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

**Legistar File ID#:** 2019-0158 **Innoprise Contract #:** C19-0046

**Year:** 2019 **Amount:** $1,550,735.00

**Department:** Dev Services - Khurshid Hoda

**Contract Type:** Small Construction & Installation

**Contractors Name:** Austin Tyler Construction, Inc.

**Contract Description:** Village Hall Complex Improvements

**MAYOR**
Keith Pekau

**VILLAGE CLERK**
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
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

March 28, 2019

Mr. Gary Schumal
Austin Tyler Construction, Inc.
23343 S. Ridge Road
Elwood, Illinois 60421

NOTICE TO PROCEED – Village Hall Complex Improvements

Dear Mr. Schumal:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of March 26, 2019. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Khurshid Hoda at 708-403-6128 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be 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. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) fully executed contract dated March 22, 2019 in an amount not to exceed One Million Five Hundred Fifty Thousand Seven Hundred Thirty-Five and No/100 ($1,550,735.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Khurshid Hoda

**MAYOR**
Keith Pekau

**VILLAGE CLERK**
John C. Mehalek

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March 22, 2019

Mr. Gary Schumal
Austin Tyler Construction, Inc.
23343 S. Ridge Road
Elwood, Illinois 60421

NOTICE OF AWARD – Village Hall Complex Improvements

Dear Mr. Schumal:

This notification is to inform you that on March 18, 2019, the Village of Orland Park Board of Trustees approved awarding Austin Tyler Construction, Inc. the contract in accordance with the bid you submitted dated February 26, 2019, for *Village Hall Complex Improvements (including Alternates 1,2,3,4 & 7)* for an amount not to exceed One Million Five Hundred Fifty Thousand Seven Hundred Thirty-Five and No/100 ($1,550,735.00) 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 April 5, 2019.

- Attached is the Contract for *Village Hall Complex Improvements*. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.

- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please make note that additional insureds are the Village of Orland Park, Strand Associates, Inc., and StudioGC.

- Please submit Performance and Payment Bonds, dated March 22, 2019. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, and Performance & Payment 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
Purchasing & Contract Administrator

cc: Khurshid Hoda

ORLAND PARK

**Village Hall Complex Improvements**
**(Contract for Small Construction or Installation Project)**

This Contract is made this **22nd day of March, 2019** by and between VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and AUSTIN TYLER CONSTRUCTION, INC. (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

The Contract
The Terms and General Conditions pertaining to the Contract
The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder
- The Invitation to Bid issued February 11, 2019
- The Instructions to the Bidders ITB #19-004

The Bid Proposal as it is responsive to the VILLAGE's bid requirements
Certificate of Compliance
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:

Reconstruction of the north parking lot including pavement, sidewalk, and storm sewer removal, aggregate base, binder course, surface course, curb and gutter, storm sewer and structures, sidewalk, and pavement markings. Traffic control and sidewalk detours are required. The south parking lot will be restriped with pavement markings. Existing parking lot lighting and foundations will be removed and replaced with new foundations, unit duct, conduit, and light poles and fixtures in the north, south, and west parking lots. Bollard lighting shall be installed along the east main path from the south parking lot to the Village Hall. The Village Hall entrance sidewalk will be removed and replaced with brick pavers. The center of the roundabout at Ravinia Avenue and 147th Street shall be landscaped with shrubs, trees, perennials, and mulch. Two

decorative brick columns, planter urns, and Village lighted logos mounted on the columns will also be constructed within the center island. Stairs, railings, and bollard lighting will be added between Franklin Loebe Center (FLC) parking lot and the bridge between the Village Hall and FLC. The following Alternates shall also be included

Alternate No.1

Furnishing and installing new foundations, unit duct, conduit, and light poles and fixtures in the John Humphrey Complex parking lot;

Alternate No. 2

Furnishing and installing the addition of two additional decorative brick columns, planter urns, and Village lighted logos mounted on the columns in the center island of the Ravinia Avenue and 147th Street roundabout with traffic control and protection;

Alternate No. 3

Furnishing and installing bollard lighting along the west path from the Civic Center to the Village Hall;

Alternate No. 4

Furnishing and installing three collapsible bollards with base plates;

Alternate No. 7

Patching, milling the existing surface, and resurfacing the south parking lot under staged construction with traffic control and protection

(hereinafter referred to as the "WORK") as detailed in the VILLAGE'S Project Manual (Bid 19-004 Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

| | |
|---|---|
| Total Base Bid: | $1,248,555.75 |
| Alternate No.1 | $ 77,929.50 |
| Alternate No.2 | $ 64,718.00 |
| Alternate No.3 | $ 55,158.00 |
| Alternate No.4 | $ 3,600.00 |
| Alternate No.7 | $ 100,773.75 |

**TOTAL: an amount not to exceed One Million Five Hundred Fifty Thousand Seven Hundred Thirty-Five and No/100 ($1,550,735.00) Dollars**

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

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

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

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by July 15, 2019, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act,

Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

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

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

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

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

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

**To the VILLAGE:**
Denise Domalewski
Purchasing & 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:**
Gary S. Schumal
President
Austin Tyler Construction, Inc.
23343 S. Ridge Road
Elwood, Illinois 60421
Telephone: 815-726-1090
Facsimile: 815-726-1171
e-mail: gschumal@austin-tyler.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: _____

Print name: Joseph S. LaMargo

Its: Village Manager

Date: March 22, 2019

**FOR: THE CONTRACTOR**

By: _____

Print name: Gary S. Schumal

Its: **President**

Date: March 22, 2019

ORLAND PARK

# CONSTRUCTION CONTRACT
## Terms and General Conditions

Terms and General Conditions for the CONTRACT between the VILLAGE OF ORLAND PARK (the "VILLAGE") and AUSTIN TYLER CONSTRUCTION, INC. (the "CONTRACTOR") for Village Hall Complex Improvements (the "WORK") dated March 22, 2019 (the "CONTRACT").

## ARTICLE 1: DUTIES OF THE PARTIES

### 1.1. VILLAGE'S RIGHTS AND DUTIES

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

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

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

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

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

### 1.2. CONTRACTOR'S RIGHTS AND DUTIES

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

1.2.2. The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT

and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.

1.2.3. CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.

1.2.4. CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.

1.2.5. The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.

1.2.6. The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.

1.2.7. CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.

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: https://www2.illinois.gov/idol/Laws-Rules/CONMED/pages/2018-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 Project Manual dated February 11, 2019 which includes
- Invitation to Bid
- Instructions to the Bidders #19-004
- Specifications and Drawings, if any

2.1.5. Accepted Bid Proposal as it conforms to the bid requirements
2.1.6. Addenda, if any
2.1.7. Certificate 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 CONTRACTOR 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. CONTRACTOR shall also name as an additional insured the Consultants, Strand Associates, Inc. and StudioGC Inc. in the same manner as the VILLAGE. 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 A, 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 defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

## ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

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

## ARTICLE 13: EXECUTION OF CONTRACT

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

## ARTICLE 14: CHANGES IN THE WORK

14.1. All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by $10,000 or more, or that increases or decreases the

CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

## ARTICLE 15: TERMINATION

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

## EXHIBIT A

### 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, StudioGC and Strand Associates, Inc.

**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, StudioGC and Strand Associates, Inc.

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

$5,000,000 – Each Occurrence $5,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." Contractor shall also name as an additional insured the Consultants, Strand Associates, Inc. and StudioGC Inc. in the same manner as the VILLAGE. 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.

ORLAND PARK

BIDDER SUMMARY SHEET

ITB #19-004–Village Hall Complex Improvements

Project Name

Business Name: Austin Tyler Construction, Inc

Street Address: 23343 S Ridge Road

City, State, Zip: Elwood, IL 60421

Contact Name: Gary S. Schumal

Title: President

Phone: (815) 726-6090 Fax: (815) 726-1171

E-Mail address: GSCHUMAL@AUSTIN-TYLER.COM

| | |
|---|---|
| Total Base Bid | $ 1,248,555.75 |
| Alternate No. 1 | $ 77,929.50 |
| Alternate No. 2 | $ 64,718.00 |
| Alternate No. 3 | $ 55,158.00 |
| Alternate No. 4 | $ 3600.00 |
| Alternate No. 5 | $ 5100.00 |
| Alternate No. 6 | $ 60,904.50 |
| Alternate No. 7 | $ 100,773.75 |

(Please enter Total amounts from the Unit Price Sheet)

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Gary S. Schumal

Signature of Authorized Signee: Gary S. Schumal

Title: President Date: February 26, 2019

ORLAND PARK

CERTIFICATE OF COMPLIANCE

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

---

The undersigned Gary S. Schumal,
*(Enter Name of Person Making Certification)*

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

and on behalf of Austin Tyler Construction, Inc,
*(Enter Name of Business Organization)*

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes [X] No [ ]

Federal Employer I.D. #: 38-3900388
*(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
X Corporation ILLINOIS *(State of Incorporation)* 3/2013 *(Date of Incorporation)*

2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [X] No [ ]

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

3) ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS: Yes [X] 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 [X] 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) <u>EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT</u>: Yes [X] 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 [X] 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 https://www2.illinois.gov/idol/Laws-Rules/CONMED/pages/2018-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 [X] 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 SPONSORED (CERTIFICATE #'s Below

Brief Description of Program: LABORERS LOCAL 75 - IL017-0602,
OPERATORS LOCAL 150 - IL008780173, CEMENT FINISHERS LOCAL 11
IL004890005

8) TAX COMPLIANT: Yes [X] 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 Certificate 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 Certification 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:

Signature of Authorized Officer

Gary S. Schumal

Name of Authorized Officer

President

Title

February 24, 2019

Date

ORLAND PARK

ITB 19-004
Village Hall Complex Improvements
Unit Price Sheet

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | EXPLORATORY EXCAVATION | 3 | EACH | $1,225.00 | $ 3,675.00 |
| 2 | EARTH EXCAVATION | 1 | LSUM | $76,000.00 | $ 76,000.00 |
| 3 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | 90 | CU YD | $22.00 | $ 1,980.00 |
| 4 | TRENCH BACKFILL | 120 | CU YD | $68.00 | $ 8,160.00 |
| 5 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | 270 | SQ YD | $1.40 | $ 378.00 |
| 6 | RESTORATION-SOD | 1 | LSUM | $34,000.00 | $ 34,000.00 |
| 7 | RESTORATION-SEED | 1 | LSUM | $1,000.00 | $ 1,000.00 |
| 8 | TEMPORARY EROSION AND SEDIMENT CONTROL | 1 | LSUM | $6,000.00 | $ 6,000.00 |
| 9 | TREE, CELTIS OCCIDENTALIS CHICAGOLAND, (CHICAGOLAND HACKBERRY), 4-IN CALIPER, BALLED AND BURLAPPED | 1 | EACH | $1,050.00 | $ 1,050.00 |
| 10 | TREE, GYMNOCLADUS DIOICUS (KENTUCKY COFFEETREE), 4-IN CALIPER, BALLED AND BURLAPPED | 1 | EACH | $1,050.00 | $ 1,050.00 |
| 11 | TREE, ULMUS X FRONTIER (FRONTIER ELM), 4-IN CALIPER, BALLED AND BURLAPPED | 1 | EACH | $1,000.00 | $ 1,000.00 |
| 12 | EVERGREEN, JUNIPERUS X PFITZERIANA SEA GREEN (SEA GREEN JUNIPER), 2-IN WIDTH | 6 | EACH | $65.00 | $ 390.00 |
| 13 | SHRUB, CORNUS SERICEA 'FARROW' (REDOSIER DOGWOOD ARCTIC FIRE), 3-FT HEIGHT, BALLED AND BURLAPPED | 12 | EACH | $70.00 | $ 840.00 |
| 14 | PERENNIAL PLANTS, ORNAMENTAL TYPE, 1-GALLON POT | 1.94 | UNIT | $2,125.00 | $ 4,122.50 |
| 15 | PERENNIAL PLANTS, ORNAMENTAL TYPE, 2-GALLON POT | 0.12 | UNIT | $4,800.00 | $ 576.00 |
| 16 | HARDWOOD MULCH 3-IN | 25 | CU YD | $95.00 | $ 2,375.00 |
| 17 | AGGREGATE SUBGRADE IMPROVEMENT | 90 | CU YD | $45.00 | $ 4,050.00 |
| 18 | AGGREGATE BASE COURSE TYPE B, 9-IN | 3,320 | SQ YD | $0.01 | $ 33.20 |
| 19 | BITUMINOUS MATERIALS (PRIME COAT) | 18,745 | POUND | $0.01 | $ 187.45 |
| 20 | BITUMINOUS MATERIALS (TACK COAT) | 1,200 | POUND | $0.01 | $ 12.00 |
| 21 | HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 | 439 | TON | $83.00 | $ 36,437.00 |
| 22 | HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 | 220 | TON | $115.00 | $ 25,300.00 |
| 23 | PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH | 2,634 | SQ FT | $12.50 | $ 32,925.00 |
| 24 | PORTLAND CEMENT CONCRETE SIDEWALK 8-IN | 1,350 | SQ FT | $15.00 | $ 20,250.00 |
| 25 | PORTLAND CEMENT CONCRETE SIDEWALK 5-IN (SPECIAL) | 460 | SQ FT | $25.00 | $ 11,500.00 |
| 26 | DETECTABLE WARNINGS | 370 | SQ FT | $30.00 | $ 11,100.00 |
| 27 | PREFORMED THERMOPLASTIC PAVEMENT MARKING VILLAGE LOGO | 2 | EACH | $4,200.00 | $ 8,400.00 |
| 28 | PAVEMENT REMOVAL | 2,550 | SQ YD | $7.00 | $ 17,850.00 |

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ORLAND PARK

ITB 19-004
Village Hall Complex Improvements
Unit Price Sheet

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 29 | COMBINATION CURB AND GUTTER REMOVAL | 1505 | FT | $6.50 | $ 9,782.50 |
| 30 | SIDEWALK REMOVAL | 4,170 | SQ FT | $1.30 | $ 5,421.00 |
| 31 | SIDEWALK REMOVAL (SPECIAL) | 460 | SQ FT | $14.50 | $ 6,670.00 |
| 32 | BENCH INSTALLATION (VILLAGE FURNISHED) | 1 | EACH | $1,050.00 | $ 1,050.00 |
| 33 | BIKE RACK INSTALLATION (VILLAGE FURNISHED) | 4 | EACH | $1,050.00 | $ 4,200.00 |
| 34 | BOLLARD REMOVAL | 3 | EACH | $250.00 | $ 750.00 |
| 35 | REINFORCEMENT BARS | 692 | POUND | $7.50 | $ 5,190.00 |
| 36 | PIPE HANDRAIL | 70 | FT | $200.00 | $ 14,000.00 |
| 37 | STORM SEWER REMOVAL | 200 | FT | $20.00 | $ 4,000.00 |
| 38 | PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12-IN | 1 | EACH | $1,650.00 | $ 1,650.00 |
| 39 | STORM SEWERS, CLASS A, 12-IN | 249 | FT | $47.00 | $ 11,703.00 |
| 40 | MANHOLES, TYPE A, 4-FT DIA., TYPE 23 FRAME AND GRATE, OPEN LID | 1 | EACH | $2,500.00 | $ 2,500.00 |
| 41 | MANHOLES, TYPE A, 4-FT-DIA., TYPE 11 FRAME AND GRATE | 4 | EACH | $2,500.00 | $ 10,000.00 |
| 42 | INLETS, TYPE A, TYPE 1 FRAME, OPEN LID | 1 | EACH | $1,450.00 | $ 1,450.00 |
| 43 | INLETS, TYPE A, TYPE 8 GRATE | 1 | EACH | $2,100.00 | $ 2,100.00 |
| 44 | INLETS, TYPE A, TYPE 11 FRAME AND GRATE | 1 | EACH | $1,600.00 | $ 1,600.00 |
| 45 | DRAINAGE AND UTILITY STRUCTURE ADJUSTMENT (SPECIAL) | 5 | EACH | $1,100.00 | $ 5,500.00 |
| 46 | DRAINAGE STRUCTURE TO BE REMOVED | 1 | EACH | $500.00 | $ 500.00 |
| 47 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 | 1,389 | FT | $25.00 | $ 34,725.00 |
| 48 | CONCRETE CURB, TYPE B | 214 | FT | $45.00 | $ 9,630.00 |
| 49 | COMBINATION CURB AND GUTTER REMOVAL & REPLACEMENT | 100 | FT | $60.00 | $ 6,000.00 |
| 50 | CONCRETE MEDIAN, TYPE SB-6.12 | 665 | SQ FT | $17.00 | $ 11,305.00 |
| 51 | CONSTRUCTION STAKING AND LAYOUT | 1 | L SUM | $20,000.00 | $ 20,000.00 |
| 52 | MOBILIZATION | 1 | L SUM | $23,500.00 | $ 23,500.00 |
| 53 | TRAFFIC CONTROL AND PROTECTION, (SPECIAL) | 1 | L SUM | $15,000.00 | $ 15,000.00 |
| 54 | TEMPORARY PAVEMENT MARKING-LETTERS AND SYMBOLS | 35 | SQ FT | $6.00 | $ 210.00 |
| 55 | TEMPORARY PAVEMENT MARKING-LINE 4-IN | 760 | FT | $1.50 | $ 1,140.00 |
| 56 | TEMPORARY PAVEMENT MARKING-LINE 6-IN | 315 | FT | $2.50 | $ 787.50 |
| 57 | PAINT PAVEMENT MARKING-LETTERS AND SYMBOLS | 35 | SQ FT | $5.00 | $ 175.00 |
| 58 | PAINT PAVEMENT MARKING-LINE 4-IN | 3,600 | FT | $1.00 | $ 3,600.00 |
| 59 | PAINT PAVEMENT MARKING-LINE 6-IN | 315 | FT | $2.00 | $ 630.00 |
| 60 | CURB AND GUTTER PAINTING | 350 | FT | $2.00 | $ 700.00 |
| 61 | CONDUIT ATTACHED TO STRUCTURE, 3/4-IN DIA., GALVANIZED STEEL | 114 | FT | $23.75 | $ 2,707.50 |
| 62 | CONDUIT ATTACHED TO STRUCTURE, 1 1/4-IN DIA., GALVANIZED STEEL | 33 | FT | $47.25 | $ 1,559.25 |

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ORLAND PARK

ITB 19-004
Village Hall Complex Improvements
Unit Price Sheet

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 63 | HANDHOLE | 1 | EACH | $3,000.00 | $ 3,000.00 |
| 64 | UNIT DUCT, 600V, 2-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 3/4-IN DIA. POLYETHYLENE | 2,264 | FT | $11.25 | $ 25,470.00 |
| 65 | UNIT DUCT, 600V, 3-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 3/4-IN DIA. POLYETHYLENE | 2,208 | FT | $12.40 | $ 27,379.20 |
| 66 | UNIT DUCT, 600V, 2-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 IN DIA. POLYETHYLENE | 358 | FT | $14.75 | $ 5,280.50 |
| 67 | UNIT DUCT, 600V, 3-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 IN DIA. POLYETHYLENE | 1,386 | FT | $16.50 | $ 22,869.00 |
| 68 | UNIT DUCT, 600V, 3-1C NO.4, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/4-IN DIA. POLYETHYLENE | 167 | FT | $21.25 | $ 3,548.75 |
| 69 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1-1/C NO. 10 | 467 | FT | $1.50 | $ 700.50 |
| 70 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6 | 37 | FT | $23.60 | $ 873.20 |
| 71 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 4 | 37 | FT | $23.60 | $ 873.20 |
| 72 | LIGHT POLE, SPECIAL | 22 | EACH | $4,750.00 | $ 104,500.00 |
| 73 | LIGHT POLE FOUNDATION, 24-IN DIA. | 245 | FT | $215.00 | $ 52,675.00 |
| 74 | LUMINAIRE (SPECIAL) | 2 | EACH | $2,200.00 | $ 4,400.00 |
| 75 | LUMINAIRE, LED, SPECIAL | 23 | EACH | $3,300.00 | $ 75,900.00 |
| 76 | ORNAMENTAL LIGHT UNIT, COMPLETE | 26 | EACH | $3,500.00 | $ 91,000.00 |
| 77 | HANDHOLE (SPECIAL) | 3 | EACH | $1,050.00 | $ 3,150.00 |
| 78 | REMOVAL OF LIGHTING UNIT, SALVAGE | 14 | EACH | $550.00 | $ 7,700.00 |
| 79 | REMOVAL OF POLE FOUNDATION | 14 | EACH | $600.00 | $ 8,400.00 |
| 80 | REMOVE EXISTING HANDHOLE | 2 | EACH | $600.00 | $ 1,200.00 |
| 81 | COLUMN AND CAP | 2 | EA | $5,750.00 | $ 11,500.00 |
| 82 | CONCRETE STRUCTURES | 8.66 | CY | $2,500.00 | $ 21,650.00 |
| 83 | PLANTER URN | 2 | EA | $2,400.00 | $ 4,800.00 |
| 84 | ILLUMINATED LOGO SIGNS | 2 | EA | $8,900.00 | $ 17,800.00 |
| 85 | COLUMN SIGN ELECTRICAL WIRING | 2 | EA | $4,200.00 | $ 8,400.00 |
| 86 | ELECTRICAL CONTROL PANEL MODIFICATIONS | 1 | LSUM | $10,600.00 | $ 10,600.00 |
| 87 | DEMOLISH AND PROVIDE NEW PAVER SYSTEM AS DETAILED IN STUDIO GC DRAWINGS AND SPECIFICATIONS | 2,773 | SQ FT | $71.50 | $ 198,269.50 |
| 88 | DEMOLISH AND PROVIDE MASONRY RESTORATION AS NOTED IN STUDIO GC DRAWINGS AND SPECIFICATIONS | 48 | SQ FT | $130.00 | $ 6,240.00 |
| | **Total Base Bid** | | | | **$ 1,248,555.75** |



TW initials

ORLAND PARK

ITB 19-004
Village Hall Complex Improvements
Unit Price Sheet

**Alternate No.1**

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | RESTORATION-SOD | 1 | LSUM | $2,400.00 | $ 2,400.00 |
| 2 | TEMPORARY EROSION AND SEDIMENT CONTROL | 1 | LSUM | $1,800.00 | $ 1,800.00 |
| 3 | UNIT DUCT, 600V, 2-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 3/4 IN DIA. POLYETHYLENE | 83 | FT | $47.25 | $ 3,921.75 |
| 4 | UNIT DUCT, 600V, 3-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 3/4 IN DIA. POLYETHYLENE | 314 | FT | $23.50 | $ 7,379.00 |
| 5 | UNIT DUCT, 600V, 2-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1-IN DIA. POLYETHYLENE | 83 | FT | $47.25 | $ 3,921.75 |
| 6 | UNIT DUCT, 600V, 3-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1-IN DIA. POLYETHYLENE | 314 | FT | $35.50 | $ 11,147.00 |
| 7 | LIGHT POLE, SPECIAL | 4 | EACH | $6,000.00 | $ 24,000.00 |
| 8 | LIGHT POLE FOUNDATION, 24-IN DIA. | 36 | FT | $260.00 | $ 9,360.00 |
| 9 | ORNAMENTAL LIGHT UNIT, COMPLETE | 4 | EACH | $3,500.00 | $ 14,000.00 |
| | **Total Alternate 1** | | | | **$ 77,929.50** |

**Alternate No. 2**

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | TRAFFIC CONTROL AND PROTECTION, (SPECIAL) | 1 | L SUM | $1,500.00 | $ 1,500.00 |
| 2 | REINFORCEMENT BARS | 408 | LBS | $4.75 | $ 1,938.00 |
| 3 | UNIT DUCT, 600V, 2-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 3/4-IN DIA. POLYETHYLENE | 80 | FT | $47.25 | $ 3,780.00 |
| 4 | COLUMN AND CAP | 2 | EA | $5,750.00 | $ 11,500.00 |
| 5 | CONCRETE STRUCTURES | 6 | CY | $1,900.00 | $ 11,400.00 |
| 6 | PLANTER URN | 2 | EA | $2,400.00 | $ 4,800.00 |
| 7 | ILLUMINATED LOGO SIGNS | 2 | EA | $8,900.00 | $ 17,800.00 |
| 8 | COLUMN SIGN ELECTRICAL WIRING AND BOX | 2 | EA | $6,000.00 | $ 12,000.00 |
| | **Total Alternate 2** | | | | **$ 64,718.00** |



TW initials

ORLAND PARK

ITB 19-004
Village Hall Complex Improvements
Unit Price Sheet

## Alternate No. 3

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | RESTORATION-SOD | 1 | LSUM | $2,400.00 | $ 2,400.00 |
| 2 | TEMPORARY EROSION AND SEDIMENT CONTROL | 1 | LSUM | $3,000.00 | $ 3,000.00 |
| 3 | UNIT DUCT, 600V, 2-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 3/4-IN DIA. POLYETHYLENE | 60 | FT | $59.00 | $ 3,540.00 |
| 4 | UNIT DUCT, 600V, 3-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 3/4-IN DIA. POLYETHYLENE | 316 | FT | $35.50 | $ 11,218.00 |
| 5 | LUMINAIRE LED, SPECIAL | 10 | EACH | $3,500.00 | $ 35,000.00 |
| | **Total Alternate 3** | | | | **$ 55,158.00** |

## Alternate No. 4

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | COLLAPSIBLE BOLLARD AND BASE PLATE | 3 | EACH | $1,200.00 | $ 3,600.00 |
| | **Total Alternate 4** | | | | **$ 3,600.00** |

## Alternate No. 5

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | BOLLARD W/RECEIVER AND SECURING CHAIN | 3 | EACH | $1,700.00 | $ 5,100.00 |
| | **Total Alternate 5** | | | | **$ 5,100.00** |

## Alternate No. 6

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | PAVEMENT SEAL COATING | 5,750 | SQ YD | $1.20 | $ 6,900.00 |
| 2 | BITUMINOUS MATERIALS (TACK COAT) | 450 | POUNDS | $0.01 | $ 4.50 |
| 3 | CLASS D PATCHES, 5.5 IN | 1,000 | SQ YD | $54.00 | $ 54,000.00 |
| | **Total Alternate 6** | | | | **$ 60,904.50** |

## Alternate No. 7



TW initials

ORLAND PARK

ITB 19-004
Village Hall Complex Improvements
Unit Price Sheet

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 | 480 | TON | $100.00 | $ 48,000.00 |
| 2 | BITUMINOUS MATERIALS (TACK COAT) | 2,575 | POUNDS | $0.01 | $ 25.75 |
| 3 | HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2-IN | 5,720 | SQ YD | $3.40 | $ 19,448.00 |
| 4 | CLASS D PATCHES, 4-IN | 900 | SQ YD | $37.00 | $ 33,300.00 |
| | **Total Alternate 7** | | | | **$ 100,773.75** |

**Please enter totals on the Bidder Summary Sheet**

**Company Name** AUSTIN TYLER CONSTRUCTION INC

**Name** TONY WELLNER

**Title** ESTIMATOR

**Date** 2/26/2019

TW
initials

## REFERENCES

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

**Bidder's Name:** Austin Tyler Construction, Inc
*(Enter Name of Business Organization)*

1. ORGANIZATION: Village of Orland Park
   ADDRESS: 14700 S. Ravinia, Orland Park, IL
   CONTACT PERSON: Ed Mijares (Baxter + Woodman Engineer)
   PHONE NUMBER: (815) 444-3323
   YEAR OF PROJECT: 2017

2. ORGANIZATION: City of Joliet
   ADDRESS: 150 W. Jefferson St. Joliet, IL
   CONTACT PERSON: Andres DelRio
   PHONE NUMBER: (815) 693-9876
   YEAR OF PROJECT: 2018

3. ORGANIZATION: City of Braidwood
   ADDRESS: 141 W. Main St. Braidwood IL
   CONTACT PERSON: Pat Lovell (MGZA Engineers)
   PHONE NUMBER: (815) 478-9680
   YEAR OF PROJECT: 2018

## 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." Bidder shall also name as an additional insured the Consultants, Strand Associates, Inc. and StudioGC Inc. in the same manner as the VILLAGE. 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 26TH DAY OF February, 2019

Signature

Gary S. Schumal President
Printed Name & Title

Authorized to execute agreements for:

Austin Tyler Construction, Inc
Name of Company

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2019

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

PRODUCER
Cottingham & Butler
1770 Park Street, Suite 210
Naperville IL 60563

CONTACT NAME: L. Mark Spangler
PHONE (A/C, No, Ext): 630.420.3400 FAX (A/C, No): 630.420.8520
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Travelers Indemnity Company of America | 25666 |
| INSURER B : Great American Insurance Co. | 16691 |
| INSURER C : St Paul Surplus Lines Ins. Co. | 30481 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED AUSTYL1
Austin Tyler Construction, Inc
Joliet Asphalt, LLC
23343 S. Ridge Road
Elwood IL 60421

**COVERAGES** **CERTIFICATE NUMBER:** 2037016183 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | VTOCO3L20868718 | 8/25/2018 | 8/25/2019 | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | X Contractual Liab | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | Y | Y | VTJCAP3L20867518 | 8/25/2018 | 8/25/2019 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | Y | | TUU032404005 | 8/25/2018 | 8/25/2019 | EACH OCCURRENCE | $ 30,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 30,000,000 |
| | DED X RETENTION $ $10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y | VTC2HUB8K59677718 | 8/25/2018 | 8/25/2019 | X PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Inland Marine | | | QT6601C964842COF16 | 8/25/2018 | 8/25/2019 | Leased/Rented | $500,000 |
| C | Pollution Liability | | | ZEV41M8282117SK | 8/25/2018 | 8/25/2019 | Site & Premises | 3,000,000 |
| | Installation Floater | | | | | | Installation Floater | $750,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Village Hall Complex Improvements
#19-004
The Village of Orland Park, and their respective officers, trustees, directors, employees and agents and Strand Associates Inc and StudioGC Inc., are additional insureds as respects general liability and auto liability coverage, on a primary and non-contributory basis, for all work performed by the above insured, subject to policy forms and endorsements.
Waiver of Subrogation applies to General Liability, auto liability and workers compensation coverages. Umbrella coverage follows underlying policies.
30 days written notice of cancellation applies.

**CERTIFICATE HOLDER**

The Village of Orland Park
14700 S. Ravinia Ave.
Orland Park IL 60462

**CANCELLATION**

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

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: (VTC2JUB-8X59677-7-18)

# 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 any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 09-28-18 ST ASSIGN:

ORIGINAL UNBOUND
W/ ORIGINAL BOND

# BID BOND

**Hudson Insurance Company**
**100 William Street, New York, NY 10038**

**CONTRACTOR:**
*(Name, legal status and address)*
Austin Tyler Construction Inc
23343 S Ridge Road
Elwood IL 60421

**SURETY:**
*(Name, legal status and principal place of business)*
**Hudson Insurance Company**
**100 William Street**
**New York, NY 10038**

**OWNER:**
*(Name, legal status and address)*
Village of Orland Park
14700 S Ravinia Ave
Orland Park IL 60462

**BOND AMOUNT:** 10% of Bid Amount

**PROJECT:**
*(Name, location or address, and Project number, if any)*
Village Hall Complex Improvements

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 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 18th day of February, 2019.

Austin Tyler Construction Inc
(Principal) (Seal)

(Witness)

(Title) Gary S Schumal President

AUSTIN TYLER CONSTRUCTION, INC. ELWOOD, IL SEAL

Hudson Insurance Company
(Surety) (Seal)

(Witness)

(Title) Attorney-in-Fact

Lynn M Blaylock

HUDSON INSURANCE GROUP

# BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Lynn M. Blaylock,
Dawn-Denise Szpisjak and Maureen Rott

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest.....
**Dina Daskalakis**, Corporate Secretary

By.....
**Michael P. Cifone**, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
NOTARY PUBLIC
STATE OF NEW YORK

.....
**ANN M. MURPHY**
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

## CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 18th day of February, 20 19.

(Corporate seal)

By.....
**Dina Daskalakis**, Corporate Secretary

G:\Underwriting\Underwriter Files\Surety\General Surety\Powers & Seals\Powers\POA templates\Word version\Form Bid 8 2010 (v9).doc

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## *Payment Bond*

**Bond NO. ASA1928-11431**

**CONTRACTOR:**
*(Name, legal status and address)*
Austin Tyler Construction Inc
23343 S Ridge Rd
Elwood IL 60421

**SURETY:**
*(Name, legal status and principal place of business)*
Hudson Insurance Company
100 William
New York NY 10038

**Mailing Address for Notices**
Hudson Insurance Company

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)*
Village of Orland Park
14700 S Ravinia Avenue
Orland Park, IL 60462

**CONSTRUCTION CONTRACT**
Date: March 22, 2019

Amount: $ 1,550,735.00 One Million Five Hundred Fifty Thousand, Seven Hundred Thirty Five and no/100

Description:
*(Name and location)*
Village Hall Complex Improvement #19-004

**BOND**
Date: March 25, 2019
*(Not earlier than Construction Contract Date)*

Amount: $ 1,550,735.00 One Million Five Hundred Fifty Thousand, Seven Hundred Thirty Five and no/100

Modifications to this Bond: [x] None [ ] See Section 18

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*
Austin Tyler Construction, Inc.

Signature:
Name and Title: Gary S Schumal
President

**SURETY**
Company: *(Corporate Seal)*
Hudson Insurance Company

Signature:
Name and Title: Lynn M Blaylock
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:**
Cottingham & Butler
1770 Park Street
Naperville, IL 60563

**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 additional parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*
Austin Tyler Construction, Inc

Signature: Gary S Schumal
Name and Title:
Address Gary S Schumal
President

**SURETY**

Company: *(Corporate Seal)*
Hudson Insurance Company

Signature: Lynn M Blaylock
Name and Title: Lynn M Blaylock
Address Attorney In Fact

23002

HUDSON
INSURANCE GROUP®

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Lewis Mark Spangler, Lynn M. Blaylock,**
**Dawn-Denise Szpisjak and Maureen Rott**
**of the State of Illinois**

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly [illegible], on this 7th day of November, 20 17 at New York, New York.

(Corporate Seal)

**HUDSON INSURANCE COMPANY**

Attest: Dina Daskalakis
**Dina Daskalakis**
Corporate Secretary

By: Michael P. Cifone
**Michael P. Cifone**
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the 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, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
NOTARY PUBLIC
STATE OF NEW YORK

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

## CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is now in force.

In Witness the hand of the undersigned and the seal of said Corporation this 25th day of March, 20 19.

(Corporate Seal)

By: Dina Daskalakis
**Dina Daskalakis**, Corporate Secretary

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# Document A312™ – 2010

**Conforms with The American Institute of Architects AIA Document 312**

**Bond NO. ASA1928-11431**

## *Performance Bond*

**CONTRACTOR:**
*(Name, legal status and address)*
Austin Tyler Construction Inc
23343 S Ridge Rd
Elwood IL 60421

**SURETY:**
*(Name, legal status and principal place of business)*
Hudson Insurance Company
100 William
New York NY 10038
**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)*
Village of Orland Park
14700 S Ravinia Avenue
Orland Park, IL 60462

**CONSTRUCTION CONTRACT**
Date: March 22, 2019

Amount: $ 1,550,735.00 One Million Five Hundred Fifty Thousand, Seven Hundred Thirty Five and no/100

Description:
*(Name and location)*
Village Hall Complex Improvement #19-004

**BOND**
Date: March 25, 2019
*(Not earlier than Construction Contract Date)*

Amount: $ 1,550,735.00 One Million Five Hundred Fifty Thousand, Seven Hundred Thirty Five and no/100

Modifications to this Bond: [X] None [ ] See Section 16

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*
Austin Tyler Construction Inc

Signature:
Name and Title: Gary S Schuman
President

**SURETY**
Company: *(Corporate Seal)*
Hudson Insurance Company

Signature:
Name and Title: Lynn M Blaylock
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:**
Cottingham & Butler
1770 Park Street
Naperville, IL 60563

**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)*
Austin Tyler Construction Inc

Signature:
Name and Title: Gary S Schumal
President
Address

**SURETY**

Company: *(Corporate Seal)*
Hudson Insurance Company

Signature:
Name and Title: Lynn M Blaylock
Attorney In Fact
Address

23002

HUDSON INSURANCE GROUP®

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Lewis Mark Spangler, Lynn M. Blaylock,**
**Dawn-Denise Szpisjak and Maureen Rott**
**of the State of Illinois**

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.

(Corporate Seal)

**HUDSON INSURANCE COMPANY**

Attest.....
**Dina Daskalakis**
Corporate Secretary

By.....
**Michael P. Cifone**
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the 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, and that he signed his name thereto by like order.

(Notarial Seal)

.....
**ANN M. MURPHY**
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

## CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In Witness the hand of the undersigned and the seal of said Corporation this 25th day of March, 20 19.

(Corporate Seal)

By.....
**Dina Daskalakis,** Corporate Secretary

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