Facsimile: 815-726-5614  
e-mail: estimating@ptferro.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.

**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: Timothy J. McCarthy  
Print name: Timothy J. McCarthy  
Its: Interim Village Manager  
Date: 8/3/16

FOR: THE CONTRACTOR

By: PHIL HESS  
Print name: PHIL HESS  
Its: PRESIDENT  
Date: 7/27/16

**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 P.T. Ferro Construction Co. (the “CONTRACTOR”) for Fernway Subdivision Roadway & Ditch Grading Improvements 2016 (the “WORK”) dated July 27, 2016 (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 RFP 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 RFP 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.
  - 1.2.7.1. This CONTRACT calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website

at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2. 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:

- 2.1.1. Agreement between the parties
- 2.1.2. Terms and General Conditions to the Agreement
- 2.1.3. Special Conditions to the Agreement, if any
- 2.1.4. The VILLAGE'S Project Manual dated June 9, 2016
  - The Invitation to Bid #16-023
  - The Instructions to the Bidders
  - Exhibit C Special Provisions
  - Exhibit D Plans
- 2.1.5. Addendum No. 1 issued June 20, 2016
- 2.1.6. Accepted Proposal as it conforms to the ITB requirements
- 2.1.7. Affidavit of Compliance required by the VILLAGE
- 2.1.8. Required Certifications and documents as may be required by other project funding agencies
- 2.1.9. Required Certificates of Insurance
- 2.1.10. Performance and Payment Bonds

## **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. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.
- 3.4. Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.5. 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 proposer 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.

11.1.2. The amounts and types of insurance required are defined in Exhibit 1 Insurance Requirements, a copy of which is attached hereto and made a part hereof.

11.1.3. CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. 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, defend 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.



## **EXHIBIT 1**

### **Insurance Requirements**

#### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

*Waiver of Subrogation in favor of the Village of Orland Park*

#### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

*Additional Insured Endorsement in favor of the Village of Orland Park*

#### **GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

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

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

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

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

\$5,000,000 – Each Occurrence

\$5,000,000 – Aggregate

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

**BIDDER SUMMARY SHEET**

BID #16-023

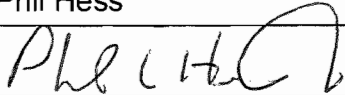
Ferway Subdivision Roadway and Ditch Grading Improvements 2016

Project Name

Business Name: P.T. Ferro Construction CompanyStreet Address: 700 S. Rowell AveCity, State, Zip: Joliet, IL 60434Contact Name: Matt BoomsmaTitle: Estimator/Project ManagerPhone: 815-726-6284 Fax: 815-726-5614E-Mail address: estimating@ptferro.com

<b>GRAND TOTAL BASE BID PRICE</b>	\$ <u>742,354.40</u>
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<b>GRAND TOTAL ALTERNATE BID PRICE</b>	\$ <u>135,604.70</u>
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**AUTHORIZATION & SIGNATURE**Name of Authorized Signee: Phil HessSignature of Authorized Signee: Title: President Date: 06/23/2016

### AFFIDAVIT OF COMPLIANCE

*Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.*

The undersigned Phil Hess  
*(Enter Name of Person Making Affidavit)*

as President  
*(Enter Title of Person Making Affidavit)*

and on behalf of P.T. Ferro Construction Company  
*(Enter Name of Business Organization)*

certifies that Bidder is:

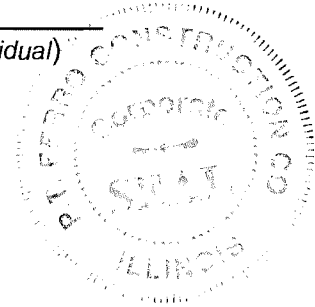
1) **A BUSINESS ORGANIZATION:** Yes  No

Federal Employer I.D. #: 36-2537787  
*(or Social Security # if a sole proprietor or individual)*

The form of business organization of the Bidder is *(check one)*:

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation Illinois  
*(State of Incorporation)*

August 8, 1964  
*(Date of Incorporation)*



2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes  No

The Bidder is authorized to do business in the State of Illinois.

3) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes  No

The Bidder is eligible to enter into public contracts, and 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.

**4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes  No** 

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

**5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes  No** 

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) 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; (VI) 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; and (VII) 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 Bidder 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 Bidder 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.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 the Bidder 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.

**6) PREVAILING WAGE COMPLIANCE:      Yes  No [ ]**

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder 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 or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that 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 Bidder 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 Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

**7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:      Yes  No**

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

**Name of A&T Program:** Union Apprenticeship & Training Programs

**Brief Description of Program:** \_\_\_\_\_

Chicagoland Laborers' Training & Apprenticeship Program Registration No. IL017990001

DuPage County Cement Masons' Local #803 JATC Registration No. IL0150492

International Brotherhood of Teamsters Joint Council No. 25 Training Registration No. IL015050004

Operating Engineers' Local #150 Registration No. IL008780173

NECA-IBEW Local 178 JATC Registration No. IL012780050

8) **TAX COMPLIANT:** Yes  No

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

Phil Hess  
Signature of Authorized Officer

Phil Hess  
Name of Authorized Officer

President  
Title

06/23/2016  
Date

Subscribed and Sworn To  
Before Me This 23<sup>rd</sup> Day  
of June, 2016.

[Signature]  
Notary Public Signature



**NOTARY SEAL**

**INSURANCE REQUIREMENTS**

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

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

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

**AUTOMOBILE LIABILITY**

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

**GENERAL LIABILITY (Occurrence basis)**

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

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

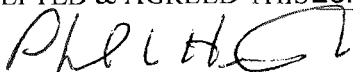
\$5,000,000 – Each Occurrence  
\$5,000,000 – Aggregate

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

Any insurance policies providing the coverages required of the successful Bidder, 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. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the successful Bidder, 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 successful Bidder’s obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) 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 23rd DAY OF June, 2016



Signature  
Phil Hess - President  
Printed Name & Title

Authorized to execute agreements for:  
P.T. Ferro Construction Company  
Name of Company



### REFERENCES

Provide three (3) references for which your organization has performed similar work.

**Bidder's Name:** P.T. Ferro Construction Company  
*(Enter Name of Business Organization)*

1. ORGANIZATION City of Joliet  
ADDRESS 150 Jefferson, Joliet, IL  
PHONE NUMBER 815-724-4215  
CONTACT PERSON Scott Gaspevich  
YEAR OF PROJECT 2015

2. ORGANIZATION Village of Frankfort  
ADDRESS 28 Kansas Street  
PHONE NUMBER 815-469-2177  
CONTACT PERSON Adam Nielsen  
YEAR OF PROJECT 2015

3. ORGANIZATION Village of Homer Glen/IDOT  
ADDRESS 143rd & Lemont Road  
PHONE NUMBER 708-301-0632  
CONTACT PERSON Mike Salamowicz  
YEAR OF PROJECT 2014

## UNIT PRICE SHEET

Bid #16-023

Fernway Subdivision Roadway and Ditch Grading Improvements 2016

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications as designated in Bid #16-023 hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the Fernway Subdivision Roadway and Ditch Grading Improvements 2016.

## BASE BID

No	Item	Quantity	Unit	Unit Price	Amount
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	10	UNIT	\$ 150.00	\$ 1,500.00
2	TREE ROOT PRUNING	5	EACH	\$ 300.00	\$ 1,500.00
3	NITROGEN FERTILIZER NUTRIENT	46	POUND	\$ 2.00	\$ 92.00
4	PHOSPHORUS FERTILIZER NUTRIENT	46	POUND	\$ 2.00	\$ 92.00
5	POTASSIUM FERTILIZER NUTRIENT	46	POUND	\$ 2.00	\$ 92.00
6	EARTH EXCAVATION	4,390	CU YD	\$ 20.00	\$ 87,800.00
7	TOPSOIL FURNISH AND PLACE, 4"	3,700	SQ YD	\$ 6.55	\$ 24,235.00
8	GRADING AND SHAPING DITCHES	4,450	FOOT	\$ 3.00	\$ 13,350.00
9	SODDING, SALT TOLERANT	3,700	SQ YD	\$ 6.00	\$ 22,200.00
10	SUPPLEMENTAL WATERING	5	UNIT	\$ 50.00	\$ 250.00
11	TEMPORARY DITCH CHECKS	40	FOOT	\$ 15.00	\$ 600.00
12	INLET AND PIPE PROTECTION	11	EACH	\$ 200.00	\$ 2,200.00
13	INLET FILTERS	8	EACH	\$ 150.00	\$ 1,200.00
14	WASHOUT BASIN	2	EACH	\$ 1,000.00	\$ 2,000.00
15	AGGREGATE SUBGRADE IMPROVEMENT 12"	7,950	SQ YD	\$ 12.00	\$ 95,400.00
16	SUBBASE GRANULAR MATERIAL, TYPE B, 4.75"	1,740	SQ YD	\$ 8.00	\$ 13,920.00
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1,390	TON	\$ 48.00	\$ 66,720.00
18	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	810	TON	\$ 51.00	\$ 41,310.00
19	BITUMINOUS MATERIALS (TACK COAT)	1,790	POUND	\$ 0.01	\$ 17.90
20	PAVEMENT REMOVAL	7,950	SQ YD	\$ 3.50	\$ 27,825.00
21	COMBINATION CURB AND GUTTER REMOVAL	90	FOOT	\$ 2.50	\$ 225.00
22	PORTLAND CEMENT CONCRETE SHOULDERS 12"	1,020	SQ YD	\$ 90.00	\$ 91,800.00
23	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH	20	SQ YD	\$ 55.00	\$ 1,100.00
24	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH	730	SQ YD	\$ 34.00	\$ 24,820.00
25	DRIVEWAY PAVEMENT REMOVAL	860	SQ YD	\$ 15.00	\$ 12,900.00
26	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	10	EACH	\$ 625.00	\$ 6,250.00
27	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	6	EACH	\$ 700.00	\$ 4,200.00
28	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 21"	2	EACH	\$ 740.00	\$ 1,480.00
29	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	2	EACH	\$ 785.00	\$ 1,570.00
30	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 27"	2	EACH	\$ 865.00	\$ 1,730.00
31	GRATING FOR CONCRETE FLARED END SECTION 15"	10	EACH	\$ 420.00	\$ 4,200.00
32	GRATING FOR CONCRETE FLARED END SECTION 18"	6	EACH	\$ 475.00	\$ 2,850.00
33	GRATING FOR CONCRETE FLARED END SECTION 21"	2	EACH	\$ 500.00	\$ 1,000.00
34	GRATING FOR CONCRETE FLARED END SECTION 24"	2	EACH	\$ 540.00	\$ 1,080.00
35	GRATING FOR CONCRETE FLARED END SECTION 27"	2	EACH	\$ 575.00	\$ 1,150.00
36	PIPE CULVERTS, CLASS A, TYPE 1 12"	335	FOOT	\$ 59.00	\$ 19,765.00
37	PIPE CULVERTS, CLASS A, TYPE 1 15"	450	FOOT	\$ 65.00	\$ 29,250.00
38	PIPE CULVERTS, CLASS A, TYPE 1 18"	335	FOOT	\$ 67.00	\$ 22,445.00
39	PIPE CULVERTS, CLASS A, TYPE 1 21"	45	FOOT	\$ 77.00	\$ 3,465.00
40	PIPE CULVERTS, CLASS A, TYPE 1 24"	45	FOOT	\$ 84.00	\$ 3,780.00
41	PIPE CULVERTS, CLASS A, TYPE 1 27"	75	FOOT	\$ 90.00	\$ 6,750.00
42	PIPE CULVERTS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 36"	46	FOOT	\$ 160.00	\$ 7,360.00
43	FIRE HYDRANTS TO BE ADJUSTED	5	EACH	\$ 885.00	\$ 4,425.00
44	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$ 3,150.00	\$ 3,150.00
45	GUARDRAIL REMOVAL	30	FOOT	\$ 25.00	\$ 750.00
46	MOBILIZATION	0.9	LSUM	\$ 48,195.00	\$ 43,375.50
47	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	0.9	LSUM	\$ 6,500.00	\$ 5,850.00
48	OBJECT MARKER - TYPE 4	2	EACH	\$ 225.00	\$ 450.00
49	TELESCOPING STEEL SIGN SUPPORT	22	FOOT	\$ 15.00	\$ 330.00
50	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	65	FOOT	\$ 50.00	\$ 3,250.00
51	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	16	EACH	\$ 650.00	\$ 10,400.00
52	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	4	EACH	\$ 900.00	\$ 3,600.00
53	STABILIZED CONSTRUCTION ENTRANCE	200	SQ YD	\$ 40.00	\$ 8,000.00
54	TEMPORARY ACCESS (PRIVATE ENTRANCE)	33	EACH	\$ 100.00	\$ 3,300.00
55	TEMPORARY ACCESS (ROAD)	8	EACH	\$ 500.00	\$ 4,000.00

Grand Total for Base Bid Improvements

\$ 742,354.40

(Enter this amount as GRAND TOTAL BASE BID PRICE  
on Bidder Summary Sheet)

UNIT PRICE SHEET

Bid #16-023

Fernway Subdivision Roadway and Ditch Grading Improvements 2016

**ALTERNATE BID IMPROVEMENTS** for work along Robinhood Drive between the intersections 171st Street and 170th Street  
 (Note: Unit prices must be the same as those stated above)

<u>No</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
6	EARTH EXCAVATION	960	CU YD	\$ 20.00	\$ 19,200.00
12	INLET AND PIPE PROTECTION	3	EACH	\$ 200.00	\$ 600.00
13	INLET FILTERS	2	EACH	\$ 150.00	\$ 300.00
15	AGGREGATE SUBGRADE IMPROVEMENT 12"	2,300	SQ YD	\$ 12.00	\$ 27,600.00
16	SUBBASE GRANULAR MATERIAL, TYPE B, 4.75"	420	SQ YD	\$ 8.00	\$ 3,360.00
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	400	TON	\$ 48.00	\$ 19,200.00
18	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	240	TON	\$ 51.00	\$ 12,240.00
19	BITUMINOUS MATERIALS (TACK COAT)	520	POUND	\$ 0.01	\$ 5.20
20	PAVEMENT REMOVAL	2,300	SQ YD	\$ 3.50	\$ 8,050.00
22	PORTLAND CEMENT CONCRETE SHOULDERS 12"	250	SQ YD	\$ 90.00	\$ 22,500.00
24	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH	120	SQ YD	\$ 34.00	\$ 4,080.00
25	DRIVEWAY PAVEMENT REMOVAL	150	SQ YD	\$ 15.00	\$ 2,250.00
46	MOBILIZATION	0.1	LSUM	\$ 48,195.00	\$ 4,819.50
47	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	0.1	LSUM	\$ 6,500.00	\$ 650.00
50	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	85	FOOT	\$ 50.00	\$ 4,250.00
51	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	4	EACH	\$ 650.00	\$ 2,600.00
52	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	1	EACH	\$ 900.00	\$ 900.00
54	TEMPORARY ACCESS (PRIVATE ENTRANCE)	5	EACH	\$ 100.00	\$ 500.00
55	TEMPORARY ACCESS (ROAD)	5	EACH	\$ 500.00	\$ 2,500.00

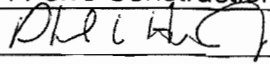
**Grand Total for Alternate Bid Improvements**

**\$ 135,604.70**

(Enter this amount as GRAND TOTAL ALTERNATE BID PRICE on Bidder Summary Sheet)

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump

**Bidder**

Firm Name: P.T. Ferro Construction Company  
 Signed:   
 Title: President  
 Dated: 06/23/2016

VILLAGE OF ORLAND PARK, ILLINOIS



**ADDENDUM NO. 1**

**BID #16-023  
FERNWAY SUBDIVISION IMPROVEMENTS**

Date: Monday, June 20, 2016  
To: All Potential Bidders  
From: Village of Orland Park  
RE: Responses to Questions Received

This Addendum No. 1 is being issued to provide additional information in the form of responses to questions submitted for the above mentioned Project. All other provisions and requirements of the RFP shall remain in effect. **All addenda must be acknowledged by signing the Addendum and including it with your submittal.** Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

**The following are the Village's responses to questions submitted for this Request for Proposals:**

1. I have downloaded all the bid docs but do not see a soil/boring report. Is there one available?

**Village Response: See the attached soil boring information.**

2. Where exactly is the delineation between the Base Bid and the Alternate? Is it Centerline of 170th Street, or is it on the North or South Side of 170th Street?

**Village Response: The delineation is approximately station 17+60. The base bid only includes the north leg of the intersection of Robinhood Drive and 170th Street.**

3. Do you have any cross sections for the work?

**Village Response: No cross sections will be provided.**

4. Clarification regarding allowable road closures and construction staging was requested.

**Village Response: Revise General Note #14 on sheet 2 to read:  
"Roads shall be closed to thru traffic during construction in accordance with the detail for Typical Application of Traffic Control Devices for Minor Street Closed to Thru Traffic. The Contractor shall maintain access for emergency vehicles at all times. Local traffic and access to adjacent properties shall be maintained to the extent practicable. The Contractor is expected to use construction staging and/or other means to maintain local traffic and access to adjacent properties."**

**The following sentence shall be removed from the Special Provision for Public Convenience and Safety:**

**"No work shall be performed which requires the temporary stoppage of traffic for any reason between the hours of 7:00 am to 9:00 am and 4:00 pm to 6:00 pm Monday through Friday."**

**The question and answer period for this bid is closed. The bid submission deadline remains Thursday, June 23, 2016 not later than 11:00 A.M.**

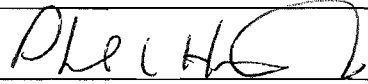
---

**Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.**

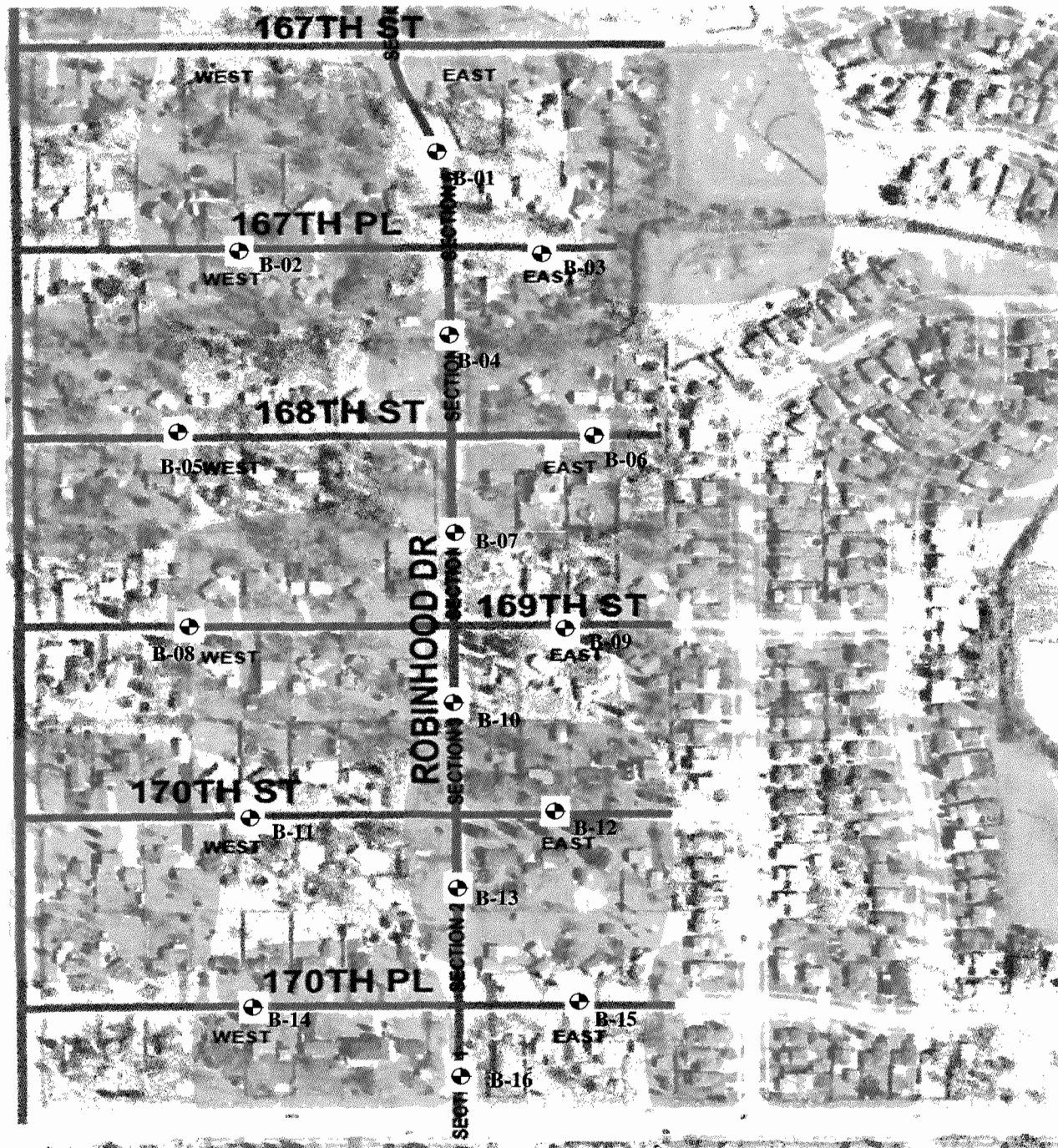
**Addendum No. 1, dated Monday, June 20, 2016**  
*I read and hereby acknowledge this addendum as of the date shown below.*

Business Name: P.T. Ferro Construction Company

Name of Authorized Signee: Phil Hess

Signature of Authorized Signee: 

Title: President Date: 6/20/16



Soil Boring Location Diagram

**Fernway Road Improvement - 1**

167th Street and Robinhood Drive  
 South to 171st Street  
 Orland Park, Illinois

Project Manager

Project Number

P. Patel

15G0148

Date


Sheet Number

4/7/2015

Fig. 1

**LEGEND**



 - Approximate Soil Boring Location



# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 • Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-01**

**Date:** Wednesday, April 22, 2015

**Project:** Fernway Road Improvements - 1  
Orland Park, Illinois

**Project No.:** 15G0148

**Boring Location:** See Boring Location Diagram

**Logged By:** RG

**Ground Elevation:** \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		7" Aggregate Basecourse	SS-1	4			
	2.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard, (CL)	1.0' - 2.5' 6" Recovery	4 9	16.8	4.5	
	3.0							
	4.0			SS-2	3.5' - 5.0' 0" Recovery	4 5 7	-	
	5.0		END of BORING at 5 Feet					
	6.0							
	7.0							
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.)</b>
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 • Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

Boring No.:

**B-02**

Date: Wednesday, April 22, 2015

Project: Fernway Road Improvements - 1  
Orland Park, Illinois

Project No.: 15G0148

Boring Location: See Boring Location Diagram

Logged By: RG

Ground Elevation: \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (in)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		6" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		5" Aggregate Basecourse					
	1.0		Silty Clay, Trace Sand and Gravel, brown, hard, (CL)	SS-1	3			
	2.0			1.0' - 2.5'	4	20.0	4.5	
	2.0			15" Recovery	6			
	3.0							
	4.0		Silty Clay, Trace Sand and Gravel, gray, stiff, (CL)	SS-2	3			
	4.0			3.5' - 5.0'	3	26.2	1.5	
	5.0		18" Recovery	4				
	5.0		END of BORING at 5 Feet					
	6.0							
	7.0							
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

Drilling Contractor: CGMT, Inc.	Water Level (Ft.)
Drilling Method: 4.25" O.D. H.S.A. Split Spoon Sampling	During Drilling: None
Drilling Equipment: CME-75 Truck Mounted Drill Rig	Immediately After Drilling: None
REVIEWED BY: PKP	



# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 • Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-03**

**Date:** Wednesday, April 22, 2015

**Project:** Fernway Road Improvements - 1

Orland Park, Illinois

**Project No.:** 15G0148

**Boring Location:** See Boring Location Diagram

**Logged By:** RG

**Ground Elevation:** \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		6" Aggregate Basecourse					
	1.0		Silty Clay, Trace Sand and Gravel, gray, very stiff, (CL)	SS-1 1.0' - 2.5'	3	22.6	3.25	
	2.0			14" Recovery	4			
	2.0				5			
	3.0							
	4.0		Silty Clay, Trace Sand and Gravel, gray, medium, (CL)	SS-2 3.5' - 5.0'	2	14.1	1.0	
	4.0			18" Recovery	3			
	5.0		END of BORING at 5 Feet		2			
	6.0							
	7.0							
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.):</b> _____
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 + Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-04**  
**Date:** Wednesday, April 22, 2015  
**Project:** Fernway Road Improvements - 1  
Orland Park, Illinois  
**Project No.:** 15G0148  
**Boring Location:** See Boring Location Diagram  
**Logged By:** RG  
**Ground Elevation:** \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5 1/2" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		8" Aggregate Basecourse					
	2.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard, (CL)	SS-1	3	19.5	4.5	
	3.0			1.0' - 2.5'	4			
	4.0			14" Recovery	6			
	5.0		Silty Clay, Trace Sand and Gravel, gray, very stiff, (CL)	SS-2	3	18.4	3.5	
	6.0			3.5' - 5.0'	4			
	7.0		18" Recovery	5				
	8.0		END of BORING at 5 Feet					
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.)</b>
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 + Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-05**

**Date:** Wednesday, April 22, 2015

**Project:** Fernway Road Improvements - 1  
Orland Park, Illinois

**Project No.:** 15G0148

**Boring Location:** See Boring Location Diagram

**Logged By:** RG

**Ground Elevation:**

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		4" Aggregate Basecourse					
	2.0		Silty Clay, Trace Sand and Gravel, brown and gray, very stiff to hard, (CL)	SS-1 1.0' - 2.5' 18" Recovery	3 4 6	19.7	3.5	
	3.0							
	4.0			SS-2 3.5' - 5.0' 18" Recovery	4 4 5	17.1	4.5	
	5.0		END of BORING at 5 Feet					
	6.0							
	7.0							
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.):</b>
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 • Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-06**  
**Date:** Wednesday, April 22, 2015  
**Project:** Fernway Road Improvements - 1  
Orland Park, Illinois  
**Project No.:** 15G0148  
**Boring Location:** See Boring Location Diagram  
**Logged By:** RG  
**Ground Elevation:** \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		7" Aggregate Basecourse					
	2.0		Silty Clay, Trace Sand and Gravel, dark gray, very stiff, (CL)	SS-1	3			
	3.0			1.0' - 2.5'	3	28.6	3.25	
	4.0		Topsoil, black, organic, (OL)	18" Recovery	5			
	5.0			SS-2	2			
	6.0		END of BORING at 5 Feet	3.5' - 5.0'	3	67.8	0.25	
	7.0			18" Recovery	3			
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.)</b>
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 + Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-07**

**Date:** Wednesday, April 22, 2015

**Project:** Fernway Road Improvements - 1  
Orland Park, Illinois

**Project No.:** 15G0148

**Boring Location:** See Boring Location Diagram

**Logged By:** RG

**Ground Elevation:** \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5 1/2" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		7" Aggregate Basecourse					
	2.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard to very stiff, (CL)	SS-1	3			
	3.0			1.0' - 2.5'	4	20.1	4.5	
	4.0			14" Recovery	6			
	5.0		END of BORING at 5 Feet	SS-2	3			
	6.0			3.5' - 5.0'	4	23.6	2.5	
	7.0			18" Recovery	5			
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.):</b> _____
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 + Fax (630) 595-1110

Soil Boring Prepared for:  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

Boring No.: **B-08**  
Date: Wednesday, April 22, 2015  
Project: Fernway Road Improvements - 1  
Orland Park, Illinois  
Project No.: 15G0148  
Boring Location: See Boring Location Diagram  
Logged By: RG  
Ground Elevation: \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		6" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		4" Aggregate Basecourse					
	2.0		Silty Clay, Trace Sand and Gravel, gray, hard, (CL)	SS-1 1.0' - 2.5' 15" Recovery	1 2 3	24.4	4.5	
	3.0							
	4.0		Silty Clay, Trace Sand and Gravel, brown and gray, soft, (CL)	SS-2 3.5' - 5.0' 18" Recovery	3 2 4	22.0	0.25	
	5.0			END of BORING at 5 Feet				
	6.0							
	7.0							
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

Drilling Contractor: CGMT, Inc.	Water Level (Ft.)
Drilling Method: 4.25" O.D. H.S.A. Split Spoon Sampling	During Drilling: None
Drilling Equipment: CME-75 Truck Mounted Drill Rig	Immediately After Drilling: None
REVIEWED BY: PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 • Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-09**

**Date:** Wednesday, April 22, 2015

**Project:** Fernway Road Improvements - 1  
Orland Park, Illinois

**Project No.:** 15G0148

**Boring Location:** See Boring Location Diagram

**Logged By:** RG

**Ground Elevation:** \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		6" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		4" Aggregate Basecourse					
	2.0		Silty Clay, Trace Sand and Gravel, brown and gray, very stiff, (CL)	SS-1	2			
	3.0			1.0' - 2.5'	3	21.3	2.75	
	4.0			18" Recovery	4			
	5.0		Silty Clay, Trace Sand and Gravel, brown, hard, (CL)	SS-2	5			
	6.0			3.5' - 5.0'	6	19.1	4.5	
	7.0			18" Recovery	8			
	8.0		END of BORING at 5 Feet					
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.)</b>
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
 Telephone (630) 595-1111 • Fax (630) 595-1110

Soil Boring Prepared for:  
 The Village of Orland Park  
 Mr. Richard Rittenbacher  
 15655 Ravinia Avenue  
 Orland Park, Illinois 60462

Boring No.: **B-10**

Date: Wednesday, April 22, 2015

Project: Fernway Road Improvements - 1  
 Orland Park, Illinois

Project No.: 15G0148

Boring Location: See Boring Location Diagram

Logged By: RG

Ground Elevation: \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		8" Aggregate Basecourse					
	1.0		Silty Clay, Trace Sand and Gravel, gray, very stiff, (CL)	SS-1	2			
	2.0			1.0' - 2.5'	4	24.2	2.5	
	2.0			16" Recovery	4			
	3.0							
	4.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard, (CL)	SS-2	4			
	4.0			3.5' - 5.0'	5	21.5	4.0	
	4.0		18" Recovery	6				
	5.0		END of BORING at 5 Feet					
	6.0							
	7.0							
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

Drilling Contractor: CGMT, Inc.	Water Level (Ft.)
Drilling Method: 4.25" O.D. H.S.A. Split Spoon Sampling	During Drilling: None
Drilling Equipment: CME-75 Truck Mounted Drill Rig	Immediately After Drilling: None
REVIEWED BY: PKP	



# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 • Fax (630) 595-1110

Soil Boring Prepared for:  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

Boring No.: **B-11**

Date: Wednesday, April 22, 2015

Project: Fernway Road Improvements - 1  
Orland Park, Illinois

Project No.: 15G0148

Boring Location: See Boring Location Diagram

Logged By: RG

Ground Elevation: \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results	
	0.0		4" Asphalt Pavement, 2" Aggregate, 2" Asphalt, 4" Aggregate Basecourse					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.	
	1.0		Silty Clay, Trace Sand and Gravel, gray, hard, (CL)	SS-1 1.0' - 2.5' 14" Recovery	2 3 5	17.1	4.5		
	2.0								
	3.0								
	4.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard, (CL)	SS-2 3.5' - 5.0' 18" Recovery	5 8 11	18.5	4.5		
	5.0		END of BORING at 5 Feet						
	6.0								
	7.0								
	8.0								
	9.0								
	10.0								
	11.0								
	12.0								
	13.0								
	14.0								
	15.0								
	16.0								
	17.0								
	18.0								
	19.0								
	20.0								

Drilling Contractor: CGMT, Inc.	Water Level (Ft.)
Drilling Method: 4.25" O.D. H.S.A. Split Spoon Sampling	During Drilling: None
Drilling Equipment: CME-75 Truck Mounted Drill Rig	Immediately After Drilling: None
REVIEWED BY: PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 • Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-12**

**Date:** Wednesday, April 22, 2015

**Project:** Fernway Road Improvements - 1  
Orland Park, Illinois

**Project No.:** 15G0148

**Boring Location:** See Boring Location Diagram

**Logged By:** RG

**Ground Elevation:** \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		5" Aggregate Basecourse					
	1.0 - 2.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard, (CL)	SS-1 1.0' - 2.5' 16" Recovery	3 3 5	20.3	4.0	
	2.0 - 3.0		Silty Clay, Trace Sand and Gravel, brown, hard, (CL)					
	3.0 - 4.0			SS-2 3.5' - 5.0' 18" Recovery	6 9 11	17.9	4.5	
	5.0		END of BORING at 5 Feet					
	6.0							
	7.0							
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.):</b> _____
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 + Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-13**

**Date:** Wednesday, April 22, 2015

**Project:** Fernway Road Improvements - 1

Orland Park, Illinois

**Project No.:** 15G0148

**Boring Location:** See Boring Location Diagram

**Logged By:** RG

**Ground Elevation:** \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		6" Aggregate Basecourse	SS-1	3			
	2.0		Silty Clay, Trace Sand and Gravel, brown, hard, (CL)	1.0' - 2.5' 18" Recovery	4 7	25.8	4.5	
	3.0							
	4.0			SS-2	6			
	5.0		END of BORING at 5 Feet	3.5' - 5.0' 18" Recovery	8 11	23.4	4.5	
	6.0							
	7.0							
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.)</b>
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 • Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-14**

**Date:** Wednesday, April 22, 2015

**Project:** Fernway Road Improvements - 1  
Orland Park, Illinois

**Project No.:** 15G0148

**Boring Location:** See Boring Location Diagram

**Logged By:** RG

**Ground Elevation:** \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5 1/2" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		7" Aggregate Basecourse					
	2.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard, (CL)	SS-1 1.0' - 2.5' 13" Recovery	2 4 4	21.0	4.0	
	3.0							
	4.0		Silty Clay, Trace Sand and Gravel, brown, hard, (CL)	SS-2 3.5' - 5.0' 18" Recovery	5 9 15	20.7	4.5	
	5.0			END of BORING at 5 Feet				
	6.0							
	7.0							
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.)</b>
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 + Fax (630) 595-1110

Soil Boring Prepared for:  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

Boring No.: **B-15**

Date: Wednesday, April 22, 2015

Project: Fernway Road Improvements - 1

Orland Park, Illinois

Project No.: 15G0148

Boring Location: See Boring Location Diagram

Logged By: RG

Ground Elevation: \_\_\_\_\_

Sheet 1 of 1

Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results
	0.0		5" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.
	1.0		5" Aggregate Basecourse					
	2.0		Silty Clay, Trace Sand and Gravel, brown, hard, (CL)	SS-1 1.0' - 2.5' 18" Recovery	2 4 6	18.5	4.5	
	3.0							
	4.0			SS-2 3.5' - 5.0' 15" Recovery	5 9 12	18.1	4.5	
	5.0		END of BORING at 5 Feet					
	6.0							
	7.0							
	8.0							
	9.0							
	10.0							
	11.0							
	12.0							
	13.0							
	14.0							
	15.0							
	16.0							
	17.0							
	18.0							
	19.0							
	20.0							

Drilling Contractor: CGMT, Inc.	Water Level (Ft.)
Drilling Method: 4.25" O.D. H.S.A. Split Spoon Sampling	During Drilling: None
Drilling Equipment: CME-75 Truck Mounted Drill Rig	Immediately After Drilling: None
REVIEWED BY: PKP	

# Soil Boring Log

ORIGINAL



**Construction & Geotechnical Material Testing, Inc.**

60 Martin Lane, Elk Grove Village, Illinois 60007  
Telephone (630) 595-1111 • Fax (630) 595-1110

**Soil Boring Prepared for:**  
The Village of Orland Park  
Mr. Richard Rittenbacher  
15655 Ravinia Avenue  
Orland Park, Illinois 60462

**Boring No.:** **B-16**

**Date:** Wednesday, April 22, 2015

**Project:** Fernway Road Improvements - 1  
Orland Park, Illinois

**Project No.:** 15G0148

**Boring Location:** See Boring Location Diagram

**Logged By:** RG

**Ground Elevation:** \_\_\_\_\_

Sheet 1 of 1

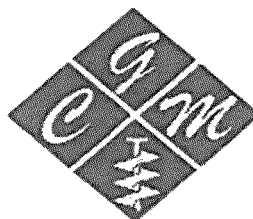
Elevation	Depth	Strata	Soil / Rock Description	Sample Type & No. Depth Interval (Ft) Recovery (In)	Blow Count	Moisture Content (%)	Unconfined Compressive Strength (TSF)	Notes & Test Results	
	0.0		6" Asphalt Pavement					Unconfined compressive strength of soil samples estimated using a calibrated penetrometer.	
	1.0		Silty Clay, Trace Sand and Gravel, brown and gray, hard, (CL)	SS-1 1.0' - 2.5' 18" Recovery	3 5 7	18.4	4.5		
	2.0								
	3.0								
	4.0		Silty Clay, Trace Sand and Gravel, brown, hard, (CL)	SS-2 3.5' - 5.0' 18" Recovery	3 7 10	15.8	4.5		
	5.0		END of BORING at 5 Feet						
	6.0								
	7.0								
	8.0								
	9.0								
	10.0								
	11.0								
	12.0								
	13.0								
	14.0								
	15.0								
	16.0								
	17.0								
	18.0								
	19.0								
	20.0								

<b>Drilling Contractor:</b> CGMT, Inc.	<b>Water Level (Ft.)</b>
<b>Drilling Method:</b> 4.25" O.D. H.S.A. Split Spoon Sampling	<b>During Drilling:</b> None
<b>Drilling Equipment:</b> CME-75 Truck Mounted Drill Rig	<b>Immediately After Drilling:</b> None
<b>REVIEWED BY:</b> PKP	

UNITED SOIL CLASSIFICATION SYSTEM  
(ASTM D-2487)

Major Division	Group Symbol	Typical Names	Classification Criteria					
Coarse-grained soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	GW	Well-graded gravels and gravel-sand mixtures, little or no fines	$C_u = D_{60}/D_{10}$ greater than 4 $C_z = (D_{30})^2/(D_{10} \times D_{60})$ between 1 & 3 Not meeting both criteria for GW Atterberg limits plot below "A" line or plasticity index less than 4 Atterberg limits plot above "A" line and plasticity index greater than 7 GW, GP, SW, SP GM, GC, SM, SC Borderline classification requiring use of dual symbol				
		GP	Poorly graded gravels and gravel-sand mixtures, little or no fines					
		GM	Silty gravels, gravel-sand-silt mixtures					
		GC	Clayey gravels, gravel-sand-clay mixtures					
		SW	Well-graded sands and gravelly sands, little or no fines					
	Sands More than 50% of coarse fraction passes No. 4 sieve	SP	Poorly graded sands and gravelly sands, little or no fines		Less than 5% pass No. 200 sieve More than 12% pass No. 200 sieve 5% to 12% pass No. 200 sieve Classification on basis of percentage of fines $C_u = D_{60}/D_{10}$ greater than 6 $C_z = (D_{30})^2/(D_{10} \times D_{60})$ between 1 & 3 Not meeting both criteria for SW Atterberg limits plot below "A" line or plasticity index less than 4 Atterberg limits plot above "A" line and plasticity index greater than 7			
		SM	Silty sands, sand-silt mixtures					
		SC	Clayey sands, sand-clay mixtures					
		Fine-grained soils 50% or more passing No. 200 sieve	Silts and Clays Liquid limit 50% or less			ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands	Note: U-line represents approximate upper limit of LL and PI combinations natural soils (empirically determined). ASTM D-2487 
						CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	
Silts and Clays Liquid limit greater than 50%	OL		Organic silts and organic silty clays of low plasticity					
	MH		Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts					
	CH		Inorganic clays of high plasticity, fat clays					
	OH	Organic clays of medium to high plasticity						
Highly organic soils	Pt	Peat, muck and other highly organic soils	Fibrous organic matter; will char, burn or glow					

Borderline classifications, used for soils possessing characteristics of two groups, are designated by combinations of group symbols. For example: GW-GC, well-graded gravel-sand mixture with clay binder



UNIFIED SOIL  
CLASSIFICATION  
SYSTEM

## REFERENCE NOTES FOR BORING LOGS

### I. Drilling and Sampling Symbols:

SS – Split Spoon Sampler	RB – Rock Bit Drilling
ST – Shelby Tube Sampler	BS – Bulk Sample of Drilling
RC – Rock Core: NX, BX, AX	PA – Power Auger (no sample)
PM – Pressuremeter	HSA – Hollow Stem Auger
DC – Dutch Cone Penetrometer	WS – Wash Sample

Standard Penetration (Blows/Ft) refers to the blows per foot of a 140 lb. hammer falling 30 inches on a 2 inch O.D. split spoon sampler, as specified in ASTM D-1586. The blow count is commonly referred to as the N-value.

### II. Correlation of Penetration Resistances to Soil Properties:

<u>Relative Density-Sands, Silts</u>		<u>Consistency of Cohesive Soils</u>	
<u>SPT – N</u>	<u>Relative Density</u>	<u>Unconfined Compressive Strength, <math>Q_p</math>, tsf</u>	<u>Consistency</u>
0 – 3	Very Loose	under 0.25	Very Soft
4 – 9	Loose	0.25 – 0.49	Soft
10 – 29	Medium Dense	0.50 – 0.99	Firm
30 – 49	Dense	1.00 – 1.99	Stiff
50 – 80	Very Dense	2.00 – 3.99	Very Stiff
		4.00 – 8.00	Hard
		over 8.00	Very Hard

### III. Unified Soil Classification Symbols:

GP –	Poorly Graded Gravel	ML –	Low Plasticity Silt
GW –	Well Graded Gravel	MH –	High Plasticity Silt
GM –	Silty Gravel	CL –	Low Plasticity Clay
GC –	Clayey Gravel	CH –	High Plasticity Clay
SP –	Poorly Graded Sand	OL –	Low Plasticity Organic
SW –	Well Graded Sand	OH –	High Plasticity Organic
SM –	Silty Sand	CL-ML –	Dual Classification
SC –	Clayey Sand		(Typical)

### IV. Water Level Measurement Symbol:

WL –	Water Level	BCR –	Before Casing Removal
WS –	While Sampling	ACR –	After Casing Removal
WD –	While Drilling	WCI –	Wet Cave In
		DCI –	Dry Cave In

The water levels are those water levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in a granular soil. In clays and plastic silts, the accurate determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally applied.



GENERAL NOTES

- 1 ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE DETAILS IN THE PLANS, THE SPECIAL PROVISIONS INCLUDED IN THE CONTRACT DOCUMENTS AND THE LATEST EDITION OF THE FOLLOWING STATE OF ILLINOIS SPECIFICATIONS: THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (REFERRED TO AS THE STANDARD SPECIFICATIONS), THE SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, THE MANUAL OF TEST PROCEDURES FOR MATERIALS AND THE STANDARD SPECIFICATIONS FOR HIGHWAY AND SEWER MAIN CONSTRUCTION IN ILLINOIS
- 2 UTILITY LOCATIONS HAVE NOT BEEN SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR SURFACE UTILITIES, INCLUDING SPRINKLER SYSTEMS. THE CONTRACTOR SHALL ALSO VERIFY THE DEPTHS OF THE EXISTING UTILITIES IF NECESSARY TO VERIFY THAT GRADE DIFFERENCES WILL NOT OCCUR WITH ANY PROPOSED UTILITIES PRIOR TO CONSTRUCTION AND ORDERING ANY MATERIALS. ANY RELOCATION OR LOWERING OF UTILITIES SHALL BE COORDINATED BY THE CONTRACTOR. THE COST OF THIS EXPLORATION SHALL BE INCLUDED IN THE COST OF THE PROPOSED UTILITY CONSTRUCTION
- 3 CONSTRUCTION STAKING WILL BE PROVIDED BY THE VILLAGE
- 4 ALL JOB SITES SHALL BE CLEAN AND SWEEPED AFTER FINAL PAVING. THE COST OF CLEANING AND SWEEPING SHALL BE INCLUDED IN THE COST OF THE RELATED PAY ITEMS
- 5 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL DISPOSAL OF ALL WASTE MATERIAL AND ALL ASSOCIATED COSTS. THESE COSTS SHALL INCLUDE BUT ARE NOT LIMITED TO ANY REQUIRED TESTING, LAB ANALYSIS, CERTIFICATION BY A LICENSED PROFESSIONAL AND STATE AND LOCAL TIPPING FEES ASSOCIATED WITH MEETING THE REQUIREMENTS OF PUBLIC ACT 86-1116
- 6 THE VILLAGE FULLY EXPECTS THE CONTRACTOR TO COMPLETE ALL WORK PRIOR TO THE COMPLETION DATE SPECIFIED IN THE SPECIAL PROVISIONS. THE SUCCESSFUL CONTRACTOR SHALL SUBMIT A SCHEDULE PRIOR TO STARTING ANY WORK AND SUBMIT WEEKLY PROGRESS REPORTS TO BE USED FOR UPDATING THE VILLAGE'S WEBSITE AND SHOW THAT WORK IS PROGRESSING ON SCHEDULE.
- 7 IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY AND ALL NECESSARY STATE OR COUNTY PERMITS
- 8 NO CONSTRUCTION WORK SHALL BE DONE DURING STORMY, FREEZING OR INCLEMENT WEATHER EXCEPT THAT WHICH CAN BE DONE IN A MANNER TO SECURE FIRST CLASS CONSTRUCTION THROUGHOUT, AND THEN ONLY SUBJECT TO PRIOR WRITTEN PERMISSION OF THE ENGINEER
- 9 UNLESS OTHERWISE NOTED, ANY STREET SIGNS REMOVED AND/OR DAMAGED DURING, OR AS A RESULT OF THE CONSTRUCTION SHALL BE REPLACED AT THE ORIGINAL LOCATION WITH THE ORIGINAL UNDAMAGED SIGN OR AN APPROVED EQUAL AT NO COST TO THE VILLAGE
- 10 THE UNIT PRICE FOR ALL SIDEWALK, CURB AND DRIVEWAY REMOVAL ITEMS SHALL INCLUDE SAW-CUTTING RINSING WITH WATER AFTER SAW-CUTTING AND REMOVAL OF EXISTING TO THE PROPOSED DEPTH
- 11 THE CONTRACTOR WILL BE RESPONSIBLE FOR DELIVERING A COPY OF ANY AND ALL MATERIAL DELIVERY TICKETS TO THE ENGINEER ON THE DAY THE MATERIAL IS DELIVERED
- 12 BITUMINOUS MATERIALS (TACK COAT) SHALL BE APPLIED AT THE RATE SPECIFIED ON THE DAY OF PAVING
- 13 IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PRESERVE ALL LANDSCAPE, SPRINKLER SYSTEM COMPONENTS, ANY DAMAGE SHALL BE REPAIRED OR REPLACED WITHIN SEVEN CALENDAR DAYS AT NO COST TO THE VILLAGE
- 14 ROADS SHALL BE CLOSED TO THRU TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH THE DETAIL FOR TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR MINOR STREET CLOSED TO THRU TRAFFIC. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR EMERGENCY VEHICLES AT ALL TIMES. LOCAL TRAFFIC AND ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED TO THE EXTENT PRACTICABLE. THE CONTRACTOR IS EXPECTED TO USE CONSTRUCTION STAGING AND/OR OTHER MEANS TO MAINTAIN LOCAL TRAFFIC AND ACCESS TO ADJACENT PROPERTIES
- 15 THE CONTRACTOR SHALL NOTIFY THE VILLAGE PUBLIC WORKS DIRECTOR AT LEAST 48 HOURS IN ADVANCE OF BEGINNING WORK TO OBTAIN UTILITY LOCATIONS
- 16 TRANSITIONS FROM CURB AND GUTTER TO PROPOSED SHOULDER SECTIONS WILL BE MEASURED AND PAID FOR AS PORTLAND CEMENT CONCRETE SHOULDERS. 12"
- 17 THE CONTRACTOR MAY OBTAIN MUNICIPAL WATER IN BULK AT NO CHARGE AS LONG AS THERE IS NOT A WATERBURY BAN IN EFFECT. THE APPROPRIATE USE OF FIRE HYDRANTS IS STRICTLY PROHIBITED. WATER FOR FULFILLMENT SHALL BE METRED OR OTHERWISE ACCOUNTED FOR AND A DAILY LOG MAINTAINED. THE CONTRACTOR SHALL PROVIDE THE WATER RUCK AND DRIVER REQUIRED TO OBTAIN AND TRANSPORT THIS WATER. THE VILLAGE RESERVES THE RIGHT TO RESTRICT OR REFUSE THE USE OF VILLAGE WATER IF DEEMED NECESSARY
- 18 ACCESS TO PRIVATE DRIVEWAYS SHALL BE PROVIDED AT ALL TIMES EXCEPT DURING ACTUAL CONSTRUCTION. ADJACENT THERE TO TEMPORARY RAYS SHALL BE CONSTRUCTED AS NEEDED TO PROVIDE SUCH ACCESS, UTILIZING TEMPORARY ACCESS
- 19 IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER, RESIDENTS AND THE VILLAGE WHEN ACCESS TO DRIVEWAYS WILL BE TEMPORARILY CLOSED DUE TO CURB AND GUTTER AND/OR DRIVEWAY REPLACEMENT. THE CONTRACTOR SHALL DISTRIBUTE NOTICES PROVIDED BY THE VILLAGE TO RESIDENTS AT LEAST 24 HOURS PRIOR TO PLANNED CLOSURE. EVERY EFFORT SHALL BE MADE TO ACCOMMODATE ACCESS TO THESE PROPERTIES INCLUDING KNOCKING ON DOORS WHEN DRIVEWAYS ARE ABOUT TO BE CLOSED
- 20 THE CONTRACTOR SHALL PROVIDE AND INSTALL TWO (2) WEIGHTED SANDBAGS ON EACH TYPE I OR TYPE II BARRICADE USED. ONE (1) WEIGHTED SANDBAG SHALL BE PLACED ACROSS EACH BOTTOM RAIL
- 21 A 1/2-INCH THICK EXPANSION JOINT SHALL BE PROVIDED AT THE JUNCTION OF CONCRETE DRIVEWAY PAVEMENT AND PORTLAND CEMENT CONCRETE SHOULDERS. THIS WORK WILL BE INCLUDED IN THE COST OF PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

- 22 THE CONTRACTOR SHALL CONTACT THE LOCAL AGENCY MATERIAL INSPECTOR AT LEAST 48 HOURS PRIOR TO ANY CONCRETE OR HOT-MIX ASPHALT MATERIAL DELIVERIES
- 23 THE DAYS PAVING OPERATION SHOULD RESULT IN A SINGLE TRANSVERSE JOINT. ANY COLD LONGITUDINAL JOINTS WILL NOT BE ACCEPTED. PROVIDING A SINGLE TRANSVERSE JOINT SHALL BE ACCOMPLISHED BY PAVING ONE LANE OF SUFFICIENT LENGTH THAT WILL ALLOW FOR THE PAVING OF THE ADJACENT LANE IN THE SAME DAY
- 24 PDF'S OF THE LATEST FULL SIZE PLAN SET AND SPECIAL PROVISIONS WILL BE PROVIDED ON A CD WHICH WILL BE GIVEN TO THE GENERAL CONTRACTOR AT THE PRECONSTRUCTION CONFERENCE FOR HIS USE. ADDITIONAL PAPER COPIES WILL NOT BE DISTRIBUTED BY THE ENGINEER
- 25 ALL POSTS, HEADWALLS, END SECTIONS, RAILROAD TIES, DECORATIVE STONES, BRICKS, AND TIMBERS IN CONFLICT WITH THE PROPOSED IMPROVEMENTS SHALL BE REMOVED AND RELOCATED AS DETERMINED BY THE ENGINEER AT THE TIME OF CONSTRUCTION. THE COST OF THIS WORK SHALL BE INCLUDED IN THE UNIT COST FOR EARTH EXCAVATION. EVERY EFFORT SHALL BE MADE BY THE CONTRACTOR WHEN REMOVING THESE ITEMS TO PRESERVE THEM FROM HARM. ITEMS NOT RELOCATED SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR
- 26 FURNISHED EXCAVATION FROM AN OFF-SITE LOCATION IF NECESSARY, SHALL BE INCLUDED IN THE ITEM EARTH EXCAVATION
- 27 THE COST OF MAKING ANY SEWER CONNECTIONS TO EXISTING DRAINAGE STRUCTURES OR PIPE SHALL BE INCLUDED IN THE COST OF THE NEW SEWER OR STRUCTURE. ANY ADDITIONAL STORM SEWER PIPE REQUIRED TO MAKE THE CONNECTION SHALL BE OF THE SAME SIZE AND MATERIAL TYPE AS THE EXISTING STORM SEWER AND SHALL BE INCLUDED IN THE COST OF THE SEWER OR STRUCTURE
- 28 IN ALL TRENCHES CROSSING DRIVEWAYS, SIDEWALKS AND ALL PROPOSED AND EXISTING ROADWAYS, THE MATERIAL FOR THE TOP 12 INCHES SHALL BE CA-6 CRUSHED GRAVEL OR CRUSHED STONE AND BE INCLUDED IN THE PAY ITEM FOR TRENCH BACKFILL
- 29 FRAME ELEVATIONS GIVEN ON THE PLANS ARE ONLY TO ASSIST THE CONTRACTOR IN DETERMINING THE APPROXIMATE OVERALL HEIGHT OF THE STRUCTURE. FRAMES ON ALL NEW STRUCTURES SHALL BE ADJUSTED TO THE FINAL ELEVATION OF THE AREA IN WHICH THEY ARE LOCATED AS PART OF COST OF THE STRUCTURE
- 30 A PORTABLE BATHROOM(S) SHALL BE PLACED ON THE JOB SITE(S) AND RELOCATED WHEN NECESSARY SO IT IS ACCESSIBLE TO WORKERS. IF WORK IS OCCURRING AT SEVERAL LOCATIONS, ONE PORTABLE BATHROOM SHALL BE PLACED AT EACH LOCATION WITHIN A REASONABLE DISTANCE FROM THE WORK AS DETERMINED BY THE ENGINEER. THIS SHALL BE INCLUDED IN THE PAY ITEM FOR MOBILIZATION
- 31 DURING CONSTRUCTION, THE CONTRACTOR WILL BE PERMITTED TO LIMIT ON STREET PARKING IN ORDER TO COMPLETE CONSTRUCTION OPERATIONS. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE WITH THE MUNICIPALITY A MINIMUM OF 48 HOURS IN ADVANCE. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PLACE ADVANCE SIGNS TO ALERT RESIDENTS AND COMMUTERS OF THE CONSTRUCTION WORK. THE PLACEMENT OF THESE SIGNS SHALL TAKE PLACE 48 HOURS IN ADVANCE IN ORDER TO ALLOW SUFFICIENT TIME FOR RESIDENTS AND GENERAL PUBLIC TO REVISE THEIR PARKING PATTERNS
- 32 IT IS ANTICIPATED THAT UTILITY STRUCTURES, DRAINAGE STRUCTURES, AND FIRE HYDRANTS WILL REQUIRE ADJUSTMENT DUE TO CHANGES IN THE GRADE OF DITCHES AND PAVEMENT TO MAKE THE NECESSARY ADJUSTMENTS. THE FOLLOWING QUANTITIES HAVE BEEN INCLUDED TO BE USED AS DIRECTED BY THE ENGINEER:
 

FIRE HYDRANTS TO BE ADJUSTED	5	EACH
DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	20	EACH
DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	5	EACH
- 33 IF MATERIAL IS TAKEN TO AN IEPA APPROVED COCD OR USFO FILL SITE, THE CONTRACTOR IS RESPONSIBLE FOR THE TESTING REQUIRED BY THE SITE WHICH INCLUDES: CERTIFYING SOILS ARE UNCONTAMINATED AND WITHIN PH OF 6.25 TO 9.0, COMPLETION OF EPA FORM LPC-863 BY A LICENSED P.E. AND ADDITIONAL ANALYTICAL TESTING REQUIRED BY THE DISPOSAL SITE AND/OR ENGINEER. THE ENGINEER SHALL BE PROVIDED COPIES OF ALL TEST RESULTS AND CERTIFICATIONS (INCLUDING LPC 663) ALL SOIL ANALYSIS AND CERTIFICATIONS COMPLETED BY THE CONTRACTOR SHALL BE INCLUDED IN THE APPLICABLE EXCAVATION PAY ITEMS

INDEX OF SHEETS

1	COVER SHEET
2	GENERAL NOTES, INDEX OF SHEETS, AND LIST OF HIGHWAY STANDARDS
3	SUMMARY OF QUANTITIES
4	TYPICAL SECTIONS
5	ROAD PLANS - ROBINHOOD DRIVE
6	ROAD PLANS - 167TH PLACE
7 - 9	DITCH GRADING PLANS
10	EROSION CONTROL PLAN
11	TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR MINOR STREET CLOSED TO THRU TRAFFIC

LIST OF HIGHWAY STANDARDS

000001-06	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
280001-07	TEMPORARY EROSION CONTROL SYSTEMS
608001-06	CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
701001-02	OFF-ROAD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5 m) AWAY
701006-05	OFF-ROAD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE
701011-04	OFF-ROAD MOVING OPERATIONS, 2L, 2W, DAY ONLY
701301-04	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701311-03	LANE CLOSURE 2L, 2W MOVING OPERATIONS - DAY ONLY
701501-06	URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
701901-05	TRAFFIC CONTROL DEVICES
725001	OBJECT AND TERMINAL MARKERS
728001-01	TELESCOPING STEEL SIGN SUPPORT

DESIGNED	JCC	REVISED	06-17-2016
DRAWN	KAR	REVISED	
CHECKED	JCC	REVISED	
DATE	06-17-16	FILE	1503519H-ConNotes.dgn

VILLAGE OF ORLANDO PARK, ILLINOIS  
FERNWAY SUBDIVISION IMPROVEMENTS

GENERAL NOTES, INDEX OF SHEETS, AND  
LIST OF HIGHWAY STANDARDS

SCALE: NONE

STA. TO STA.

E.A.P. SITE	SECTION	COUNTY	TOTAL SHEET NO.
			1 OF 2
		COOK	CONTRACT NO.
P.L. ROAD DIST. NO. ILLINOIS, I.E.E. AND PROJECT			

Special Provisions  
150351

Village of Orland Park  
Fernway Subdivision Improvements  
County: Cook

representative will be available at any time, day or night, to correct, add to or modify any traffic control devices or provisions to assure safe and efficient traffic operations.

The Contractor will not be allowed to close any street to through travel without the prior approval of the Engineer. The Contractor will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances as the Engineer deems necessary to guarantee the safety of motorists and pedestrians during construction.

Cross streets will be closed as necessary with the Contractor supplying proper barricades and detour signing. The Contractor shall report all necessary closures to the Village Engineering Department, who will then notify the police and fire department.

Additionally, construction tools and equipment can be operated only from 8:00 am to 8:00 pm weekdays and from 8:00 am to 4:00 pm on Saturdays.



The cost for this work shall be considered included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

### **TRAFFIC CONTROL PLAN**

This work shall be done in accordance with applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details, notes, and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein.

Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701001, 701006, 701011, 701301, 701311, 701501, 701901

#### DETAILS:

Typical Application of Traffic Control Devices For Minor Street Closed To Thru Traffic

#### SPECIAL PROVISIONS (Included in these Special Provisions):

Public Convenience and Safety  
Traffic Control Plan  
Traffic Control and Protection



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/28/2016
--------------------------------

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).

<b>PRODUCER</b> Columbian Agency a Division of Hub International 1005 Laraway Road New Lenox IL 60451	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">CONTACT NAME: Ana Fister</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PHONE (A/C No. Ext): 815-215-4722</td> </tr> <tr> <td style="border-bottom: 1px solid black;">E-MAIL ADDRESS: Ana.Fister@HUBInternational.com</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: right;">FAX (A/C, No): 815-215-4762</td> </tr> </table>	CONTACT NAME: Ana Fister	PHONE (A/C No. Ext): 815-215-4722	E-MAIL ADDRESS: Ana.Fister@HUBInternational.com	FAX (A/C, No): 815-215-4762																					
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<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; width: 80%;">INSURED</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td style="padding: 5px;">           P.T. Ferro Construction Co Inc            700 Rowell Ave            PO Box 156            Joliet IL 60434         </td> <td style="text-align: center; vertical-align: top; padding: 5px;">           PTFER-1            23035            25674            24074            16691            19437         </td> </tr> </table>	INSURED	NAIC #	P.T. Ferro Construction Co Inc 700 Rowell Ave PO Box 156 Joliet IL 60434	PTFER-1 23035 25674 24074 16691 19437	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A :Liberty Mutual</td> <td colspan="2" style="text-align: center;">23035</td> </tr> <tr> <td>INSURER B :Travelers Property Casualty</td> <td colspan="2" style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C :The Ohio Casualty Group</td> <td colspan="2" style="text-align: center;">24074</td> </tr> <tr> <td>INSURER D :Great American Ins Co</td> <td colspan="2" style="text-align: center;">16691</td> </tr> <tr> <td>INSURER E :Lexington Ins Co</td> <td colspan="2" style="text-align: center;">19437</td> </tr> <tr> <td colspan="3">INSURER F :</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :Liberty Mutual	23035		INSURER B :Travelers Property Casualty	25674		INSURER C :The Ohio Casualty Group	24074		INSURER D :Great American Ins Co	16691		INSURER E :Lexington Ins Co	19437		INSURER F :		
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INSURER F :																										

**COVERAGES** **CERTIFICATE NUMBER: 930579584** **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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	TB7Z91453314025	12/31/2015	12/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2Z91453314015	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			EJ0(16)55775657 TUE001659906	12/31/2015 12/31/2015	12/31/2016 12/31/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Excess Umb \$20,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC2Z91453314045	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	<b>Leased/Rented Equipment            Installation Floater            POLLUTION LIABILITY</b>			QT660477M8099 QT660477M8099 CPO14235090	12/31/2015 12/31/2015 12/31/2015	12/31/2016 12/31/2016 12/31/2018	Limit: \$650,000 Ded: 2%/\$1k Min OCCURRENCE/AGGREGA-\$1,000,000 TE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 RE: FERNWAY SUBDIVISION ROADWAY & DITCH GRADING IMPROVEMENTS 2016

Village of Orland Park, its trustees, officers, directors, agents, employees, representatives and assigns are additional insureds, on a primary, noncontributory basis on the General Liability and Auto Liability policies if required by written contract. Waivers of subrogation apply to General Liability & Workers Compensation in favor of the additional insureds if required by written contract.

<b>CERTIFICATE HOLDER</b>  Village of Orland Park 14700 S. Ravinia Avenue Orland park IL 60462	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** P.T. Ferro Construction Company, Inc.

**Endorsement Effective Date:** 12/31/2015

### **SCHEDULE**

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

Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**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 Person or Organization:**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

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

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

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 site 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.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
**SCHEDULE**

<p><b>Name of Person or Organization:</b></p> <p>All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.</p>
<p><b>Location And Description of Completed Operations:</b></p> <p>All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.</p>
<p><b>Additional Premium:</b></p>

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

**Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard."

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

**ILLINOIS COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Index of modified items:

- Item 1. Reasonable Force
- Item 2. Non-Owned Watercraft Extension
- Item 3. Damage To Premises Rented To You - Expanded Coverage
- Item 4. Bodily Injury To Co-Employees
- Item 5. Knowledge Of Occurrence
- Item 6. Notice Of Occurrence
- Item 7. Unintentional Errors And Omissions
- Item 8. Bodily Injury Redefinition
- Item 9. Supplementary Payments – Increased Limits
- Item 10. Property In Your Care, Custody Or Control
- Item 11. Mobile Equipment Redefinition
- Item 12. Newly Formed Or Acquired Entities
- Item 13. Blanket Additional Insured Where Required By Written Contract
  - Lessors of Leased Equipment
  - Managers or Lessors of Premises
  - Mortgagees, Assignees or Receivers
  - Owners, Lessees or Contractors
  - Architects, Engineers or Surveyors
  - Any Person or Organization
- Item 14. Blanket Additional Insured – Grantors Of Permits
- Item 15. Waiver Of Right Of Recovery By Written Contract Or Agreement
- Item 16. Other Insurance Amendment
- Item 17. Contractual Liability - Railroads

**Item 1. Reasonable Force**

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

**a. Expected Or Intended Injury**

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

**Item 2. Non-Owned Watercraft Extension**

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

### Item 3. Damage To Premises Rented To You - Expanded Coverage

A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

a. \$300,000; or

b. The Damage To Premises Rented To You Limit shown on the Declarations.

C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

### Item 4. Bodily Injury To Co-Employees

A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or



- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

- B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

**Item 5. Knowledge Of Occurrence**

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

**Item 6. Notice Of Occurrence**

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

**Item 7. Unintentional Errors And Omissions**

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Item 8. Bodily Injury Redefinition**

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

**Item 9. Supplementary Payments - Increased Limits**

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

**Item 10. Property In Your Care, Custody Or Control**

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 10.

**Item 11. Mobile Equipment Redefinition**

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

**Item 12. Newly Formed Or Acquired Entities**

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.
  - a. Coverage under this provision is afforded only until:
    - (1) The 180th day after you acquire or form the organization;
    - (2) Separate coverage is purchased for the organization; or
    - (3) The end of the policy period,whichever is earlier.
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**Item 13. Blanket Additional Insured Where Required By Written Contract**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

**e. Additional Insured by Written Contract or Written Agreement**

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- (b) Any premises for which coverage is excluded by endorsement.

- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

- (5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

- (6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations; or

(b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

- (1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

#### **Item 14. Blanket Additional Insured – Grantors Of Permits**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

#### **Item 15. Waiver Of Right Of Recovery By Written Contract Or Agreement**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

**Item 16. Other Insurance Amendment**

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**Item 17. Contractual Liability – Railroads**

Paragraph 9. of Section V - Definitions is replaced by the following:

**9. "Insured Contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

Issued by: Liberty Mutual

For attachment to Policy No WC2Z91453314045 Effective Date 12/31/2015 Premium \$ inc

Issued to: P T Ferro Construction Co Inc

Policy Number: AS2-Z91-453314-015  
Issued by: Liberty Mutual Fire Insurance Co.

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

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

As required in a written agreement

**Regarding Designated Contract or Project:**

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.





# Document A310™ – 2010

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*

P.T. Ferro Construction Co.  
700 South Rowell Avenue  
Joliet, IL 60434-0156

### **SURETY:**

*(Name, legal status and principal place of business)*

Continental Casualty Company  
333 S. Wabash, 41st Floor  
Chicago, IL 60604

### **OWNER:**

*(Name, legal status and address)*

Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462

**BOND AMOUNT:** \$ Ten Percent of Accompanying Bid – (10% of Bid)

### **PROJECT:**

*(Name, location or address, and Project number, if any)*

Fernway Subdivision Roadway and Ditch Grading Improvements 2016  
Village of Orland Park Invitation to Bid # 16-023

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

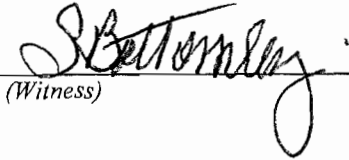
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of June, 2016

  
(Witness)

  
(Witness)

P.T. Ferro Construction Co.

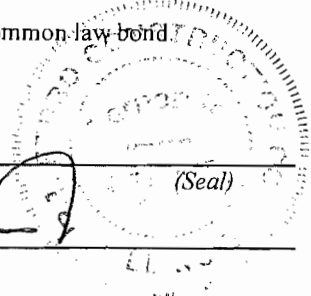
(Contractor as Principal)

(Title)

Continental Casualty Company

(Surety)

(Title) R.L. McWethy, Attorney-in-fact



(Seal)

(Seal)

Bond No. 929638224

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

P.T. Ferro Construction Co.  
700 South Rowell Avenue  
Joliet, IL 60434

**SURETY:**

*(Name, legal status and principal place of business)*

Continental Casualty Company  
333 S. Wabash Ave.  
Chicago, IL 60604  
**Mailing Address for Notices**

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.

**OWNER:**

*(Name, legal status and address)*

The Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, IL 60462

**CONSTRUCTION CONTRACT**

Date: July 27, 2016

Amount: \$ 877,959.10

Eight Hundred Seventy Seven Thousand Nine Hundred Fifty Nine Dollars and 10/100

**Description:**

*(Name and location)*

Fernway Subdivision Roadway & Ditch Grading Improvements 2016

**BOND**

Date: July 27, 2016

*(Not earlier than Construction Contract Date)*

Amount: \$ 877,959.10

Eight Hundred Seventy Seven Thousand Nine Hundred Fifty Nine Dollars and 10/100

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:

P.T. Ferro Construction Co.

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name  
and Title:

**SURETY**

Company:

Continental Casualty Company

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name  
and Title: R.L. McWethy  
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, a Div of HUB International Midwest Limited  
1005 W Laraway Road  
New Lenox, IL 60451  
815-215-4704

**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)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

Bond No. 929638224

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

P.T. Ferro Construction Co.  
700 South Rowell Avenue  
Joliet, IL 60434

**SURETY:**

*(Name, legal status and principal place of business)*

Continental Casualty Company  
333 S. Wabash Ave.  
Chicago, IL 60604  
**Mailing Address for Notices**

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.

**OWNER:**

*(Name, legal status and address)*

The Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, IL 60462

**CONSTRUCTION CONTRACT**

Date: July 27, 2016

Amount: \$ 877,959.10

Eight Hundred Seventy Seven Thousand Nine Hundred Fifty Nine Dollars and 10/100

Description:

*(Name and location)*

Fernway Subdivision Roadway & Ditch Grading Improvements 2016

**BOND**

Date: July 27, 2016

*(Not earlier than Construction Contract Date)*

Amount: \$ 877,959.10

Eight Hundred Seventy Seven Thousand Nine Hundred Fifty Nine Dollars and 10/100

Modifications to this Bond:

None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Company:

P.T. Ferro Construction Co.

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company:

Continental Casualty Company

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: R.L. McWethy  
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, a Div of HUB International Midwest Limited  
1005 W Laraway Road  
New Lenox, IL 60451  
815-215-4704

**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 mechanic's 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: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

STATE OF Illinois

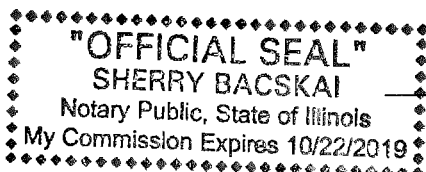
ss.:

COUNTY OF WILL

On this 27th day of July 2016, before me personally appeared R.L. McWethy, 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 Continental Casualty Company, the corporation described

in and which executed and 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.



[Signature]  
(Notary Public in and for the above County and State)

Bond-3768-A

My commission expires 10/22/2019

Surety  
Company  
Acknowledgment

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kevin J Scanlon, R L Mc Wethy, Gary A Eaton, Rob W Kegley Jr, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 26th day of October, 2015.

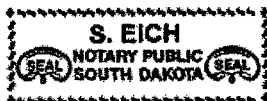


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruffat*  
Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of October, 2015, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

*S. Eich*  
S. Eich Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27th day of July, 2016.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Bult*  
D. Bult Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”