VILLAGE OF Tinley Park
CONSTRUCTION CONTRACT
FOR DEMOLITION PROJECT

SECTION D

This AGREEMENT made this 21 day of July, 2016 by and between the Village of Tinley Park, hereinafter referred to as the "Village" and Bechtel Construction Corp., hereinafter referred to as the "Contractor," witnesses that the Village and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The Contractor shall furnish all labor and materials necessary to facilitate the work in accordance with the terms of the Bid Package including the Invitation to bid, Instructions to Bidders and General Conditions, Bid Proposal Form and Bonds, all of which documents are hereto attached and made a part hereof.

2. Manager:

2.1. The Project has been initiated by the Village Manager who is hereinafter referred to as the "Manager". The Manager or his designated representatives shall act as the Village’s representative, assume all duties and responsibilities and have the rights and authority assigned to the Manager in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

3.1. The work will be substantially completed within forty-five (45) calendar days from the date the Contractor receives the notice to proceed.

4. Contract Price and Payment Procedures:

4.1. The Village shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$ 65,170.00

4.2. The Contractor shall submit Applications for payment at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the Village will make payment within forty-five (45) days from the request for payment.

5. Other Considerations:
5.1. IN WITNESS WHEREOF, the Village and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the Village and the Contractor.

5.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the Village of all the work therein.

VILLAGE OF TINLEY PARK CONTRACTOR

Bechstein Construction Corp

By: [Signature] By: [Signature]

Title: Corp. Secretary Title:

(SEAL) (SEAL)

Attest: [Signature] Attest: [Signature]

Date: 7/25/16 Date: 

Address for giving Notices: Address for giving Notices:

Village of Tinley Park

16250 S. Oak Park Avenue

Village of Tinley Park, Illinois

APPROVED AS TO FORM:

_________________________

Village Attorney
VILLAGE OF TINLEY PARK

DEMOLITION OF STRUCTURES at:

17100 S. Harlem Avenue

6573 W. 167th Street

6825 W. 171st Street

INVITATION TO BID ADVERTISEMENT

The Village of Tinley Park, Illinois ("Village") will receive bids no later than 10:00 a.m. on June 1, 2016 (Central Standard Time) for demolition of between one (1) and three (3) structures located within the Village. Sealed bid opening will occur at 10:00 a.m. on the same date at Tinley Park Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois 60477, at the Village Hall.

All quotes offered on this bid solicitation shall include materials, tools, and equipment necessary to complete the demolition of the structure. No bidder may withdraw their bid for a period of ninety (90) days after the scheduled closing time for receipt of the bids.

Bidding documents can be downloaded at www.tinleypark.org for free. Interested parties should click on the "business" section of the website and then "contract opportunities".

The contractor is responsible for all notifications, permits, and fees for the demolition, and for asbestos removal (if applicable). Bids are to be addressed to the Tinley Park Village Clerk and mailed or delivered to the Clerk of the Village of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL, 60477.

Bids shall be identified on the exterior of the sealed envelope "TINLEY PARK VILLAGE CLERK, BID DEMOLITION", with the bidder’s name and address.

A bid bond or certified check payable to the Village of Tinley Park in the amount of 5% of the bid price is required with the bid presented. A 100% performance and payment bond will be required from the successful bidder.

Sufficient proof liability and workmen’s compensation insurance must be furnished to the Village.

Please be advised that all Bids must comply with the Illinois Prevailing Wage Act and the Prevailing Rate of Hourly Wages in the Village of Tinley Park where the Work is to be performed is to be paid to all persons on the project.

The Village reserves the right to waive any irregularities or reject any or all bids. The contract award will be based on the lowest responsive, responsible bid or bids, as determined by the Village. The Village reserves the right to award the demolition of the three (3) properties to one (1) contractor or multiple contractors.
Submit questions via email to: Village of Tinley Park, attention Ken Karczewski at kkarczewski@tinleypark.org or via fax at (708) 444-5099. Questions are required no less than three (3) business days prior to the proposal opening date. Absolutely no information communication shall occur regarding this Invitation to Bid, including requests for information, or speculation between Offeror's or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each proposer.
VILLAGE OF TINLEY PARK
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
FOR DEMOLITION PROJECT
SECTION B

1. DEFINED TERMS:

1.1. The term "Village" means the Owner, the Village of Tinley Park.

1.2. The term "Bidder" means one who submits a Bid directly to the Village, as distinct from a sub bidder who submits a bid to a Bidder.

1.3. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder or Bidders to whom the Village shall make an award of the Contract.

1.4. The term "Bidding Documents" includes the Invitation to Bid Advertisement, these Instructions, all Bid Forms, and the proposed Contract Documents.

1.5. The term "Engineer" means the Village Engineer or the Engineer's designee assigned to this project as the Contract Administrator.

1.6 The term “Project Site” means the property where the building to be demolished is located.

2. QUALIFICATIONS OF BIDDERS AND SUBMISSION REQUIREMENTS:

2.1 Bidders must be licensed contractors in the State of Illinois and in the Village of Tinley Park.

2.2. Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders qualifications to perform the Work. Such evidence may include financial data, present commitments, and proposed subcontractors and suppliers.

2.3 Bidder is required to submit four (4) bid packets to the Village of Tinley Park – Clerk’s Office, 16250 South Oak Park Avenue, Tinley Park, IL 60477, including the following information:

   Section 1 - Executive Summary. Provide a brief summary, which describes and highlights your firm’s experience, qualifications, and expertise with building demolition.

   Section 2 – References. At least three (3) references demonstrating demolition project experience of similar scope and size, including name, address, phone number and project name for each reference.

   Section 3 - Proposed Cost and renewal Option. Provide your total cost of the project for services detailed in Section C of this Invitation for Bid Document.

Bids shall be identified on the exterior of the sealed envelope "TINLEY PARK VILLAGE CLERK, BID DEMOLITION", with the bidder’s name and address. By submitting a bid, the Bidder
certifies that he has the proper license to do the work within and/or for the Village of Tinley Park, including contractors and business license.

3. EXAMINATION OF CONTRACT DOCUMENTS AND THE PROJECT SITE:

3.1. It is the responsibility of the Bidder to:

3.1.1 Thoroughly examine the Bidding Documents.

3.1.2 Visit the site and become familiar with the existing conditions and the scope of the project work; and become familiar with the surrounding conditions that may affect the cost, progress, performance or furnishing of the work.

3.1.3 Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work.

3.1.4 Study and carefully correlate the Bidders observations with the Bidding Documents. By presenting this Bid, Bidder represents that they have read and acknowledge contents of Bid Document and understands the Bid Documents.

3.1.5 Notify the Village of all conflicts, errors or discrepancies found in the Bidding Documents.

3.2. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance and furnishing the Work.

4. BID FORM:

4.1. The Bid Form is included in the Bidding Documents.

4.2. All blanks on the Bid Form must be completed, either in ink or typewritten.

4.3. Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.

4.4. Bids by a partnership must be signed by all partners.

5. BONDS:

5.1. The successful bidder shall provide to the Village a Bid bond or certified check in the amount of 5% of the bid amount, provide to the Village a Performance Bond equal to 100% of the bid amount, and provide to the Village a Payment Bond equal to 100% of the bid amount. Payment to the contractor shall be for the entire contract amount after completion and acceptance of work.

6. SIGNING OF THE AGREEMENT:
6.1. When the Village submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within ten (10) days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the Village, accompanied by a certificate of insurance.

7. NOTICE OFAWARD and NOTICE TO PROCEED:

7.1. The Village may give the Successful Bidder a Notice of Award at any time within ninety (90) days from the date of opening of bids. After receiving the Notice of Award, the Successful Bidder shall begin the work only upon receiving a written notice to proceed from the Village.

8. INDEMNITY

8.1 The contractor will indemnify and save harmless the Village, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys fees arising out of the award of this Contract or a willful or negligent act or omission of the Village, its officers, agents, servants and employees.

9. INSURANCE

9.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer’s Liability, Workmen’s Compensation, Prevailing Wage Requirements, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the Village and before commencement of work hereunder the Contractor agrees to furnish the Village certificates of insurance which shall name the Village of Tinley Park, as an additional insured.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES

LIMITS OF LIABILITY

<table>
<thead>
<tr>
<th>Workmen’s Compensation</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer's Liability</td>
<td>$500,000</td>
</tr>
<tr>
<td>Bodily Injury Liability Except Automobile</td>
<td>$1,000,000 each occurrence $2,000,000 aggregate</td>
</tr>
<tr>
<td>Property Damage Liability Except Automobile</td>
<td>$300,000 each occurrence $3,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Bodily Injury Liability</td>
<td>$1,000,000 each person $2,000,000 each occurrence</td>
</tr>
<tr>
<td>Automobile Property Damage Liability</td>
<td>$300,000 each occurrence</td>
</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$10,000,000 each occurrence</td>
</tr>
</tbody>
</table>
10. ADDITIONAL INSTRUCTIONS

10.1 The Contractor may bid to demolish any or all of the properties set forth in this specification or all.

10.2 The Contractor shall be responsible for all utility disconnections and utility locates. The contractor is responsible to coordinate with ComEd for removal of the ComEd owned transformer. In the event that ComEd has not removed their transformer by the start of demolition, the contractor shall be responsible to protect the ComEd transformer during demolition, and to ensure that the transformer is powered off and disconnected.

10.3 Demolition includes removal of the structure, asbestos removal (if applicable), removal of miscellaneous debris associated with the structure, all asphalt from the parking lot, and all foundations and slabs to an approved landfill site.

10.4 Removal and disposal of asbestos material must meet all federal, state, and local requirements.

10.5 The contractor is required to remove the full foundation and basement. The hole/excavation that remains after removal of the foundation is to be backfilled with crushed stone and graded to a level condition. The hole shall be free of water before backfilling and with no voids. All storm sewer inlets within 400 feet demolition work shall be fitted with filter fabric and devices to prevent erosion of crushed concrete material into the storm sewer. That filter fabric and erosion control devices shall remain in place after completion of project.

10.6 The Property is to be graded to level condition and covered with seed blanket.

10.7 The contractor is responsible to secure the site from access by unauthorized persons using fencing of the project area and any other measures to secure project site.

10.8 No explosives may be used in demolition.

10.9 Failure to commence or complete demolition in the required amount of time will result in termination of contract and liquidated damages in the amount of $500.00 per day.

10.10 Successful bidder shall provide to the Village a schedule to the Village within 10 days of award of contract, and provide to the Village weekly written schedule updates.

10.11 Contractor is required to perform “dust free” demolition. Contractor shall obtain at its own expense all permits and license necessary to complete the work and provide to the Village a copy of all applicable permits for the demolition, including but not limited to the Cook County demolition permit.

10.12 Contractor may recycle any scrap materials removed from the site in a manner that meets all applicable rules and regulations, but may not store scrap or other materials on site.

10.13 Contractor is responsible to verify that the building is unoccupied before start of demolition, and to meet all safety rules and regulations.
10.14 The Successful bidder is responsible for protecting adjacent structures and right-of-ways during demolition work. The Successful Bidder shall repair any damage to adjacent structures or rights-of-way without additional cost to the Village or any other property owner(s).

10.15 Temporary Signs must be posted on both ends of the sidewalk notifying users that the sidewalk is temporarily closed during the demolition.

10.16 Successful bidder is required to comply with the following regulations and policies, in addition to any other regulations that may typically be applicable. As follows:

10.16.1 Prevailing Wage Public Act 94-0515. Successful bidder to provide to the Village copies of payment waivers and weekly certified payrolls.

10.16.2 Village of Tinley Park Contractor's Drug Free Workplace certification

10.16.3 Sexual Harassment Policy

10.16.4 Apprenticeship Training. Successful bidder to provide to the Village apprenticeship or training program certification.

10.16.5 Village of Tinley Park's Contractor's Certification pursuant to P.A85-1295 (720 ILCS 5/33E-1 et seq.)

10.16.6 Village of Tinley Park Fair Employment Practices Affidavit of Compliance

10.16.7 Village of Tinley Park Indemnity Hold Harmless Agreement. Bidder required to provide to the Village signed and notarized form.

10.16.8 Village of Tinley Park Anti-collusion Affidavit of Compliance

10.16.9 Village of Tinley Park Local Vendor Purchasing Policy

11. PROJECT CLOSEOUT

11.1 Provide to the Village video documentation of the condition of all properties abutting the property where demolition will occur, prior to demolition and after the demolition is complete.

11.2 Photos of all four sides of the structure prior to demolition, four photos of the foundation hole prior to back fill from each direction north south east and west, photo of the foundation hole after backfilling, photo showing the hole graded to match existing surrounding grades. All photos and videos to be provided on a CD or USB drive.

11.3 Provide to the Village copies of all waste dump / disposal manifests and applicable asbestos reports.
12. ACCEPTANCE OF BIDS

12.1 The Village reserves the right to reject any and all Bids or parts thereof and to waive any technicalities and irregularities in the bidding and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the Bid proposals for ninety (90) days from the opening date set forth above. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid in the event that a notification of award is received on or before expiration of the ninety (90) day time period. The Village reserves the right to cancel the Bid at any time, without liability for any loss, damage, cost, or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a bid.

12.2 The contract will be awarded to the lowest responsible Bidder or Bidders, as determined by the Village. In determining the responsibility of any Bidder, the Village may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the Village and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations. The Bid will be awarded in the Village’s best interests based on these and other legally allowable considerations.

12.3 Local Vendor Purchasing Policy. The Village of Tinley Park Local Vendor Purchasing Policy provides local vendors preferential treatment when competing for contracts within the Village. A “local vendor” is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. When considering contracts, the Village reserves the right to forego the lowest bid in favor of a local vendor when the amount of the local bidder exceeds that of the otherwise lowest bid as follows, provided both bidders are found to be responsive and responsible:

<table>
<thead>
<tr>
<th>Contract value</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 to $250,000</td>
<td>5</td>
</tr>
<tr>
<td>$250,000 to $500,000</td>
<td>4</td>
</tr>
<tr>
<td>$500,000 to $750,000</td>
<td>3</td>
</tr>
<tr>
<td>$750,000 to $1,000,000</td>
<td>2</td>
</tr>
<tr>
<td>$1,000,000 to $2,000,000</td>
<td>1</td>
</tr>
</tbody>
</table>

Maximum amount a local vendor’s bid may exceed lowest responsive and responsible bid is $25,000.
VILLAGE OF TINLEY PARK

BID FORM PROPOSAL FOR THE DEMOLITION PROJECT

SECTION C

Bechstein Construction Corp.

Name of Bidder

In compliance with the Village of Tinley Park legal Notice to Bidders for the Project Demolition of Structures, the undersigned bidder, a corporation organized and existing under the laws of the State of Illinois, or a partnership of , or an individual doing business as of the Village of State of , having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

TOTAL BID PRICE FOR STRUCTURE DEMOLITION, AT 17100 South Harlem Avenue):

$58,270.00 DOLLARS AND 00 CENTS

ADDITION FOR ASBESTOS REMOVAL (IF APPLICABLE)

$6,900.00

TOTAL BID PRICE FOR STRUCTURE DEMOLITION, AT 6573 W. 167th Street:

$26,775.00 DOLLARS AND 00 CENTS

ADDITION FOR ASBESTOS REMOVAL (IF APPLICABLE)

$6,700.00
TOTAL BID PRICE FOR STRUCTURE DEMOLITION, AT 6825 W. 171st Street:

$ 72,248.00 DOLLARS AND 00 CENTS

ADDITION FOR ASBESTOS REMOVAL (IF APPLICABLE)

$ 1,525.00

TOTAL BID PRICE FOR STRUCTURE DEMOLITION AT ALL THREE PROPERTIES (17100 South Harlem Avenue, 6573 W. 167th Street & 6825 W. 171st Street:

$ 152,293.00 DOLLARS AND 00 CENTS

ADDITION FOR ASBESTOS REMOVAL (IF APPLICABLE)

$ 15,125.00

BIDDER understands that the Village reserves the right to reject any or all bids and to waive any informality in bidding.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within TEN (10) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: Bechstein Const. Corp. (Contractor’s Name)

17368 168th St. (Contractor’s Address)

Tinley Park, IL 60477 (Contractor’s Address)

708-532-3500 (Contractor’s phone number)

Seal—If bid is by a corporation
ADDENDUM #1 TO VILLAGE OF TINLEY PARK INVITATION
TO BID DEMOLITION OF STRUCTURES AT:

17100 S. Harlem Avenue
6573 W. 167th Street
6825 W. 171st Street

ADDENDUM #1

TO ALL BIDDERS: Attention of all Bidders is called to the following revisions to the
Invitation to Bid to the Village of Tinley Park Demolition of Structures at: 17100 S.
Harlem, 6573 W. 167th Street and 6825 W. 171th Street. The information given in this
Addendum shall be taken into account by each prospective Bidder in the preparation of its
Bid

1. **Bid Due Date:** The due date for bids is hereby changed from 10:00 AM on June 1, 2016
   (Central Standard Time) to 10:00 AM on June 13, 2016 (Central Standard Time)

2. **Addendum #2** – The Village will be issuing Addendum #2 during the week May 30th.
   Addendum #2 will have the Village’s responses and clarifications to questions that have
   been submitted to the Village from potential interested contractors.

3. **Signed Addendum Required for Bid Submittal** – Parties submitting a bid to the
   Village will be required to have a signed copy of any and all addenda issued by the
   Village as part of their bid package.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum and certifies that Its bid is submitted is
in accordance with the information, instructions, and stipulations set forth herein. The changes
identified in this addendum take precedence over anything to the contrary in the original
specifications or other addenda issued for this project. All other terms and conditions of the
original specifications and previous addenda remain in full force and effect.

[Signature]

Bechstein Const Corp
Name of Business

By: [Signature]
Title: Corp. Secretary
(Title and Capacity to Sign)

Date: 6/20/16
ADDENDUM #2 TO VILLAGE OF TINLEY PARK INVITATION TO BID DEMOLITION OF STRUCTURES AT:

17100 S. Harlem Avenue
6573 W. 167th Street
6825 W. 171st Street

ADDENDUM #2

TO ALL BIDDERS: Attention of all Bidders is called to the following revisions to the Invitation to Bid to the Village of Tinley Park Demolition of Structures at: 17100 S. Harlem, 6573 W. 167th Street and 6825 W. 171st Street. The information given in this Addendum shall be taken into account by each prospective Bidder in the preparation of its Bid

1. **Bid Due Date:** The due date for bids is hereby changed from 10:00 AM on June 13, 2016 (Central Standard Time) to 10:00 AM on June 20, 2016 (Central Standard Time)

2. **MANDATORY PRE-BID MEETING/SITE VISIT** – There will be a MANDATORY site visit scheduled for June 10, 2016. Contractors will be required to visit each site address listed above for the purposes of clearly understanding the scope of work and services to be provided. The potential exists for hazardous material to be present at the project locations. It is the contractor’s responsibility to perform, or cause to be performed a complete survey and assessment of the project properties. The survey shall include approximate quantities of the various materials requiring special handling. A copy of the survey assessment shall be included with the contractor’s bid. The Village will also be conducting its own survey and assessment of each site address and will share its survey results with interested parties at or before the mandatory site visit on June 10, 2016.

3. **Addendum #3** - The Village will issue addendum number three (3) no later than Tuesday, June 7, 2016.

4. **Signed Addendum Required for Bid Submittal** – Parties submitting a bid to the Village will be required to have a signed copy of any and all addenda issued by the Village as part of their bid package.

**CERTIFICATION BY PROPOSER**

The undersigned acknowledges receipt of this Addendum and certifies that its bid is submitted in accordance with the information, instructions, and stipulations set forth herein. The changes identified in this addendum take precedence over anything to the contrary in the original specifications or other addenda issued for this project. All other terms and conditions of the original specifications and previous addenda remain in full force and effect.
ADDENDUM #3 TO VILLAGE OF TINLEY PARK INVITATION
TO BID DEMOLITION OF STRUCTURES AT:

17100 S. Harlem Avenue
6573 W. 167th Street
6825 W. 171st Street

ADDENDUM #3

TO ALL BIDDERS: Attention of all Bidders is called to the following revisions to the Invitation to Bid to the Village of Tinley Park Demolition of Structures at: 17100 S. Harlem, 6573 W. 167th Street and 6825 W. 171st Street. The information given in this Addendum shall be taken into account by each prospective Bidder in the preparation of its Bid

1. This addendum clarifies, amends, and augments the original Invitation to Bid. Where discrepancies occur between the documents, the more restrictive requirement shall apply.

2. Site Visit Times — Each of the demolition sites will be open to bidders for the mandatory site visits on June 10th from 9:00 AM to 2:00 PM. Bidders will be required to visit each subject property within this time frame.

3. Bidder Questions - Bidder questions resulting from the site visit must be received by the Village no later than close of business on 06/13/2016. Responses to the questions shall be transmitted to bidders electronically no later than the close of business on 6/15/2016.

4. Additional Specifications - Specifications for demolition of building structures and restoration of site (attached).

5. Section C – Section C of the bid document has been updated (attached).

6. Signed Addendum Required for Bid Submittal – Parties submitting a bid to the Village will be required to have a signed copy of any and all addenda issued by the Village as part of their bid package.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum and certifies that its bid is submitted is in accordance with the information, instructions, and stipulations set forth herein. The changes identified in this addendum take precedence over anything to the contrary in the original specifications or other addenda issued for this project. All other terms and conditions of the original specifications and previous addenda remain in full force and effect.

Bechstein Const Corp
Name of Business

By: [Signature]
Title: Corp. Secretary
(Title and Capacity to Sign)
Date: 6/20/2016
GENERAL SPECIFICATION FOR DEMOLITION OF BUILDING STRUCTURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Demolition of Building Structures
B. Site Backfill, Grading, and Clean-Up
C. Protection of Public and Private Utilities
D. Soil Surface Restoration

1.02 DESCRIPTION OF WORK

Unless directed otherwise in the Contract Documents, the Contractor shall:

A. Remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, sidewalks, steps and driveways from the specified parcel.

B. Remove any fuel tanks, outdoor toilets and septic tanks, cisterns, meter pits, and plug or abandon wells.

C. Remove the materials from the demolition site in accordance with federal, state and local regulations.

D. Remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers and portable or central air conditioners.

E. Remove and legally dispose of mercury-containing materials including fluorescent, high-pressure sodium, mercury vapor, metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB-containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.

F. Disconnect all utility services before demolition.

G. Perform site clearance, grading and restoration.

H. Complete the demolition work in accordance with the plans and these technical specifications and any special provisions included in the Contract Documents.

1.03 PROTECTION OF THE PUBLIC AND PROPERTIES

A. Littering Streets

1. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the Jurisdiction in cleaning up any litter or mud shall be charged to the Contractor and be deducted from funds due for the work.
2. Littering of the site shall not be permitted.

3. All waste materials shall be promptly removed from the site.

B. Street Closure

1. If it should become necessary to close any traffic lanes, it shall be the Contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by the Jurisdiction.

2. Street or lane closures shall be coordinated with the appropriate Jurisdiction authority.

C. Protection of the Public by the Contractor

1. Sidewalks. The Contractor shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The cost of repair or replacement shall be considered incidental to the work and the Contractor shall obtain all permits and pay any fees.

2. Pedestrian Access. It shall be the Contractor's responsibility to place and construct the necessary warning signs, barricades, fencing, and temporary pedestrian sidewalks, as directed by the Village representative and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.

3. Temporary Fence: Temporary fence shall be erected around all excavation, dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed.

D. Demolition Hours

1. The Contractor shall comply with any restrictions to working hours as included in the Contract Documents.

2. The Contractor shall comply with all applicable ordinances and restrictions of the Jurisdictional entity.

E. Noise Pollution: All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the Jurisdiction.

F. Dust Control: The Contractor shall comply with applicable air pollution control requirements of the Jurisdiction. The Contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the Village representative shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:

1. The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.

2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.
G. Requirements for the Reduction of Fire Hazards

1. Removal of Material: Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers and similar substances.

2. Fire Extinguishing Equipment: The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.

3. Fires: No fires of any kind will be permitted in the demolition work area.

4. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.

5. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.

6. Telephone Service: The Contractor shall arrange for access to and use of, during working hours, one or more telephones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies, and shall keep all personnel on the job, and the local jurisdiction informed of the location of such telephones. The Contractor's foreman, or at least one regular member of each shift, shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire-producing conditions and to apply appropriate corrective action, particularly at the close of work each day.

H. Protection of Public Utilities: The Contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the demolition sites. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.

I. Protection of Adjacent Property

1. The Contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, driveways, streets, sidewalks, utilities, lawns or any other property adjacent to parcels released for demolition whether or not the property is scheduled for future demolition. The Contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.

2. The Contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed, including drainable backfill to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the Village representative.

1.04 RISK OF LOSS

The Contractor shall accept the site in its present condition and shall inspect the site for its character and the type of structures to be demolished. The Jurisdiction assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. No adjustment of proposal price or allowance for any change in conditions that occur after the acceptance of the lowest responsible responsive proposal will be allowed.
1.05 PROPERTY OWNERSHIP

A. Title: The property address, legal description, and ownership will be included in the Contract Documents. Upon execution of the contract for the work of demolition and site clearance on all or any part of the demolition area, all rights, title, and interest of the Jurisdiction in and to buildings, structures and other property to be demolished and/or removed by the Contractor on part or all of said project area as described in the Contract Documents and contract addenda thereto, shall be deemed to be vested in the Contractor.

B. Land: No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract Documents. Contractor shall not use the land or premises or allow any other party to use the land or premises, for any purpose other than activities in direct support of the demolition of the building.

1.06 VACATING OF BUILDINGS

The structures identified in the Contract Documents shall be vacated before a Notice to Proceed is issued and the Contractor begins work. In case the Contractor finds that any structure is not vacated, the Contractor shall immediately notify the Village representative and shall not begin demolition or site clearance operations on such property until further directed by the Village representative. The Contractor’s responsibility for such buildings will not begin until the Village representative issues a Notice to Proceed the Demolition Order. No claim for extension of time or increase in price will be considered because of occupancy of any buildings. In case such occupancy is prolonged, the Jurisdiction reserves the right to delete the structure from the work.

1.07 RELEASE OF BUILDINGS

The demolition area shall be released to the Contractor upon Award of Contract and Notice to Proceed. Said Notice to Proceed shall give any sequence of the demolition and the portion of work that is available to be released if all areas are not ready at the same time. The Village representative shall approve any change in the sequence. The Contractor shall have full control of the demolition progress and clearance of the site, subject to the provisions of the Contract Documents.

1.08 PERMITS AND FEES

The Contractor shall obtain all the necessary permits and pay all permit fees that are required by the Jurisdiction in conjunction with the demolition work.

1.09 MEASUREMENT AND PAYMENT

A. Demolition Work: The Contractor shall be paid the lump sum price for demolition at each site as indicated in the proposal and as approved by the Village, and this payment will be full compensation for removal of buildings, building materials, contents of buildings, appliances, trash, rubbish, basement walls, foundations, sidewalks, steps and driveways from the site; disconnection of utilities; furnishing and compaction of backfill material; finish grading of disturbed areas; seeding per the sections following; placing and removing safety fencing; and removal of septic tanks and cisterns.

B. Incidental Items: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies, fees, permits and other expenses necessary to complete this work according to the plans and specifications.
PART 2 – PRODUCTS – NOT APPLICABLE

PART 3 – EXECUTION

3.01 DEMOLITION SCHEDULE

The Contractor shall be responsible for providing the Village with a minimum of 24 hours advance notification prior to beginning the execution of demolition of any structure.

3.02 SALVAGE OF DEMOLITION MATERIALS

A. No salvage will be permitted or privately owned property. Privately-owned property included for demolition under this contract will be strictly to abate a public nuisance as authorized by the property owner or as directed by the Courts. The Jurisdiction has the authority to abate the nuisance; however, the Jurisdiction does not have the right to salvage any materials. The Contractor may recycle demolition debris at a licensed or permitted recycling center; however, all other debris must be disposed of at a licensed or permitted disposal facility.

3.03 DEMOLITION AND REMOVALS

A. Structural Parts of Buildings

1. No wall or part thereof shall be permitted to fail outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise and other nuisance.

2. Subject to site restrictions, outside chimneys or outside portions of chimneys shall be raised in advance of general demolition of each building. Any portion of a chimney inside a building shall be razed as soon as it becomes unsupported by reason of removal of other parts of the building.

3. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any day's work.

B. Basements and Foundation Walls: All basement floors, footings, and foundations shall be completely removed from the site unless specifically stated in the special provisions. The basement area is to be inspected and approved by the Village representative before backfilling is started. The Contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The Contractor shall contact the Village representative when removal is complete to schedule this basement inspection. Failure to do so may result in re-excavation of the basement area at the Contractor's expense.

C. Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs and appurtenances.

D. Retaining Walls: Retaining walls or curbs near the perimeter of parcels shall be removed unless otherwise indicated in the Contract Documents. The Contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal, vertical or as directed by the Village representative. The cost of any tree or brush removal due to the removal and grading out of the retaining wall shall be considered incidental and shall be included in the lump sum bid for demolition.
E. Fences: Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved non-contract parcel shall not be removed unless specifically stated in the special provisions. All posts for support shall be pulled out or dug up so as to be entirely removed.

F. Partially Buried Objects: All piping, posts, reinforcing bars, anchor bolts, railings and all other partially buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.

G. Vegetation: The Contractor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, brush, vegetation, brush and weeds, whether standing or fallen, unless specifically stated otherwise by the Village representative. The Contractor shall protect all trees not removed from damage by the demolition operation. In the event that the Contractor damages a tree, it shall be repaired or removed by the Contractor as directed by the Village representative.

H. Fuel Tanks: Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Illinois Department of Natural Resources.

1. Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner. The time, place and manner of disposal will be as set forth in the Contract Documents.

2. All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide or nitrogen gas until they are gas-free when checked with a "Explosimeter" or another equally efficient instrument before the work of removal begins. Checking with the "Explosimeter" shall be done in the presence of the Village representative by competent personnel.

I. Outdoor Toilets and Septic Tanks: Outdoor toilets and septic tanks shall be pumped out by a licensed company. The toilet building or septic tank shall be demolished and removed from the site. The excavation or pit shall be backfilled and compacted in accordance with these specifications. Septic tanks shall be broken up and removed from the site and the excavation filled in accordance with the requirements of the Jurisdiction.

J. Cisterns and Meter Pits: Cisterns and meter pits shall be demolished and removed. The excavations shall be backfilled and compacted in accordance with these specifications.

3.04 WELL PLUGGING AND ABANDONMENT

All wells shall be plugged and abandoned in accordance with the Illinois Department of Natural Resources and Illinois Department of Public Health Codes. An Illinois Department of Natural Resources, Abandoned Water Well Plugging Record shall be filled upon completion of the well abandonment.

3.05 DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE

A. Debris: All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Any cost incurred by the Jurisdiction in cleaning up such materials and debris left behind shall be deducted from funds due the Contractor under this contract.

B. Tires: The Contractor shall visit the site to determine the number of tires that have been abandoned on site. If any additional tires are found on site prior to commencing demolition activity, the Contractor
shall immediately notify the Village representative of the quantity of additional trees found on site so a
clearing order can be prepared for additional removal.

C. Disposal of Demolition Debris and Solid Waste: All debris and solid waste shall be delivered by the
Contractor to the Jurisdiction-designated disposal facilities, or to an approved disposal facility licensed in
accordance with state and/or local regulations, laws, and zoning. The Contractor shall be responsible to
pay all fees for waste disposal. The Contractor shall submit to the Village representative copies of all
disposal tickets for each structure demolished, where available, which identify the specific address of the
origin of the debris associated with each ticket. The cost of all disposal fees shall be considered incidental
to the demolition.

D. Hazardous Materials: The potential exists for hazardous materials to be present at the project
locations. It is the Contractor’s responsibility to perform, or cause to be performed, a complete survey
and assessment of the project properties. The survey shall include identifying the presence of lead,
ACM’s, molds, or other hazardous materials. The survey shall include approximate quantities of the
various materials requiring special handling. A copy of the survey and assessment shall be included with
the contractor’s bid.

E. Asbestos Abatement: The handling of asbestos containing material (ACM) is subject to all applicable
state and federal mandates. Asbestos removal is not required on privately owned property that may be
included in this work as part of a public nuisance abatement court order; however, the Contractor shall
comply with applicable regulations regarding handling and disposal. Asbestos will be removed by a
licensed abatement contractor by a separate contract or in accordance with special provisions on
Jurisdiction-owned properties. In the event that asbestos is discovered on a Jurisdiction-owned property
during demolition, the Contractor shall notify the Village representative and the asbestos shall be
removed by a licensed abatement contractor by contract or in accordance with the special provisions.

F. Demolition of Structures with Transite Siding: Privately owned properties containing transite siding
shall be listed in the Contract Documents, and all demolition debris from these structures shall be
disposed of at an approved landfill. The Contractor shall be responsible for notifying said landfill prior to
commencing demolition on these structures to allow for authorization to dispose of material at the landfill.
The Contractor shall assume responsibility for the landfill fees for disposing of the demolition debris. All
structures with transite siding shall be thoroughly sprayed with water during the execution of the
demolition to contain airborne particles. All debris shall be thoroughly wetted prior to transporting to the
landfill.

G. Freon Removal and Disposal: The handling of Freon containing appliances is subject to all
applicable state and federal mandates and regulations. The Contractor shall be responsible for the
identification and removal and disposal of the material in accordance with applicable regulations. All costs
associated with said removal and disposal shall be considered incidental and shall be included in the
lump sum bid for demolition.

H. PCB and Mercury Removal and Disposal: The handling of any fluorescent lighting fixtures and
ballasts containing PCB or mercury is subject to all applicable state and federal mandates and
regulations. The Contractor shall be responsible for the removal and disposal of the material in
accordance with applicable regulations. All costs associated with said removal and disposal shall be
considered incidental and shall be included in the lump sum bid for demolition.

3.06 BACKFILL, GRADING, AND CLEAN UP

A. Backfill: When site conditions permit, as determined by the Village representative, on-site soil shall be
used as backfill material. The top 3-12 inches of topsoil shall be stripped and stockpiled or site for use as
final topsoil and grading material. If adequate topsoil is not available on site, the Contractor shall bring in
enough topsoil from off-site to place a minimum 8-inch cover on the entire site. Excess excavation
materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the Village representative before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage.

B. Suitable Fill:

   a. PGE (recycled concrete, 2'-3") may be used for deep fill.
   b. On-site demolished concrete may be used for deep fill provided material is established to be free of any ACM, lead, or other hazardous materials AND is adequately demolished to allow adequate drainage.
   c. The top 8' shall be top soil suitable for seeding.

C. Compaction: All excavations shall be backfilled with acceptable material and compacted using either Standard Demolition Compaction or Special Demolition Compaction as specified in the Contract Documents and further described as follows.

1. Demolition Compaction: If required in the Contract Documents, all excavations associated with the demolition shall be backfilled and compacted to 95% measured by modified Proctor test.

The Contractor shall notify the Village representative twenty-four hours in advance of placing any backfill or original backfill material so a soil sample can be obtained. It shall be the responsibility of the Jurisdiction or the Contractor, if so designated in the Contract Documents, to run a density test during and after the placement of the backfill material.

C. Additional Fill Material: All additional fill material shall be of equal quality to the soil adjacent to the excavator, and free of rubble or organic matter. The Contractor shall provide for a minimum depth of 8 inches of topsoil over the excavated area. There shall be no payment for additional fill material, which shall be considered incidental to the demolition bid price. Additional fill material shall be acceptable fill material that meets the requirements of Section B above.

D. Hand Labor: The Contractor shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.

E. Grading: The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The Contractor shall grade and shape the site to drain; complete fine grading and final clean up as part of the lump sum price for demolition.

F. Final Cleaning Up: Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in neat and presentable condition. The Contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and seeding of the area.

On demolition sites where seeding will be delayed because of the allowable seeding dates, the Contractor shall complete fine grading and shaping of the site to leave the site in a neat and presentable condition subject to the approval of the Village representative. The bid item for seeding shall include preparation of the seeded, furnishing and installing seed, fertilizer and mulch, maintenance, and guarantee for completed seeded areas, as specified in the Contract Documents.

Final cleaning up shall be subject to approval of the Village representative and in accordance with applicable regulations.
3.07 SANITARY SEWER AND WATER SERVICE DISCONNECTIONS

A. Sanitary Sewer Service Disconnection: All sanitary sewer services shall be disconnected and plugged in conformance with the requirements of the local jurisdiction.

B. Service Disconnection: All water services and stubs for the buildings or properties within the demolition work shall be disconnected in conformance with the requirements of the local jurisdiction.

C. Backfill and Compaction within Jurisdiction Right-of-Way:

1. Streets: Unless stipulated otherwise in the Contract Documents, the Contractor shall backfill, compact as specified, and patch the surface of all excavations made in streets. This cost shall be paid by the Contractor.

2. Jurisdiction Right-of-Way: All areas within the Jurisdiction right-of-way (including parking and sidewalk areas) shall be compacted in conformance with Village of Tinley Park Standards (Trench and Backfill), graded, and seeded.

3.08 SEEDING

All disturbed areas associated with the work shall be seeded in accordance with the provided Section: Seeding.

3.09 SAFETY AND FENCING

A. Safety: The Contractor shall comply with all applicable current federal, state, and local safety and health regulations.

B. Safety Fencing: The Contractor shall furnish and place a safety fence around the site of the work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The fencing, including all materials, shall be considered incidental to the demolition. The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing material shall remain the property of the Contractor.

3.10 AUTHORIZED WORKERS

Only the Contractor and its employees are allowed to demolish, dismantle, detach or dispose of any part of the demolition structure or its contents.

3.11 DAILY CLEAN UP OF RIGHT-OF-WAY AND PRIVATE PROPERTY

At the end of each workday, the Contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

END OF SECTION

SEEDING

PART 1 – GENERAL

1.01 SECTION INCLUDES
A. Certification of Products
B. Acceptance and Warranty
C. Seed Types and Mixes
D. Equipment
E. Application of Seed

1.02 DESCRIPTION OF WORK

A. This specification includes materials, equipment, and labor requirements for the complete and satisfactory installation and maintenance for all seeding.

B. The requirements for the work on this project are familiarity with the site, scope of work of the project, and coordination of the seeding with related work.

C. Seeding includes the operations of seedbed preparation, furnishing, applying, and covering the seed, and compaction of the seedbed.

1.03 PROTECTION OF PROPERTY

A. Take precautions to ensure that equipment, vehicles, and seeding operations do not disturb or damage existing grades, walls, drives, pavement, utilities, plants, lawns, irrigation systems, or other facilities.

B. Verify locations and depths of all underground utilities prior to excavation and report conflicts with new seeding operations.

C. Have repaired and/or pruned by an experienced tree surgeon or arborist, any damage to existing trees or shrubs, including branches and root systems.

D. Repair, replace, and/or return to original condition, any damaged item, at the Contractor's expense.

E. Meet National Pollution Discharge and Elimination System (NPDES) Phase II requirements for stormwater discharges associated with construction and post-construction activities.

1.04 SUBMITTALS

A. Submit certification of products to the Village representative prior to seed placement.

1.07 ACCEPTANCE AND WARRANTY

A. Acceptance:

1. Guarantee in writing that all work has been completed as specified and provide the date that all activities were completed. When a warranty is a separately-bid item, this also establishes the beginning of the warranty period.

2. Acceptance will occur, provided seeded areas are in a live, healthy, growing, and well-established condition without eroded areas, bare spots, weeds, undesirable grasses, disease, or insects.
a. Projects without a separately-bid warranty will be accepted no sooner than 60 days from the date that all activities were completed.

B. Warranty:

1. Required only when established as a bid item by the Village representative.

2. The warranty is to guarantee completed seeding areas for a maximum period of twelve months.

3. During the warranty period, correct and reseed as originally specified, any defects in the seeded areas and grass stand, such as weedy areas, eroded areas, and bare spots, until all affected areas are accepted by the Village representative.

4. Replace or repair to original condition, all damages to property resulting from the seeding operation or from the remedying of defects, at the Contractor's expense.

5. Replacement costs are the Contractor's responsibility, except for those resulting from loss or damage due to lack of care of the project, acts of vandalism, civil disobedience, acts of neglect on the part of others, physical damage by animals, vehicles, fire, or losses due to curtailment of water by local authority, or by "Acts of God".

1.08 MEASUREMENT FOR PAYMENT

All measurements for payment will be made by the Village representative or authorized representative.

A. Conventional Seeding:

1. Seeding:

a. Seeding for a completed installation will be measured in squares: each square containing 100 square feet, or by acres, as specified, of accepted seeding within the contract or easement limits. Areas outside of construction limits or easement limits will not be measured for payment.

b. Payment for seeding will be full compensation for furnishing all materials, equipment, tools, and labor necessary to complete the work. It includes removal of rock and other debris from the area, clearing signs and washes, preparing the seedbed, furnishing and placing seed, including any treatment required, and furnishing water and other care during the care period, unless these items are bid separately.

c. Each type of seeding specified will be measured and paid for separately.

2. Fertilizing: For fertilizer furnished and placed, payment will be made at the contract unit price per acre or square as specified. Payment for fertilizing will be full compensation for furnishing all materials, equipment, tools, and labor necessary to complete the work. It includes spreading fertilizer and mixing it into the soil if specified.

3. Mulching: For mulch furnished and placed, payment will be made at the contract unit price per acre or square as specified. Payment for mulching will be full compensation for furnishing all materials, equipment, tools, and labor necessary to complete the work. It includes placing and tucking the mulch.

B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:
1. Seeding for a completed installation will be measured in squares, each square containing 100 square feet, or by acres, as specified, of accepted seeding within the contract or easement limits. Areas outside of construction limits or easement limits will not be measured for payment.

2. Payment for seeding will be full compensation for furnishing all materials, equipment, tools, and labor necessary to complete the work. It includes removal of rock and other debris from the area, preparing the seedbed, furnishing and placing seed, including any treatment required, furnishing and placing fertilizer and mulch, and furnishing water and other care during the care period, unless these items are bid separately.

3. Each type of seeding specified will be measured and paid for separately.

C. Seeding, Fertilizing, and Mulching for Pneumatic Seeding:

1. Seeding for a completed installation will be measured in squares, each square containing 100 square feet, or by acres, as specified, of accepted seeding within the contract or easement limits. Areas outside of construction limits or easement limits will not be measured for payment.

2. Payment for seeding will be full compensation for furnishing all materials, equipment, tools, and labor necessary to complete the work. It includes removal of rock and other debris from the area, preparing the seedbed, furnishing and placing seed, including any treatment required, furnishing and placing fertilizer and mulch, and furnishing water and other care during the care period, unless these items are bid separately.

3. Each type of seeding specified will be measured and paid for separately.

D. Watering: When bid separately, watering will be measured by metering, if not available, measurement can be done by counting the loads from a transporting tank of known volume. Payment will be at the contract unit price per 1,000 gallons.

E. Warranty: Warranty for seeding will be based on lump sum. Lump sum items will not be measured.

F. Incidental Items: Items not listed as specific bid items or negotiated items will not be measured.

PART 2 – PRODUCTS

2.01 SEED

This section includes both temporary and permanent seeding.

A. Seed Quality: Ensure the seed provided meets or exceeds the minimum requirements of purity and germination stated on an analysis document that specifies quality. Approval of all seed for use will be based on the accumulated total of Pure Live Seed (PLS) for each phase of work. PLS is obtained by multiplying purity times germination. PLS shall not be less than the accumulated total of the PLS specified. If the purity and/or germination of native grasses exceeds the minimum required, adjust the application rate based on PLS.

If the seed does not comply with minimum requirements for purity and germination and such seed cannot be obtained, the Village representative may approve use of the seed on a basis of PLS or may authorize a suitable substitute for the seed specified.

B. Requirements on Containers:
1. Seed: Provide seed with a tag on each container. The seed analysis on the label shall be mechanically printed.

2. Mulch: When packaged, provide mulch in new labeled containers.

3. Tackifier: Provide tackifier packaged in new labeled containers.

4. Sticking Agent: Use a commercial sticking agent recommended by the manufacturer of the inoculant. For quantities less than 50 pounds, the sticking agent need not be a commercial agent, but requires approval by the Village representative. Apply sticking agent separately prior to application of inoculant. Follow safety precautions specified on the product label.

2.02 SEED MIXTURES

See the contract documents for the specified seed mixture. If none is specified, use the following. The Contractor may submit a modification of the mixture for the Village representative's consideration.

A. Type 1 (Permanent Lawn Mixture): Used for residential and commercial turf site, fertilized, typically mowed.

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Application Rate lb/1000 s.f.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kentucky bluegrass blend</td>
<td>1 to 3</td>
</tr>
<tr>
<td>Kentucky bluegrass/perennial ryegrass mix (80:20)</td>
<td>3 to 4</td>
</tr>
<tr>
<td>Kentucky bluegrass/fine fescue mix (50:50)</td>
<td>3 to 5</td>
</tr>
<tr>
<td>Tall fescue blend</td>
<td>6 to 9</td>
</tr>
</tbody>
</table>

2.03 FERTILIZER

Use fertilizer of the grade, type, and form specified, that complies with the following requirements:

A. Grade: Identify the grade of fertilizer according to the percent nitrogen (N), percent of available phosphoric acid (P<sub>2</sub>O<sub>5</sub>), and percent water soluble potassium (K<sub>2</sub>O), in that order, and base approval on that identification.

The Contractor may substitute other fertilizer containing analysis percentages different from those specified, provided that the minimum amounts of actual nitrogen, phosphate, and potash per acre are supplied, and that in no case does the total amount per acre of the three fertilizer elements be exceeded by 30% of the following minimum amounts:

1. For Conventional Seeding, Permanent: Apply a 13-13-13 commercial fertilizer or the equivalent units of nitrogen, phosphate, and potash at the rate of 450 pounds per acre.
2. For Conventional Seeding: Temporary. Apply commercial fertilizer to all seeded areas at the rate of 450 pounds per acre of 13-13-13 (or equivalent) unless otherwise specified in the contract documents.

3. For Hydraulic Seeding: Apply fertilizer in combination with seeding by a hydraulic seeder. Apply a 13-13-13 commercial fertilizer or the equivalent units of nitrogen, phosphate, and potash at the rate of 450 pounds per acre.

4. For Pneumatic Seeding: Based on the compost nutrient analysis, supply any commercial fertilizer necessary to meet the 13-13-13 units of nitrogen, phosphate, and potash at the rate of 450 pounds per acre as the compost is applied.

B. Type: Use fertilizer that can be uniformly distributed by the application equipment. Furnish fertilizer either as separate ingredients or in chemically combined form.

2.04 STICKING AGENT

A. Use a sticking agent that is a commercial material recommended by the manufacturer to improve adhesion of inoculant to the seed. For small quantities less than 50 pounds, the sticking agent need not be a commercial agent, but it must be approved by the Village representative and must be applied separately prior to application of inoculant.

B. Follow safety precautions specified on the product label. A sticking agent is not required if a liquid formulation of inoculant is used.

2.05 NOT USED

2.06 WATER

Use water that is free of any substance harmful to seed germination or plant growth.

2.07 MULCH

A. For Conventional Seeding:

1. Material used as mulch may consist of the following:
   a. Dry cereal straw (oats, wheat, barley, or rye)
   b. Prairie hay
   c. Wood excelsior composed of wood fibers, at least 8 inches long, based on an average of 100 fibers, and approximately 0.024 inch thick and 0.031 inch wide. The fibers must be cut from green wood and be reasonably free of seeds or other viable plant material.

2. Do not use other hay (brome grass, timothy, orchard grass, alfalfa, or clover).

3. All material used as mulch must be free from all noxious weed, seed-bearing stalks, or roots and will be inspected and approved by the Village representative prior to its use.

4. The Contractor may use other materials, subject to the approval of the Village representative.

B. For Hydraulic Seeding:
1. Wood Cellulose:
   a. Use material that is a natural or cooked cellulose fiber processed from whole wood chips, or a combination of up to 50% recycled paper (by volume).
   b. Product contains a colloidal polysaccharide tackifier adhered to the fiber to prevent separation during shipment and avoid chemical co-agglomeration during mixing.
   c. Form a homogeneous slurry of material, tackifier, and water.
   d. Use a slurry that can be applied with standard hydraulic mulching equipment.
   e. Dye the slurry green to facilitate visual metering during application.
   f. Do not use materials that have growth or germination-inhibiting factors or any toxic effect on plant or animal life when combined with seed or fertilizer.

2. Bonded Fiber Matrix (BFM):
   a. Produced from long-strand wood fibers, held together by organic tackifiers and bonding agents that, when dry, become insoluble and non-dispersible.
   b. Upon curing 24-48 hours, form a continuous, 100% coverage, flexible, absorbent, erosion-resistant blanket that encourages seed germination.
   c. Manufactured to be applied hydraulically.
   d. Physical Properties:
      1) Fibers: Virgin wood, greater than 86% of total volume.
      2) Organic Material: Greater than 96% of total volume.
      3) Tackifier: 8-10%.
      4) pH: 4.8 minimum.
      5) Moisture Content: 12% +/- 3%.
      6) Water-Holding Capacity: 1.2 gal/lb.

3. Mechanically-Bonded Fiber Matrix (MBFM):
   a. Produced from long-strand wood fibers and crimped, interlocking synthetic fibers.
   b. Within two hours of application, form a continuous, 100% coverage, flexible, absorbent, porous, erosion-resistant blanket that encourages seed germination.
   c. Manufactured to be applied hydraulically.
   d. Physical properties:
Seed only the areas shown on the plans and in the contract documents. Seed damaged areas that are disturbed outside the contract limits at the expense of the Contractor. Do not disturb areas having a satisfactory growth of desirable grasses or legumes.

3.02 FINISH GRADING AND TOPSOIL

1. Place the topsoil after all grading and trenching activities in the area have been completed.

2. Place topsoil at least 8 inches deep, smooth and finish grade according to the contract documents. If topsoil is being amended with compost, thoroughly blend compost with on-site topsoil.

3. After finish grading the topsoil, remove clods, lumps, rocks, litter, other undesirable material, or stones larger than 1-inch (1/2-inch for turfgrass).

3.03 CONVENTIONAL SEEDING

A. Order of Operations:

1. Fertilizing

2. Seedbed preparation

3. Seed preparation/application

4. Mulching

B. Fertilizing:

1. Apply fertilizer immediately prior to seedbed preparation. Incorporate the fertilizer into the top 2 to 3 inches of topsoil during the seedbed preparation. Equipment that results in ruts or excessive compaction will not be permitted.

C. Seedbed Preparation, Permanent:

1. Limit preparation of seedbed to areas that will be seeded immediately upon completion.

2. Work areas accessible to field equipment to a depth of not less than 3 inches. Use mechanical rotary tillage equipment for the preparation of seedbed on earth shoulders, urban or raised medians, rest areas, and islands. Prepare all areas inaccessible to field machinery, to a depth of not less than 2 inches. Use care that the entire width of the shoulder and areas around headwalls, wingwalls, flumes, and other structures are prepared in the manner specified. Where weed growth has developed extensively, they may be disked into the ground. If weed growth develops sufficiently to interfere with proper seedbed preparation, mow the weeds and remove them from the project at the Contractor’s expense.

Use crawler type or dual-wheeled tractors for seedbed preparation. Operate equipment in a manner to minimize displacement of soil and disturbance of the design cross section. Harrow ridges in excess of 4 inches due to operation of tillage equipment prior to rolling with the cuttoffactor. Roll the area with not less than one pass of the cuttopacker prior to permanent seeding.

3. Shape and fine grade to remove rills or gullies. Water pockets, undesirable vegetation, and irregularities to provide a smooth, firm, and even surface true to grade and cross-section. Disk and rototill seedbed to a minimum 3-inch depth. For Type 1 (lawn seeding), prepare to a fine texture and without soil lumps.
Coordinate preparation of all ditches designated for special ditch control with the seedbed preparation. Till parallel to the contours.

4. For Type 1 (lawn seeding), smooth the seedbed with a cultivator-type tillage tool having a rake bar or a rock rake. Pick up and remove all debris, such as rocks, stones, concrete larger than 2 inches (1/2 inch maximum stone size for lawn seeding), or roots and other objectionable material that will interfere with the seeding operation. A spring tooth cultivator may be used in lieu of a rock picker. Remove the rock by hand after each use of the cultivator; repeat the process until the soil is relatively free of rock as determined by the Village representative.

5. Choose equipment to minimize soil compaction. Operate equipment in a manner to minimize displacement of soil and disturbance of the design cross-section. Smooth ridging in excess of 3 inches due to operation of tillage equipment prior to rolling with the cultipacker. Roll the area with at least one pass of the cultipacker. Remove ruts that develop during the sequence of operations before subsequent operations are performed. This must be completed just prior to seeding and the work approved by the Village representative before the seeding application.

E. Seeding:

1. Seed Application, Permanent:
   a. Prior to seeding, the seedbed will be inspected and approved by the Village representative. Use methods and procedures consistent with equipment manufacturer's recommendations; however, do not operate ground-driven equipment at speeds greater than 10 mph.
   b. On all areas accessible to machinery, sow seed with a gravity seeder, endgate cyclone seeder, or seed drill.
   c. On areas inaccessible to field machinery, the use of hand-operated cyclone seeders will be permitted, but no other hand-seeding methods will be accepted.
   d. The application of grass and legume seed with hand seeders on early spring work must be performed as separate operations. No mixing of the two types of seed will be permitted.
   e. All seeded areas will have one pass with a roller or cultipacker to firm the soil.

F. Mulching:

1. Mulch all conventionally seeded areas the same day the seed is sown. Uniformly distribute the mulch over the required areas at a rate of 1.5 tons/acre for dry cereal straw, 2 tons/acre of wood excelsior, or 2 tons/acre for prairie hay. Prairie hay is not suitable for Type 1 (lawn seeding).

2. Work the mulch into the soil with a mulch tucker designed to anchor the mulch into the soil by means of dull blades or disks. Operate equipment in a manner to minimize displacement of the soil and disturbance of the design cross-section.

3.04 HYDRAULIC SEEDING

A. Order of Operations:

1. Seedbed preparation
2. Seed application, fertilizing, and mulching

**B. Seed Preparation:** Inoculant, in the quantities specified above, may be applied directly into the supply tank with seed, water, and other material.

**C. Seed Application, Fertilizing, and Mulching:**

1. Place all material, seed, fertilizer, mulch, and tackifier (if applicable) in hydraulic mulching equipment specifically manufactured for hydraulic seeding. Do not apply fertilizer with native grass, wildflower, or wetland seeding.

2. Ensure that the hydraulic equipment, pump, and application process do not damage or crack seeds.

3. Mix materials with fresh potable water using a combination of both recirculation through the equipment’s pump and mechanical agitation to form a homogeneous slurry.

4. If necessary, dampen dry, dusty soil to prevent balling of the material during application.

5. Apply the slurry evenly over all specified areas at component material rates specified.

   a. Wood Cellulose Mulch:

      1) Mulch: Minimum 2600 lb/acre dry weight.

      2) Tackifier: Minimum 50 lb/acre.


   c. Mechanically-Bonded Fiber Matrix: Minimum 3600 lb/acre dry weight.

6. Retain and count empty bags of mulch to ensure final application rate.

7. Hydromulching: Hydromulching may be done over conventional seeding and/or fertilizing, if approved by the Village representative.

**3.05 NOT USED**

**3.06 WATERING**

A. Provide water, equipment, transportation, water tanker, hoses, sprinklers, and labor necessary for the application of water.

B. Use enough water to keep the soil and mulch moist to a depth of 1 inch and ensure growth of the seed. For turfgrass seeding areas, sufficiently water to keep the soil moist for a minimum of 21 days. If natural rainfall is adequate to keep the soil and mulch moist, artificial watering may not be needed.

**3.07 RE-SEEDING**

A. When all work related to seeding, fertilizing, and/or mulching has been completed on an area, and is washed out or damaged, re-seed, fertilize, and/or mulch the area at the contract unit price(s) when so ordered by the Village representative.
3.08 CLEANUP

All work related to cleanup throughout the project and upon completion is the responsibility of the Contractor, at the Contractor’s expense.

A. Remove all excess materials, debris, and equipment upon completion of work.

B. Clean all paved surfaces open for public use at the end of each day and prior to forecasted precipitation.

C. Repair any damage resulting from seeding operations.

D. Remove hydraulic slurry and other excess debris related to seeding operations from buildings, landscaping, mulch, pavement, and any other areas not specified for application, at the end of each day.

END OF SECTION
ADDENDUM #4 TO VILLAGE OF TINLEY PARK INVITATION
TO BID DEMOLITION OF STRUCTURES AT:

17100 S. Harlem Avenue
6573 W. 167th Street
6825 W. 171st Street

ADDENDUM #4

TO ALL BIDDERS: Attention of all Bidders is called to the following revisions to the
Invitation to Bid to the Village of Tinley Park Demolition of Structures at: 17100 S.
Harlem, 6573 W. 167th Street and 6825 W. 171st Street. The information given in this
Addendum shall be taken into account by each prospective Bidder in the preparation of its
Bid

1. **Bid Due Date:** The due date for bids remains as 10:00 AM on June 20, 2016 (Central
Standard Time)
2. **Bidder Questions** – The Village has received no questions resulting from the Mandatory
Pre-Bid/Site Visit.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum and certifies that Its bid is submitted is
in accordance with the information, instructions, and stipulations set forth herein. The changes
identified in this addendum take precedence over anything to the contrary in the original
specifications or other addenda issued for this project. All other terms and conditions of the
original specifications and previous addenda remain in full force and effect.

[Signature]
Name of Business

[Signature]
Title: Corp Secretary

Date: 07/20/16
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER  
JIM PARTHEMORE (11784)  
9432 W 143RD ST  
ORLAND PARK, IL  60462-0000

CONTACT  
NAME: JIM PARTHEMORE  
PHONE: 708-745-5151  
FAX: 708-226-6896  
E-MAIL: JIM.PARTHEMORE@COUNTRYFINANCIAL.COM  
INSURER(S) AFFORDING COVERAGE:  
NAIC #

INSURED  
5028593  
BECHSTEIN CONSTRUCTION CORP  
PO BOX 277  
TINLEY PARK, IL  60477

INSURER A: COUNTRY Mutual Insurance Company  
20990

COVERAGE

CERTIFICATE NUMBER:  
REVISION NUMBER:

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

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

JOB NAME:  
JOB LOCATION: 17100 S HARLEM AVE, TINLEY PARK
(CONTINUED)

CERTIFICATE HOLDER  
VILLAGE OF TINLEY PARK  
16250 SOUTH OAK PARK AVE.  
TINLEY PARK, IL  60477

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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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
**ADDITIONAL REMARKS SCHEDULE**

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**EFFECTIVE DATE:** 7/25/2016

**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD form.

**FORM NUMBER:** ACORD 25  **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

**ADDITIONAL INSURED(S):**
VILLAGE OF TINLEY PARK

**WORKERS COMPENSATION EXCLUSIONS:**
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.
Performance Bond

CONTRACTOR:
(Name, legal status and address)
Bechstein Construction Corp.
P.O. Box 277
Tinley Park, IL 60477

OWNER:
(Name, legal status and address)
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

CONSTRUCTION CONTRACT
Date: July 21, 2016

SURETY:
(Name, legal status and principal place of business)
Employers Mutual Casualty Company
1815 S. Meyers Road, Suite 500
Oak Brook Terrace, IL 60181

Amount: $65,170.00  Sixty Five Thousand One Hundred Seventy Dollars and 00/100

Description:
(Name and location)
Demolition of 1 Property, Asbestos Removal, Restoration @ 17100 S. Harlem Avenue., Tinley Park.

BOND
Date: July 26, 2016
(Not earlier than Construction Contract Date)

Amount: $65,170.00  Sixty Five Thousand One Hundred Seventy Dollars and 00/100

Modifications to this Bond: ☒None  ☐See Section 16

CONTRACTOR AS PRINCIPAL
Company: Bechstein Construction Corp.

Signature: [Signature]
Name: Keny Mahmo
And Title: Corp. Secretary

SURETY
Company: Employers Mutual Casualty Company

Signature: [Signature]
Name: Rene' Roulo
And Title: Attorney-in-Fact

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

AGENT or BROKER:
The Horton Group
10320 Orland Parkway
Orland Park, IL 60467
708-845-3000

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

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

The Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Init. /
§ 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 therefrom 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.)

<table>
<thead>
<tr>
<th>CONTRACTOR AS PRINCIPAL</th>
<th>SURETY</th>
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<td>Company:</td>
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<td>(Corporate Seal)</td>
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<td>Name and Title:</td>
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<td>Address</td>
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This document conforms to the wording and provisions of the AIA A312-2010
Payment Bond

CONTRACTOR:
(Name, legal status and address)
Bechstein Construction Corp.
P.O. Box 277
Tinley Park, IL. 60477

OWNER:
(Name, legal status and address)
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL. 60477

CONSTRUCTION CONTRACT
Date: July 21, 2016

Amount: $65,170.00
Sixty Five Thousand One Hundred Seventy Dollars and 00/100

Description:
(Name and location)
Demolition of 1 Property, Asbestos Removal, Restoration @ 17100 S. Harlem Avenue., Tinley Park.

BOND
Date: July 26, 2016
(Not earlier than Construction Contract Date)

Amount: $65,170.00
Sixty Five Thousand One Hundred Seventy Dollars and 00/100

Modifications to this Bond: □ None

CONTROLLER AS PRINCIPAL

Company: Bechstein Construction Corp.
Signature:
Name: Kelly Marmo
And Title: Corp. Secretary

SURETY

Company: Employers Mutual Casualty Company
Signature:
Name: Rene' Roulo
And Title: Attorney-in-Fact

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

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

The Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

AGENT or BROKER:

The Horton Group
10320 Orland Parkway
Orland Park, IL 60467
708-845-3000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Init. /
§ 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 of 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 Contraction 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:

\[
\begin{array}{|l|l|}
\hline
\text{CONTRACTOR AS PRINCIPAL} & \text{SURETY} \\
\hline
\text{Company:} & \text{Company:} \\
\text{(Corporate Seal)} & \text{(Corporate Seal)} \\
\hline
\text{Signature:} & \text{Signature:} \\
\hline
\text{Name and Title:} & \text{Name and Title:} \\
\text{Address} & \text{Address} \\
\hline
\end{array}
\]

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

This document conforms to the wording and provisions of the AIA A312-2010 bond form.
STATE OF ILLINOIS
COUNTY OF COOK

I, John J. Naso Jr., a Notary Public in and for the state and county aforesaid, do hereby certify that Rene' Roulo of Orland Park, Illinois who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as Attorney-in-Fact of the Employers Mutual Casualty Company, and as the free and voluntary act of the Employers Mutual Casualty Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of July, A.D. 2016.

My commission expires December 13, 2017
NOTARIAL JURAT

[Signature]
Notary Public

[Notary Seal]
OFFICIAL SEAL
JOHN J. NASO, JR.
Notary Public, State of Illinois
My Commission Expires 12/13/2017
CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Rene' Roulo

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: S441142
Principal: Bechstein Construction Corp.
Oblige: Village of Tinley Park

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 13th day of January, 2014.

Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 6 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freil
Assistant Vice President/Assistant Secretary

On this 13th day of January, 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freil, who being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freil, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.


KATHY LYNN LEVERIDGE
Commission Expires October 10, 2016
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 13th day of January, 2014, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of July 2016.

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."
July 26, 2016

Bechstein Construction Corp.

Re: Proof of Compliance with 30 ILCS 500/30-22 (6)
our File No. MI-00321

Dear Sir or Madam:

At the request of Bechstein Construction Corp., I am providing you with evidence of the company’s compliance with the apprenticeship requirements in 30 ILCS 500/30-22 (6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003, IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Bechstein Construction Corp. is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor’s apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,
IUOE, Local 150, AFL-CIO
District 1 dispatch office

Maribel Hernandez

mh

Enclosures: Certificates
The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois

For the Trade of Repairer (Heavy)
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002

Secretary of Labor

Registration No.

IL 012020003
The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration
Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Operating Engineer
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

November 5, 2002

 Registration No. 2780173

Secretary of Labor

Anthony Bourke
Administrator, Apprenticeship Training, Employer and Labor Services