



August 30, 2017

Jodi Frailey, Construction Analyst
Indiana, Illinois and Iowa Foundation for Fair Contracting
6170 Joliet Road, Suite 200
Countryside, IL 60525

VIA EMAIL – JFrailey@iiiiffc.org

Re: FOIA Request Dated August 24, 2017 and received August 25, 2017

Subject: A request for the following information regarding the Old Post Elementary School Playground Renovation Project:

1. Please provide a copy of the signed contract between the School District and Hacienda Landscaping, Inc.
2. Please provide a copy of Hacienda Landscaping's full bid packet to include (but not limited to): bid bond, Certificate of Insurance, list of sub contractors.
3. Please provide a start and estimated completion date.
4. Please provide copies of any correspondence between the School District and Hacienda as well as any engineers' or project management notes from weekly meetings, updates, etc.
5. Please provide copies of any and all payment records to date: Certified Payrolls, request for payments, waivers of lien, etc.

Dear Ms. Frailey:

This letter will serve as Community Unit School District 308's response to your August 25, 2017 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #17-18*.

Please be advised that to comply with your FOIA request, the district incurred the expense of **\$107.07** comprised of the cost of labor and resources used to search for records responsive to your request. You are not legally required to reimburse the district for the amount incurred.

Please let me know if you have additional questions. Thank you.

Kandi King

Kandi King
Freedom of Information Officer



STATE OF ILLINOIS

COUNTY OF WILL

WAIVER OF LIEN TO DATE

Qty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by COMMUNITY UNIT SCHOOL DISTRICT 308 to furnish INSTALLATION OF PLAYGROUND for the premises known as OLD POST of which COMMUNITY UNIT SCHOOL DISTRICT 308 is the owner.

THE undersigned, for and in consideration of TWENTY FOUR THOUSAND AND TWELVE DOLLARS AND ZERO CENTS

(\$24,012.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 8-21-2017 COMPANY NAME HACIENDA LANDSCAPING INC

ADDRESS 2005 ZUMBERLAND DR PLAINFIELD, IL 60058

SIGNATURE AND TITLE

[Signature] President



*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF WILL

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) MARIA GUZMAN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) HACIENDA LANDSCAPING INC WHO IS THE CONTRACTOR FURNISHING INSTALLATION OF PLAYGROUND WORK ON THE BUILDING LOCATED AT OLD POST SCHOOL OWNED BY COMMUNITY UNIT SCHOOL DISTRICT 308

That the total amount of the contract including extras* is \$381,727.00 on which he or she has received payment of \$0 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES | WHAT FOR | CONTRACT PRICE INCLDG EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---------------------------------------------------------|--------------|-------------------------------|-------------|--------------|--------------|
| HACIENDA LANDSCAPING INC | INSTALLATION | \$163,717.58 | \$0.00 | \$18,898.58 | \$144,819.00 |
| GRABER MANUFACTURING INC | BIKE RACK | \$690.10 | \$0.00 | \$690.10 | \$0.00 |
| NUTOYS | PLAYGROUND | \$212,896.00 | \$0.00 | \$0.00 | \$212,896.00 |
| ZENON | TRASH CAN | \$2,517.00 | \$0.00 | \$2,517.00 | \$0.00 |
| FEDERAL RENT | FENCE | \$1,906.32 | \$0.00 | \$1,906.32 | \$0.00 |
| TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE. | | \$381,727.00 | \$0.00 | \$24,012.00 | \$357,715.00 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 8/21/17

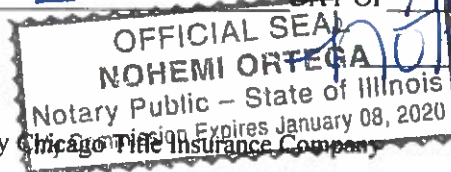
SIGNATURE:

21

DAY OF August, 2017

SUBSCRIBED AND SWORN TO BEFORE ME THIS

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NOTARY PUBLIC



STATE OF ILLINOIS

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THE undersigned, for and in consideration of TWENTY FOUR THOUSAND AND TWELVE DOLLARS AND ZERO CENTS

(\$24,012.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 8-21-2017 COMPANY NAME HACIENDA LANDSCAPING INC

ADDRESS 2005 CUMBERLAND DR PLAINFIELD, IL 600586

SIGNATURE AND TITLE

[Signature] President



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DATE 8/21/17SIGNATURE: *[Signature]*

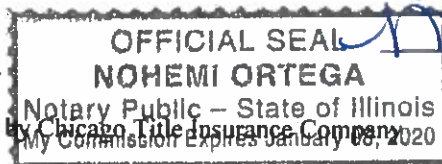
SUBSCRIBED AND SWORN TO BEFORE ME THIS

21

DAY OF

August, 2017

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NOTARY PUBLIC

f.1722 R5/96

Provided by Chicago Title Insurance Company



STATE OF ILLINOIS

COUNTY OF WILL

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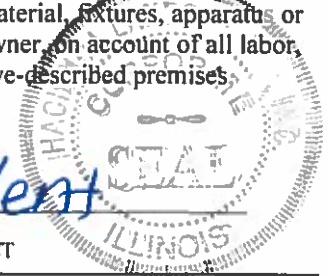
DATE 8-21-2017 COMPANY NAME HACIENDA LANDSCAPING INC

ADDRESS 2005 CUMBERLAND DR PLAINFIELD, IL 600586

SIGNATURE AND TITLE

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| NAMES AND ADDRESSES | WHAT FOR | CONTRACT PRICE INCLDG EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
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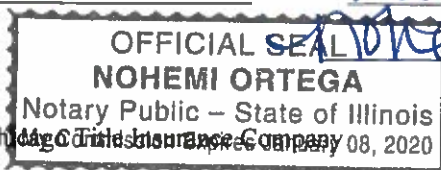
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DATE 8/21/17

SIGNATURE: *[Signature]*

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21 DAY OF August, 2017

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



[Signature]
NOTARY PUBLIC

PAYMENT APPLICATION

| | | | |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| TO: Community Unit School District 308 71 Stonehill Road Oswego, IL 60543 | PROJECT NAME AND LOCATION: Old Post Playground Renovation Installation of Playground | APPROVAL APPLICATION # 1 08/16/2017 | Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR |
| FROM: Hacienda Landscaping Inc 2005 Cumberland D Plainfield, IL 60586 | ARCHITECT: Oswego, IL 60543 | PERIOD THRU: 14 -70-000- 566 #s: | |
| FOR: Old Post Playground Renovation | | DATE OF CONTRACT: 07/31/2017 | |

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

| | |
|--------------------------------------------------------------------------|--------------|
| 1. CONTRACT AMOUNT | \$381,727.00 |
| 2. SUM OF ALL CHANGE ORDERS | \$0.00 |
| 3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2) | \$381,727.00 |
| 4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) | \$26,680.00 |
| 5. RETAINAGE: | |
| a. 10.00% of Completed Work (Columns D + E on Continuation Page) | \$2,668.00 |
| b. 0.00% of Material Stored (Column F on Continuation Page) | \$0.00 |
| Total Retainage (Line 5a + 5b or Column I on Continuation Page) | \$2,668.00 |
| 6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total) | \$24,012.00 |
| 7. LESS PREVIOUS PAYMENT APPLICATIONS | \$0.00 |
| 8. PAYMENT DUE | \$24,012.00 |
| 9. BALANCE TO COMPLETION (Line 3 minus Line 6) | \$357,715.00 |

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the work has been completed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Hacienda Landscaping Inc
By: [Signature] Date: 8/16/17
State of: IL
County of: Will
Subscribed and sworn to before me this 16 day of August, 2017
Notary Public: [Signature]
My Commission Expires: 1/18/2020

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT:

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: _____ Date: _____
By: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Page 2 of 3

Payment Application containing Contractor's signature is attached.

PROJECT: Old Post Playground Renovation
Installation of Playground
APPLICATION #: 1
DATE OF APPLICATION: 08/16/2017
PERIOD THRU: 08/16/2017
PROJECT #s:

| A | B | C | D | | E | F | G | | H | I |
|------------|------------------------------------------------------------------------|------------------|-------------------------|--|--------------------|----------------------------------|----------------------------------------|-----------------|-----------------------------|-------------------------|
| ITEM # | WORK DESCRIPTION | SCHEDULED AMOUNT | COMPLETED WORK | | AMOUNT THIS PERIOD | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (If Variable) |
| | | | AMOUNT PREVIOUS PERIODS | | | | | | | |
| 1 | GENERAL | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | |
| 2 | Performance, material and labor bond | \$6,500.00 | \$0.00 | | \$6,500.00 | \$0.00 | \$6,500.00 | 100% | \$0.00 | |
| 3 | 6' high chain link construction fence (elementary PG #610 L.F | \$7,080.00 | \$0.00 | | \$7,080.00 | \$0.00 | \$7,080.00 | 100% | \$0.00 | |
| 4 | KINDERGARTEN PLAYGROUND | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | |
| 5 | Remove and legally dispose of the existing play equipment swings and | \$4,000.00 | \$0.00 | | \$4,000.00 | \$0.00 | \$4,000.00 | 100% | \$0.00 | |
| 6 | Excavate and legally dispose of all wood safety surface and filter | \$9,000.00 | \$0.00 | | \$9,000.00 | \$0.00 | \$9,000.00 | 100% | \$0.00 | |
| 7 | Backfill playground footings holes with existing pea gravel (approx 35 | \$100.00 | \$0.00 | | \$100.00 | \$0.00 | \$100.00 | 100% | \$0.00 | |
| 8 | Furnish and assemble and install kindergarten playstructure | \$91,000.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$91,000.00 | |
| 9 | Furnish, assemble and install swings | \$12,120.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$12,120.00 | |
| 10 | Furnish, assemble and install independent play equipment | \$6,200.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$6,200.00 | |
| 11 | Furnish and assemble and install benches (4) | \$3,200.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$3,200.00 | |
| 12 | Furnish, assemble and install trash receptacle | \$1,090.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$1,090.00 | |
| 13 | Construct concrete pads | \$944.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$944.00 | |
| 14 | Respread existing pea gravel | \$1,000.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$1,000.00 | |
| 15 | Furnish and install new pea gravel | \$6,600.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$6,600.00 | |
| 16 | Furnish and install new filter fabric | \$1,437.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$1,437.00 | |
| SUB-TOTALS | | \$150,271.00 | \$0.00 | | \$26,680.00 | \$0.00 | \$26,680.00 | 18% | \$123,591.00 | |

CONTINUATION PAGE

Page 3 of 3

Payment Application containing Contractor's signature is attached.

PROJECT:

Old Post Playground Renovation
Installation of Playground

APPLICATION #:
DATE OF APPLICATION:
PERIOD THRU:

1
08/16/2017
08/16/2017

PROJECT #s:

| A | B | C | D | | E | F | G | | H | I |
|--------|---------------------------------------------------------------------------|------------------|-------------------------|--|--------------------|----------------------------------|----------------------------------------|-----------------|-----------------------------|-------------------------|
| ITEM # | WORK DESCRIPTION | SCHEDULED AMOUNT | COMPLETED WORK | | AMOUNT THIS PERIOD | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (If Variable) |
| | | | AMOUNT PREVIOUS PERIODS | | | | | | | |
| 17 | Furnish and install new wood fiber safety surface | \$14,450.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$14,450.00 | |
| 18 | ELEMENTARY PLAYGROUND | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | |
| 19 | Remove and legally dispose of Existing play equipment swings and | \$4,000.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$4,000.00 | |
| 20 | Excavate and legally dispose of all wood safety surface and filter fabric | \$12,000.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$12,000.00 | |
| 21 | Backfill playground footing holes with existing pea gravel (approx 40 | \$100.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$100.00 | |
| 22 | Furnish assemble and install elementary playstructure | \$141,300.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$141,300.00 | |
| 23 | Furnish assemble and install swings | \$15,000.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$15,000.00 | |
| 24 | Furnish assemble and install independent play equipment | \$7,120.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$7,120.00 | |
| 25 | Furnish assemble and install benches (4) | \$3,300.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$3,300.00 | |
| 26 | Furnish assemble and install trash receptacles | \$2,180.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$2,180.00 | |
| 27 | Furnish assemble and install bike rack | \$900.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$900.00 | |
| 28 | Construct concrete pads | \$1,496.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$1,496.00 | |
| 29 | Respread existing pea gravel | \$1,200.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$1,200.00 | |
| 30 | Furnish and install new pea gravel | \$8,340.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$8,340.00 | |
| 31 | Furnish and install new filter fabric | \$1,812.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$1,812.00 | |
| 32 | Furnish and install new wood fiber safety surface | \$18,258.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | 0% | \$18,258.00 | |
| TOTALS | | \$381,727.00 | \$0.00 | | \$26,680.00 | \$0.00 | \$26,680.00 | 7% | \$355,047.00 | |

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 17th day of July in the year 2017

BETWEEN the Owner:

Board of Education of Community Unit School District 308
4175 Rt. 71
Oswego, IL 60543

and the Contractor:

Hacienda Landscaping, Inc., an Illinois corporation
2005 Cumberland Dr.
Plainfield IL 60586
Phone: 815-782-6493

for the following Project:

Old Post Elementary School Playground Renovations
100 Old Post Road
Oswego, IL 60543

The Park District:

Board of Park Commissioners of Oswegoland Park District
313 E. Washington St.
Oswego, IL 60543

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date stated below.

(Paragraphs deleted)

Work shall commence as soon as possible after execution of this Agreement and submission of all necessary bonds and insurance documentation. No Work shall be done on Friday, September 8, 2017, and no workers shall be present on site.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work as follows:

All work shall be completed by Friday, November 3, 2017.

(Table deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Init.

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User Notes:

(1212705897)

(Paragraphs deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Eighty-One Thousand Seven Hundred Twenty-Seven Dollars (\$ 381,727.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

None.

§ 4.3 Unit prices:

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|---------------------------------------------------------------|-----------------------|-------------------------|
| Silt fence (including installation, maintenance, and removal) | Linear foot | \$3.00/l.f. |

§ 4.4 Allowances included in the Contract Sum,:

| Item | Price |
|-------|-------|
| None. | |

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner's representative by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Billing cycle is for Work actually completed through the end of each month. End of month projections are not allowed.

§ 5.1.3 Provided that an Application for Payment is received by the Owner's representative not later than the tenth (10th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Owner's representative after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner's representative receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner's representative may require. This schedule, unless objected to by the Owner's representative, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10

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%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner's representative has withheld or nullified an Application for Payment.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Owner's representative shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(Paragraph deleted)

Reduction of retainage may be requested by the Contractor but remains subject to the recommendation of the Owner's representative and the sole discretion of the Owner.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Application for Payment has been issued to the Owner's representative.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Application for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Owner's representative will serve as Initial Decision Maker unless the parties appoint another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

[] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Init.

☒ [X] Litigation in a court of competent jurisdiction. The parties agree that venue for all actions between the parties shall lie solely in the Illinois Circuit Court having jurisdiction over Kendall County, Illinois, and the Contractor hereby submits to the jurisdiction of that court.

☐ [] Other (*Specify*)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

0.0 % per annum

§ 8.3 The Owner's representative:

Mike Barr, Director of Operations
Community Unit School District 308
71 Stonehill Dr.
Oswego IL 60543
Phone: 630-636-3192 / Fax: 630-636-3197
mbarr@sd308.org

§ 8.4 The Contractor's representative:

Juan Guzman, Superintendent
Hacienda Landscaping, Inc.
2005 Cumberland Dr.
Plainfield IL 60586
Phone: 815-791-1033
hacienda5779@yahoo.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

All references to the "Architect" in the Contract Documents shall be interpreted to refer to the Owner's representative as specified in § 8.3 above. However, the Owner's representative shall not be required to issue Certificates for Payment. Representatives of the Park District may assist the Owner's representative in administering the Project.

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are contained in Section 00700 of the Project Manual dated May 18, 2017, and AIA Document A201-2007..

§ 9.1.3 The Supplementary and other Conditions of the Contract are contained in the Project Manual dated May 18, 2017.

(Table deleted)

§ 9.1.4 The

(Paragraphs deleted)

Specifications are contained in the Project Manual dated May 18, 2017.

(Table deleted)

§ 9.1.5 The Drawings:

Old Post Elementary School Playground Renovations Bid Set, dated May 18, 2017,

(Table deleted)

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
| None | | |

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1

[This item intentionally left blank.]

.2 Other documents, if any, listed below:

Advertisement for Bids

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Sections 00100, 00300, 00400, and 00700 of the Project Manual.

| Type of insurance or bond | Limit of liability or bond amount (\$0.00) |
|--------------------------------------------------------|--------------------------------------------------------------------------------|
| BONDS | |
| - Performance Bond and Labor and Material Payment Bond | 100% of the Contract Sum |
| INSURANCE | |
| - Commercial general liability insurance | \$1,000,000 each occurrence, \$2,000,000 general aggregate (with XCU coverage) |
| - Business auto liability insurance | \$1,000,000 per accident |
| - Workers compensation insurance | \$500,000 each accident for bodily injury by accident, |

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\$500,000 each employee for bodily injury by disease, and
\$500,000 policy limit for bodily injury by disease, with
statutory benefits

- Umbrella or excess liability insurance \$2,000,000 per occurrence and in the aggregate.

Contractor's insurance must include COMMUNITY UNIT SCHOOL DISTRICT 308 and OSWEGOLAND PARK DISTRICT as additional insureds on a primary and noncontributory basis. Contractor shall provide a certificate of insurance to the Owner prior to commencing the work.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Mike Barr, Director of Operations
Community Unit School District 308
(Printed name and title)



CONTRACTOR (Signature)

Maria Guzman, President
Hacienda Landscaping, Inc.
(Printed name and title)

Init.

Bond No. BD750702

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Hacienda Landscaping, Inc.
2005 Cumberland Dr.
Plainfield, IL 60586

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-04-701
Columbus, OH 43215-2220
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

Community Unit School District 308
4175 Rt. 71
Oswego, IL 60543

CONSTRUCTION CONTRACT

Date: July 20, 2017

Amount: \$ 381,727.00

Three Hundred Eighty One Thousand Seven Hundred Twenty Seven Dollars and 00/100

Description:

(Name and location)

Old Post Elementary School Playground Renovations

BOND

Date: July 20, 2017

(Not earlier than Construction Contract Date)

Amount: \$ 381,727.00

Three Hundred Eighty One Thousand Seven Hundred Twenty Seven Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR-AS PRINCIPAL

Company:

(Corporate Seal)

Hacienda Landscaping, Inc.

Signature:

Name: Maria Guzman
and Title: President

SURETY

Company:

(Corporate Seal)

Nationwide Mutual Insurance Company

Signature:

Name: William Reidinger
and Title: Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Assurance Agency, Ltd.

One Century Centre, 1750 East Golf Road

Schaumburg, IL 60173

847-797-5700

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

Bond No. BD750702

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Hacienda Landscaping, Inc.
2005 Cumberland Dr.
Plainfield, IL 60586

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-04-701
Columbus, OH 43215-2220
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

Community Unit School District 308
4175 Rt. 71
Oswego, IL 60543

CONSTRUCTION CONTRACT

Date: July 20, 2017

Amount: \$381,727.00 Three Hundred Eighty One Thousand Seven Hundred Twenty Seven Dollars and 00/100

Description:

(Name and location)

Old Post Elementary School Playground Renovations

BOND

Date: July 20, 2017

(Not earlier than Construction Contract Date)

Amount: \$381,727.00 Three Hundred Eighty One Thousand Seven Hundred Twenty Seven Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Hacienda Landscaping, Inc.

Signature:

Name: Maria Guzman
and Title: President

SURETY

Company:

Nationwide Mutual Insurance Company

Signature:

Name: William Reidinger
and Title: Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Assurance Agency, Ltd.
One Century Centre, 1750 East Golf Road
Schaumburg, IL 60173
847-797-5700

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

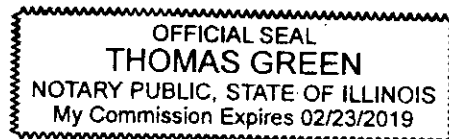
State of ... Illinois
County of Cook ss.:

Surety
Company
Acknowledgment:

On this 20th day of July 2017., before me
personally appeared....William Reidinger....., to be known,
whom being by me duly sworn, did depose and say: that he/she resides
at.. Schaumburg, IL.....,
that he/she is the Attorney-in-Fact of Nationwide Mutual
Insurance Company....., the corporation described in and which
executed the annexed instrument; that he/she knows the corporate seal of
said corporation that the seal affixed to said instrument is such corporate
seal; that it was so affixed by order of the Board of Directors of said
corporation; that he/she signed his/her name thereto by like order; and
that the liabilities of said corporation do not exceed its assets as
ascertained in the manner provided by law.

.....
Notary Public in and for the above County and State.

My commission expires... 02/23/2019



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

William Reidinger

In their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature. In penalties not exceeding the sum of \$20,000,000.

Surety Bond Number BD750702
Principal Hacienda Landscaping, Inc.
Obligee Community Unit School District 308

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

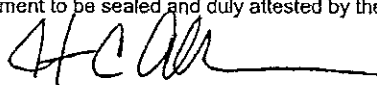
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments: Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

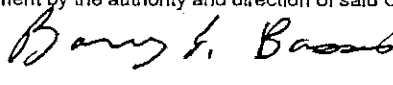
ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

CERTIFICATE

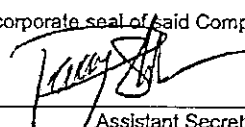

Notary Public
My Commission Expires
April 30, 2019

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of July, 2017

This power of attorney expires: April 30, 2019

BDJ 1(01-17)00


Assistant Secretary

BIDDING & CONTRACT REQUIREMENTS
Section 00300 - Bid Form

BID TO: Community Unit School District 308 (hereinafter "School District")

4175 Rt. 71

Oswego, IL 60543

BID FROM:

Hacienda Landscaping, Inc.
Company Name of Bidder

2005 Cumberland Dr.
Street Address

Plainfield, IL 60586
City State Zip

(A) Individual ()

(B) Partnership ()

(C) Corporation (X)

**BID FOR: OLD POST ELEMENTARY SCHOOL
PLAYGROUND RENOVATIONS**

A. THE UNDERSIGNED

1. The undersigned bidder having become familiar with the local conditions affecting the cost of the work herein concerned including visiting the site, and with the "contract documents" pertaining to said work, said contract documents including; Advertisement for Bids, Instructions to Bidders, this Bid Form, Certifications, General Conditions, Plans and Details, Specifications, Sections: 02800 (Site Improvements) and 02810 (Poured-In-Place Surfacing) for such work and all authorized addenda, issued thereto as prepared by the Oswego Land Park District (Park District) or the School District hereby proposes to perform everything required to be performed and to furnish all labor, materials, tools, equipment, and all services necessary to perform and complete in a satisfactory and workmanlike manner, all the work described herein, all in accordance with said "contract documents."

2. The bidder hereby acknowledges the receipt of the following addenda, if any, distributed by the School District:

Addendum No. N/A Date: _____

Addendum No. _____ Date: _____

B. BID STIPULATIONS

1. The bidder understands that it is the intent of the School District to award one general contract for the work described herein. Bidders must quote on all items called for in the bid form.

2. The School District reserves the right to add to or deduct from item quantities herein set forth or to delete total items as its best interest may be served, in which event the "contract base bid total" will be altered in accordance with the increase or decrease of the item description or descriptions affected.
3. If adjustments are required in the work, including increases or decreases in the amount of items shown in the Contract Drawings, those adjustments shall be made according to the "General Conditions" of the contract for construction.
4. All unit prices will be held until final quantities are determined.
5. The bid used in awarding the contract shall be the "Contract Base Bid Total" unless alternates are selected. The contract will be awarded within sixty (60) days after the date of opening of bids; however, the School District reserves the right to reject any and all bids submitted.
6. The School District shall have the right to accept any of the alternates listed (if any) for a period of sixty (60) days from the date of the opening of the bids at no increase in cost of the alternates as proposed.
7. If the School District decides on an alternate or a combination of alternates, those totals will be subtracted or added to the bidder's contract base bid total to determine a new "Contract Base Bid Total" for an award.

C. APPROVED EQUALS

1. Materials, equipment, products and accessories for the "Contract Base Bid" shall conform to all items specified herein. If the bidder wishes to deviate from the plans and specifications and submit an "approved equal" for specified materials, equipment, products and accessories, the bid submitted with an "approved equal" item(s) will not be accepted unless the following procedures are followed:
 - a. Bidders desiring to submit an "approved equal" must notify the Park District and supply the manufacturer's shop drawings and specifications for the item(s) a minimum of five (5) working days prior (5/25/17) to the day of the bid opening.
 - b. The Park District shall review and make a determination if any and or all proposed "approved equals" meet the plans and specifications for the item.
 - c. If it is determined that the proposed "approved equals" meet the plans and specifications of the item, the School District shall issue an addendum to all registered bidders no later than two (2) working days prior to the day of the bid opening to allow them the opportunity to include that "approved equal" with their bid.
 - d. Bids submitted without pre-approved "approved equals" shall not be considered.
2. The Park District's and School District's decision as to equality, merit and quality of an "approved equal" will be final.

E. BASE BID

1. All unit prices shall include mobilization, overhead and profit.
2. As stipulated in the Instructions to Bidders, any errors, changes, omissions, additions or deletions made to the Item, Quantity, Unit, Unit Price, Extended Price of Contract Base Bid Total of the Bid Form may result in the rejection of the bidder's bid proposal.
3. In accordance with the plans, specifications, and contract documents, the bidder submits the following unit prices, extended prices, subtotals (all for the School District's information and change orders), contract base bid total and alternate bids (if any) to furnish all materials, equipment and labor necessary to assemble, install or construct the following:

| <u>ITEM DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>EXTENDED PRICE</u> |
|----------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|-----------------------|
| A. GENERAL | | | | |
| 1. Performance, Material and Labor Bond | 1 | Lump Sum | <u>6500.00</u> | <u>6500.00</u> |
| 2. 6' high chain link construction fence (Elementary PG ±610 L.F. Kindergarten PG ±570 L.F.) | As Shown | Lump Sum | <u>7080.00</u> | <u>7080.00</u> |
| GENERAL SUBTOTAL \$ | | | <u>13580.00</u> | |

B. KINDERGARTEN PLAYGROUND

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------------|------------------|
| 1. Remove and legally dispose of: Existing play equipment, swings, footings, benches, trash can | As Shown | Lump Sum | <u>4000.00</u> | <u>4000.00</u> |
| 2. Excavate and legally dispose of all wood safety surface and and filter fabric. Excavate and place pea gravel along edges of playground area | As Shown | Lump Sum | <u>9000.00</u> | <u>9000.00</u> |
| 3. Backfill playground footing holes with existing pea gravel (approx. 35 post and 16 component footings) | As Shown | Lump Sum | <u>100.00</u> | <u>100.00</u> |
| 4. Furnish, assemble and install kindergarten playstructure | As Shown | Lump Sum | <u>91,000.00</u> | <u>91,000.00</u> |

| <u>ITEM DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>EXTENDED PRICE</u> |
|-------------------------------------------------------------|-----------------|-------------|-------------------|-----------------------|
| 5. Furnish, assemble and install swings | As Shown | Lump Sum | <u>12120.00</u> | <u>12120.00</u> |
| 6. Furnish, assemble and install independent play equipment | As Shown | Lump Sum | <u>6200.00</u> | <u>6200.00</u> |
| 7. Furnish, assemble and install benches (4) | As Shown | Lump Sum | <u>3200.00</u> | <u>3200.00</u> |
| 8. Furnish, assemble and install trash receptacle | 1 | Each | <u>1090.00</u> | <u>1090.00</u> |
| 9. Construct concrete pads | 118 | S.F. | <u>8.00</u> | <u>944.00</u> |
| 10. Respread existing pea gravel | As Shown | Lump Sum | <u>1000.00</u> | <u>1000.00</u> |
| 11. Furnish and install new pea gravel | 110 | Ton | <u>60.00</u> | <u>6600.00</u> |
| 12. Furnish and install new filter fabric | 958 | S.Y. | <u>1.50</u> | <u>1437.00</u> |
| 13. Furnish and install new wood fiber safety surface | 425 | C.Y. | <u>34.00</u> | <u>14,450.00</u> |
| KINDERGARTEN PLAYGROUND SUBTOTAL \$ | | | | <u>164,721.00</u> |

C. ELEMENTARY PLAYGROUND

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------|-----------------|
| 1. Remove and legally dispose of: Existing play equipment, swings, concrete footings, and trash cans | As Shown | Lump Sum | <u>4000.00</u> | <u>4000.00</u> |
| 2. Excavate and legally dispose of all wood safety surface and and filter fabric. Excavate and place pea gravel along edges of playground area | As Shown | Lump Sum | <u>12000.00</u> | <u>12000.00</u> |
| 3. Backfill playground footing holes with existing pea gravel (approx. 40 post and 21 component footings) | As Shown | Lump Sum | <u>100.00</u> | <u>100.00</u> |

| <u>ITEM DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>EXTENDED PRICE</u> |
|-------------------------------------------------------------|-----------------|-------------|-------------------|-----------------------|
| 4. Furnish, assemble and install elementary playstructure | As Shown | Lump Sum | <u>141,300.00</u> | <u>141,300.00</u> |
| 5. Furnish, assemble and install swings | As Shown | Lump Sum | <u>15,000.00</u> | <u>15,000.00</u> |
| 6. Furnish, assemble and install independent play equipment | As Shown | Lump Sum | <u>7,120.00</u> | <u>7,120.00</u> |
| 7. Furnish, assemble and install benches (4) | As Shown | Lump Sum | <u>3,300.00</u> | <u>3,300.00</u> |
| 8. Furnish, assemble and install trash receptacles | 2 | Each | <u>1,090.00</u> | <u>2,180.00</u> |
| 9. Furnish, assemble and install bike rack | 1 | Each | <u>900.00</u> | <u>900.00</u> |
| 10. Construct concrete pads | 187 | S.F. | <u>8.00</u> | <u>1,496.00</u> |
| 11. Respread existing pea gravel | As Shown | Lump Sum | <u>1200.00</u> | <u>1200.00</u> |
| 12. Furnish and install new pea gravel | 139 | Ton | <u>60.00</u> | <u>8,340.00</u> |
| 13. Furnish and install new filter fabric | 1,208 | S.Y. | <u>1.50</u> | <u>1,812.00</u> |
| 14. Furnish and install new wood fiber safety surface | 537 | C.Y. | <u>34.00</u> | <u>18,258.00</u> |

ELEMENTARY PLAYGROUND SUBTOTAL \$ 217,006.00

CONTRACT BASE BID TOTAL \$ 381,727.00

F. ALTERNATE BID (See Section 012300 – Alternates)

In accordance with the plans, specifications, and contract documents, the bidder submits the following alternate bid unit prices and extended prices to furnish all materials, equipment and labor necessary to assemble, install or construct the following:

ITEM DESCRIPTION

ADD

In lieu of furnishing, hauling and placing new filter fabric and new 12" compacted depth of wood fiber safety surface, install 10" compacted depth of aggregate base course and 3 1/2" depth of poured-in-place safety surface

1. Kindergarten Playground
2. Elementary Playground

133,060.00
171,805.00

G. CONTINGENCY BID

In accordance with the plans, specifications, and contract documents, the bidder submits the following contingency bid unit prices to furnish all materials, equipment and labor necessary to assemble, install or construct the following:

ITEM DESCRIPTION

UNIT

UNIT PRICE

1. Silt fence (includes maintenance and removal)

L.F.

3.00

H. BIDDER'S MATERIALS, EQUIPMENT AND PRODUCTS "APPROVED EQUAL" SUBSTITUTION BID

The School District will review and decide on the proposed substitutions (according to the plans and specifications) as to their equality, quality and merit. To be considered for an "approved equal" the procedures in Section C. **APPROVED EQUALS** of this Bid Form (Pages 2,3) shall be followed.

Item Description

Quantity

Unit

Add

Deduct

1. Item Specified:

N/A

Proposed Substitution:

_____ \$_____ \$_____

2. Item Specified:

Proposed Substitution:

_____ \$ _____ \$ _____

I. SUBCONTRACTORS AND BIDDERS RESPONSIBILITY:

1. The general contractor of this project cannot sub-let more than 25% of the dollar amount of this contract to subcontractors.
2. It shall be understood that the bidder's bid shall include full responsibility for coordination, expediting, management of payment request and general administration of his/her subcontractors.
3. The bidder herewith submits a list of subcontractors complete for each trade, and contract breakdown, relative to the work to be performed hereunder and agrees that if selected contractor, hereunder bidder will promptly confer with the School District's agents on the question of such sub-bidders bidder proposes to use, including submission of their qualifications.
4. It is agreed that the School District may substitute for any proposed sub-bidder for the subtrade against whose standing and ability the bidder makes no objection in writing, and that bidder will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this bid proposal, the unit, total and the alternate contract prices being adjusted to conform thereto.

| | <u>SUBCONTRACTOR</u> | <u>CLASSIFICATION OF WORK</u> | <u>AMOUNT OF SUBCONTRACT</u> |
|----|---------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------|
| 1. | <u>NUTOMC</u> Name <u>Box 2121</u> Address <u>LaGrange IL 60525</u> City State Zip | <u>PIP</u> | _____ |
| 2. | _____ Name _____ Address _____ City State Zip | _____ | _____ |

3.

NA

Name

Address

City

State

Zip

J. EQUAL OPPORTUNITY POLICIES

1. For the entire duration of contractors work under the contract, this bidder shall conform to the federal and state statutes on equal opportunity and fair employment, and to all valid rules and regulations now or hereafter issued pursuant thereto. Such laws shall include, but are not limited to, the Illinois Human Rights Act, Ill. Stat., 775 ILCS 5/2 et seq and an act to prohibit discrimination, etc., Ill. Rev. Stat., 775 ILCS 10/2-8. The bidder shall require all subcontractors (if any) to conform with said statutes and regulations, and bidder agrees to indemnify School District for any and all violations of said statutes and regulations by bidder, his/her subcontractors, and/or anyone working through or on behalf of bidder or bidder's subcontractor.
2. Also during the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this nondiscrimination clause.
 - b. Comply with the procedures and requirements of the Department's regulation concerning equal employment opportunities and affirmative action.
 - c. Provide such information and assistance with respect to employees and applicants for employment as the Department may reasonably request.
 - d. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service.

- e. The contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

K. EMPLOYMENT AND PREVAILING WAGE LAWS

1. Contractors will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic need to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work (including, but not necessarily limited to Ill.Rev.Stat. ch. 48, pars. 39n - 39s, "Wages of Employees on Public Works") as ascertained by the Department of Labor for Kendall County, Illinois shall be paid for each craft or type of worker needed to execute the contract or to perform such work. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:
<http://www.state.il.us/agency/idol/rates/rates.htm>
2. The Contractor shall require all subcontractors (if any) to conform with said laws, and Contractor agrees to indemnify School District for any and all violations of said laws and any rules and regulations now or hereafter issued pursuant to said laws by Contractor, his subcontractor, and/or anyone working through or on behalf of Contractor or Contractor's subcontractors.
3. The Contractor shall prominently post the current schedule of prevailing wages at the contract site and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to the contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the contractor and not at the expense of the School District. The contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work.
4. Contractor shall be solely responsible for complying with the Substance Abuse Prevention on Public Works Act as it amends the Prevailing Wage Act, and prior to commencing work, shall file a copy of the required written Substance Abuse Prevention Program with the School District.
5. While participating on public works, the contractor and each subcontractor shall:
 - a. Make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and

- b. **Submit a certified payroll** to the School District with each pay request. The certified payroll shall consist of a complete copy of the records identified in paragraph (a).

The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor.

- c. Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in this Section to the School District its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State.

L. BACKGROUND CHECKS

- 1. All on-site personnel of Contractor, Subcontractors and Suppliers must pass a background check, performed by the School District or by an outside agency of the School District's choosing.
 - a. At least 7 days prior to a Contractor, Subcontractor or Supplier employee being present on the jobsite, provide School District with employee's full name, date of birth, address, and social security number to allow the School District to conduct a background check on the individual using the form provided by the School District.
 - b. Prior to allowing employee to come to the jobsite, await School District's receipt of background check results and written confirmation from School District that employee is permitted to be on site.

M. NO SMOKING POLICY

- 1. No smoking or tobacco products are allowed on school district property at any time during this project.

N. CONTRACT

- 1. Upon acceptance of this bid by the School District, the bidder agrees, upon notification by School District of such acceptance, that bidder will execute and deliver back to the School District a contract in the form of the American Institute of Architects, Doc. A101, 2007 edition, "Standard Form of Agreement Between School District and

Contractor," in such amended form as prepared by the School District's legal counsel. Said contract shall incorporate by reference all "Contract Documents" as defined in Section II of the "General Conditions".

O. PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND

1. The successful bidder must furnish a performance, labor and material payment bond in accordance with the provisions of the Public Construction Bond Act 30 ILCS 550/1, as amended, in relation to bonds of contractors entering into contracts for public construction with good and sufficient sureties approved by the School District. The performance, labor and material payment bond must be in the form of an AIA A312-2010 edition or substantially similar.
2. Such bond shall be in the amount of 100% of the contract amount and shall provide, among other conditions, for completion of the subject contract and for the payment of material used in such work, whether by subcontractor or otherwise. Said Act provides that such bond will be deemed to contain certain stated provisions as outlined in said Act.

NOTE: Said Act requires that such a bond must be supplied to the School District by the successful bidder. Cash or letters of credit will not suffice.

3. Contractor must submit the bond rating of the surety for the current year to the School District for approval. The rating shall be at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency, with a financial size category of at least \$500 million and be licensed for the State of Illinois. The owner reserves the right to request substitute surety, dismiss the contractor, or waive requirements herein to the School District's and the Park District's best interests.
4. The successful bidder shall also set forth in said performance bond such provisions as will guarantee the faithful performance of the prevailing wage clause as set forth in the "Instructions to Bidders", the "Bid Form" and as set forth in Section IV of the "General Conditions" as required by the Illinois Revised Statutes.

P. INSURANCE

1. The contractor and all subcontractors shall keep in force at all times during the performance of this contract insurance and as required herein. Contractor shall not commence work under the contract until all the required insurance has been obtained, approved and until the School District has been furnished with Certificates of Insurance in duplicate stating that such policies will not be cancelled, transferred or terminated prior to their stated expiration date, except upon ten (10) days prior written notice to the School District.
2. The contractor shall not allow any sub-contractor to commence work on any sub-contract until similar insurance required of the subcontractor as required by this contract has been obtained, approved and certificates furnished. All insurance shall be in form and substance and issued by companies satisfactory to the School District with a rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard

& Poor's Corporation, or a similar rating agency, with a financial size category of at least \$500 million and shall be of the following kinds and with at least the following limits of coverage.

3. The successful bidder and their subcontractors will be required to name the Oswegoland Park District and Community Unit School District 308 as "co-insured" and the policy shall include an endorsement. The successful bidder will be required to purchase additional insurance for this project if his limits are not the minimum specified.

4. Comprehensive General Liability Including Contractual Liability Insurance: Contractor shall maintain comprehensive general liability insurance, including contractual liability insurance covering the liability of the contractor under the "Hold Harmless and Indemnification" provisions of Section III, paragraph A of the General Conditions, and "explosion, collapse and underground" insurance in at least the following limits:

| | | |
|----------------------|-------------------|-------------|
| a. General Liability | Each occurrence | \$1,000,000 |
| | General aggregate | \$2,000,000 |

5. Comprehensive Automobile Liability Insurance: Contractor shall maintain comprehensive automobile liability insurance covering all vehicles incident to the contractor's work, whether at the site or elsewhere, in at least the following limits:

| | | |
|-------------------|---------------|-------------|
| a. Bodily Injury: | Each person | \$1,000,000 |
| | Each accident | \$1,000,000 |

| | | |
|---------------------|---------------|-------------|
| b. Property Damage: | Each accident | \$1,000,000 |
|---------------------|---------------|-------------|

6. Comprehensive Umbrella Liability Policy: In addition to the minimum limits stated above, the contractor shall maintain a comprehensive umbrella liability policy in at least the following limits:

| | |
|------------------|-------------|
| a. Each accident | \$2,000,000 |
|------------------|-------------|

7. Worker's Compensation and Employer's Liability Insurance: Worker's compensation insurance with limits as prescribed by the laws of the state in which the site is located and employer's liability insurance with minimum limits of \$500,000.

Q. SCHEDULE, STARTING AND COMPLETION DATES

1. If this bid is accepted by the School District, the bidder agrees to the following:
 - a. Work shall commence on the Kindergarten playground first. That project will be completed in its entirety before starting on the Elementary playground. The existing Elementary playground will be open for use until the new Kindergarten playground is inspected by the manufacturer and accepted by the School District.
 - b. Construction on the Elementary playground will commence as soon as the Kindergarten playground is open for use.

- c. No workers' vehicles or equipment will be allowed in the student drop off and pick up lane between 8:15 a.m. – 8:45 a.m. and 3:15 p.m. – 3:45 p.m.
- d. No work shall be done on Friday, September 8th. The school is holding a family event and no workers shall be present on site.
- e. All work shall be completed by Friday, November 3, 2017.

DATED THIS 31 DAY OF May 2017.

Hacienda Landscaping, Inc.
Company Name of Bidder (Print)

- A) Individual ()
- B) Partnership ()
- C) Corporation ☒

[Signature]
Full Name of Bidder (Signature)

If Corporation:

Attest:

Mariatuizman
Full Name of Bidder (Print)

Nohemi Ortega
Name

President
Official Title

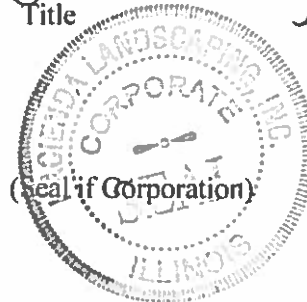
Secretary
Title

2005 Cumberland Dr.
Street Address

Plainfield IL 60586
City State Zip

(815) 782-6493
Telephone

hacienda5779@yahoo.com
Email



(If partnership or corporation, please designate the title of person signing.
Example: If partnership, state "partner"; if corporation, state name of office signer holds.)

BIDDING & CONTRACT REQUIREMENTS
Section 00400 – Certifications

A. The following documents shall be completed, signed and submitted with the bid form:

| | <u>Page</u> |
|---------------------------------------------------------|-------------|
| a. Prevailing Wage Affidavit | 2 |
| b. Insurance Requirements | 3 |
| c. Certificate of Compliance Freedom of Information Act | 7 |
| d. Certificate of Compliance Drug Free Workplace Act | 8 |
| e. Certificate of Compliance IL Human Rights Act | 10 |
| f. Certifications | 11 |
| g. Smoking/Tobacco Policy | 13 |
| h. References and Jobs of Similar Scope | 14 |



PREVAILING WAGE AFFIDAVIT

I, Maria Buzman on oath hereby state and certify that
President
Hacienda Landscaping, Inc. pursuant to a contract dated 5/31/2017
Company

with Community Unit School District 308, has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for Will and/or Kendall County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker needed to execute the aforesaid contract or to perform such work.

[Signature]
Signature

5/31/2017
Date

Subscribed and sworn to before me

this 31 day of May, 2017.

Noheми Ortega
Notary Public

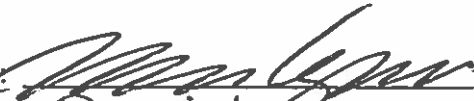


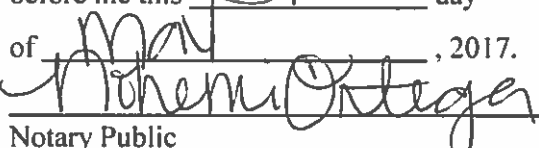
| |
|------------------------------------------|
| <p>INSURANCE REQUIREMENTS</p> |
|------------------------------------------|

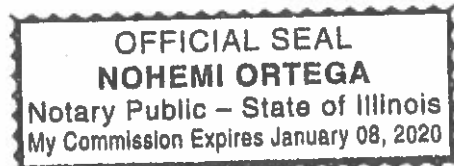
INSURANCE – The contractor and subcontractor shall maintain during the progress of the Work, and if required to return during the warranty period, insurance with the minimum limits and coverages as shown below or, if higher, the requirements set forth in prime contract documents:

- (A) **WORKERS COMPENSATION** meeting the statutory requirements of the State in which the work is to be performed and containing Employers Liability insurance in an amount of \$500,000 for each insured limit. A **waiver of subrogation** in favor of **COMMUNITY UNIT SCHOOL DISTRICT 308** and **OSWEGOLAND PARK DISTRICT** shall be provided.
- (B) **COMMERCIAL GENERAL LIABILITY** insurance providing limits of \$1,000,000 each occurrence and \$2,000,000 aggregate (Per Project). The policy must include **COMMUNITY UNIT SCHOOL DISTRICT 308** and **OSWEGOLAND PARK DISTRICT** as additional insured and others if required in a prime contract. Coverage provided for the additional insureds shall be on a primary and noncontributory basis. Coverage must include premises/operations, independent contractors, products/completed operations and contractual liability. Coverage shall be provided on the latest edition of ISO Form CG 0001 or equivalent (General Liability) and ISO Forms CG 2010 07/04 and CG 2037 07/04 or equivalent (Additional Insured). All exclusionary endorsements attached to these forms must be indicated on the certificate of insurance. A waiver of subrogation in favor of **COMMUNITY UNIT SCHOOL DISTRICT 308** (School District) and **OSWEGOLAND PARK DISTRICT** (Park District) shall be provided.
- (C) **COMMERCIAL AUTOMOBILE LIABILITY** insurance providing coverage on all owned, non-owned and hired vehicles with limits and endorsements equal to (B) above.
- (D) **COMMERCIAL UMBRELLA LIABILITY** insurance with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate providing excess coverage over (A), (B) and (C) above **including the additional insured and waiver of subrogation requirements (follow form)**.
- (E) A certificate of insurance, on an approved form, must be delivered to the **SCHOOL DISTRICT** prior to commencing the work and must state that coverage will not be altered, cancelled or allowed to expire without 30 days **written notice to the SCHOOL DISTRICT**.

- (F) It is agreed that the contractor and subcontractor shall purchase and maintain property insurance for material and equipment used on the jobsite. It is further agreed that the contractor and subcontractor shall have **no recourse** or rights of subrogation for loss or damage to any such property from **SCHOOL DISTRICT, PARK DISTRICT** or any other party to the prime contract.
- (G) **Equivalent insurance coverage must be obtained from each of your subcontractors or suppliers**, if any, before permitting them on any job site. Otherwise, their protection must be included within your insurance policies.
- (H) It is understood and agreed that authorization is hereby granted to **SCHOOL DISTRICT** to withhold payments to the contractor and/or contractor and subcontractor until a properly executed certificate of insurance is delivered.
- (I) Contractor and subcontractor agrees to maintain the above insurance for the benefit of the **SCHOOL DISTRICT** and **PARK DISTRICT** for a **period of two years** or the expiration of the statute of limitations, whichever is greater.

By: 
Title: President

SUBSCRIBED AND SWORN TO
before me this 31 day
of May, 2017.

Notary Public





**CERTIFICATE OF COMPLIANCE
FREEDOM OF INFORMATION ACT**
5 ILCS 140/1 et seq.

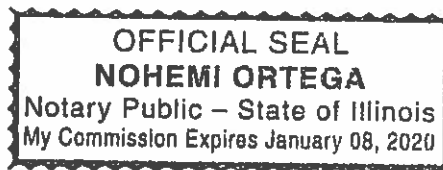
Hacienda Landscaping, Inc., the Contractor under a certain contract dated 5/31/2017 with Community Unit School District 308 (District) for Hacienda Landscaping, Inc. hereby certifies that the Contractor agrees to maintain all records and documents for projects of the District in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq.

In addition, Contractor shall produce records which are responsive to a request received by the District under the Freedom of Information Act so that the District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the District and if possible, the District shall request an extension so as to comply with the Act.

In the event that the District is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, the Contractor shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney's fees and penalties.

By: [Signature]
Title: President
Date: 5/31/2017

SUBSCRIBED AND SWORN TO
before me this 31 day
of May, 2017.
Nohemi Ortega
Notary Public





**CERTIFICATE OF COMPLIANCE
DRUG FREE WORKPLACE ACT**

Illinois Revised Statutes
1991, Ch. 127, Sec. 132.311 et seq.

Hacienda Landscaping, Inc., the Contractor under a certain contract dated 5/31/2017 with COMMUNITY UNIT SCHOOL DISTRICT 308 (School District) for Hacienda Landscaping, Inc. hereby certifies that said Contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
2. the contractor's policy of maintaining a drug free workplace;
3. any available drug counseling, rehabilitation, and employee assistance programs; and
4. the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

- D. Notifying the School District within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted as required by paragraph (H) below.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace throughout implementation of the foregoing.
- H. Employee sanctions and remedies. A contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
 - 1. Take appropriate personnel action against such employee up to and including termination; or
 - 2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

By: *[Signature]*
Title: President

SUBSCRIBED AND SWORN TO

before me this 31 day
of May, 2017.

Nohemi Ortega
Notary Public





**CERTIFICATE OF COMPLIANCE
ILLINOIS HUMAN RIGHTS ACT
ON SEXUAL HARASSMENT
775 ILCS 5/2 - 105**

Hacienda Landscaping, Inc. the Contractor under a certain contract
dated 5/31/2017 with COMMUNITY UNIT SCHOOL DISTRICT 308
for Hacienda Landscaping, Inc. hereby certifies that
said Contractor shall, as a condition of the aforesaid contract, certify that there is available a written
company sexual harassment policy that includes, at a minimum, the following information:

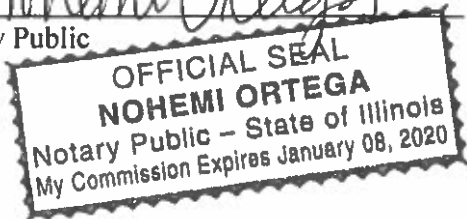
1. the illegality of sexual harassment
2. the definition of sexual harassment under State law
3. a description of sexual harassment using examples
4. the Contractor's internal complaint policies and procedures including penalties
5. the legal recourse, investigation, and complaint process available through the IL. Dept. of Human Rights and the Human Rights Commission and directions on how to contact both, and
6. protection against retaliation as provided by Section 6-101 of the IL. Human Rights Act.

A copy of this policy shall be provided to the IL. Dept. of Human Rights upon request.

By: [Signature]
Title: President

SUBSCRIBED AND SWORN TO
before me this 31 day of May, 2017.

Nohemi Ortega
Notary Public



CERTIFICATION BY BIDDER

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Hacienda Landscaping, Inc.
Name of Bidder (Please Print)

[Signature]
Submitted by (Signature)

President.
Title

The undersigned hereby certifies that the Bidder is in compliance with the Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Right Act as amended under Compliance with Legislation in Instructions to Bidder.

Hacienda Landscaping, Inc.
Name of Bidder (Please Print)

[Signature]
Submitted by (Signature)

President
Title

The undersigned hereby certifies he has read, understands, and agrees that acceptance by Oswego Community Unit School District 308 of the Bidder's offer by issuance of a Purchase Order (specifications and bidding conditions contained or reference therein) will create a binding contract.

Hacienda Landscaping, Inc.
Name of Bidder (Please Print)

[Signature]
Bid submitted by (Signature)

Plainfield, IL
Address

President
Title

(815) 782-6493
Phone Number

5/31/2017
Date



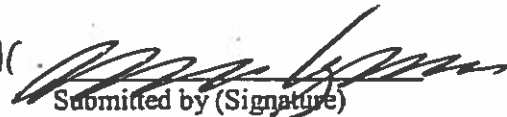
COMMUNITY UNIT
SCHOOL DISTRICT

18-0001-0000-0000-0000-0000-0000-0000

The company shall at all times observe and comply with all law, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract and in particular any such laws pertaining to safety. It shall be mandatory that the contractor will not discriminate against members of the public, any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry age, marital status, physical or mental impairment unrelated to ability, or unfavorable discharge from military service; and further that he will comply with all the provisions of the Illinois Fair Employment Practices Commission as required by the rules and regulations for public contracts.

Hacienda Landscaping, Inc.

Name of Bidder (Please Print)



Submitted by (Signature)

President

Title



OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308 SMOKING/TOBACCO POLICY

THE USE OF TOBACCO BY ANY SCHOOL PERSONNEL, STUDENT, OR OTHER PERSON IS PROHIBITED ON THE SCHOOL PROPERTY OF OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308 WHEN SUCH PROPERTY IS BEING USED FOR ANY SCHOOL PURPOSES. THIS PROHIBITION WILL APPLY TO SUCH PROPERTY BEFORE, DURING, AND AFTER THE REGULAR SCHOOL DAY AND ON DAYS WHEN SCHOOL IS NOT IN SESSION.

THE TERM "TOBACCO" WILL MEAN CIGARETTES, CIGARS, PIPES, OR TOBACCO IN ANY FORM INCLUDING SMOKELESS TOBACCO WHICH IS MAY LOOSE, CUT, SHREDDED, GROUND, POWDERED, COMPRESS OR LEAF TOBACCO THAT IS INTENDED TO BE PLACED IN THE MOUTH WITHOUT BEING SMOKED.

"SCHOOL PROPERTY" WILL INCLUDE, WITHOUT LIMITATION, ANY AREA WITHIN A BUILDING OR OTHER INDOOR FACILITY USED FOR SCHOOL PURPOSES, AND THE AREAS OUTSIDE OF SUCH BUILDINGS AND FACILITIES. WHETHER OWNED, LEASED OR CONTRACTED FOR BY THE DISTRICT.

"SCHOOL PURPOSES" WILL INCLUDE ALL EVENTS, ACTIVITIES OR OTHER USES OF SCHOOL PROPERTY THAT THE BOARD OR THE OFFICIALS OF THE DISTRICT AUTHORIZE OR PERMIT THEREON, INCLUDING WITHOUT LIMITATION, ALL INTERSCHOLASTIC OR EXTRA-CURRICULAR ATHLETIC, ACADEMIC OR OTHER EVENTS SPONSORED BY THE BOARD OR IN WHICH PUPILS OF THE DISTRICT PARTICIPATE.

THE ACTION IS BEING TAKEN IN COMPLIANCE WITH THE ILLINOIS SCHOOL CODE, SECTION 10-20.5B; GOAL 2000: EDUCATE AMERICA ACT, PART C, (THE "PRO-CHILDREN ACT OF 1994").

Hacienda Landscaping, Inc.
Name of Bidder (Please Print)

[Signature]
Submitted by (Signature)

President
Title

**REFERENCES AND JOBS OF
SIMILAR SCOPE**

Project References: List the projects of this type and size that your organization has completed within the past five (5) years or provide your own form with the following information. The Owner will use this information to verify the bidder's references.

| | <u>Project-Type of Work</u> | <u>Contract Amount</u> | <u>% Completed by Own Forces</u> | <u>Date Completed</u> |
|----|---------------------------------|-----------------------------|--------------------------------------|---------------------------|
| 1. | Phase See the Ref. within the | | | |
| | Location: <u>Folder.</u> | | | |
| | Owner or agent for the project: | | | |
| | <u>Company</u> | <u>Contact Person/Title</u> | | |
| | <u>Street</u> | <u>Phone</u> | | |
| | <u>City/State/Zip</u> | | | |
| 2. | | | | |
| | Location: _____ | | | |
| | Owner or agent for the project: | | | |
| | <u>Company</u> | <u>Contact Person/Title</u> | | |
| | <u>Street</u> | <u>Phone</u> | | |
| | <u>City/State/Zip</u> | | | |
| 3. | | | | |
| | Location: _____ | | | |
| | Owner or agent for the project: | | | |
| | <u>Company</u> | <u>Contact Person/Title</u> | | |
| | <u>Street</u> | <u>Phone</u> | | |
| | <u>City/State/Zip</u> | | | |

| <u>Project-Type of Work</u> | <u>Contract Amount</u> | <u>% Completed by Own Forces</u> | <u>Date Completed</u> |
|---------------------------------|------------------------|--------------------------------------|---------------------------|
| 4. _____ | _____ | _____ | _____ |
| Location: _____ | | | |
| Owner or agent for the project: | | | |
| _____ | _____ | | |
| Company | Contact Person/Title | | |
| _____ | _____ | | |
| Street | Phone | | |
| _____ | _____ | | |
| City/State/Zip | | | |
| 5. _____ | _____ | _____ | _____ |
| Location: _____ | | | |
| Owner or agent for the project: | | | |
| _____ | _____ | | |
| Company | Contact Person/Title | | |
| _____ | _____ | | |
| Street | Phone | | |
| _____ | _____ | | |
| City/State/Zip | | | |

DATED THIS 31 day of May 2017.

Maria Guzman
Full Name of Bidder (Print)

[Signature]
Full Name of Bidder (Signature)

Hacienda Landscaping, Inc.
Company Name



WE INSTALL THE BEST AND FIX THE REST

- 1) Owner: Oswego Park District
Project: Augusta & Willowgate Park
Contact: Chad Feldotto
Phone: 630-554-1010
E-mail: cfeldotto@oswegolandpd.org
Complete: 2015
Value: \$234,713.00
- 2) Owner: Fox Valley Park District
Project: Lincoln & Birmingham Park
Contact: Nathan Graig
Phone: 630-897-0516
E-mail: ntroia@fvpd.net
Complete: 2015
Value: \$223,625.70
- 3) Owner: Schaumburg Park District
Project: Olympic Park
Contact: Matthew Gaynor
Phone: 847-985-2115
E-mail: magaynor@parksfun.com
Complete: 2015
Value: \$70,280.00
- 4) Owner: Lockport Township Park District
Project: Arrowhead & Renaissance Park
Contact: Bill Riordan
Phone: 815-838-1183
E-mail: briordan@lockportpark.org
Complete: 2015
Value: \$160,153.00

- 5) Owner: Round Lake Park District
Project: Meadow View Park
Contact: Jeff Lurquin
Phone: 847-546-8558
E-mail: jurquin@rlapd.org
Complete: 2015
Value: \$ 50,262.00

- 6) Owner: Oak Forest Park District
Project: Gene, Terry Steczo & Malecky Park
Contact: Cindy Grannan
Phone: 708-687-7270
E-mail: CGrannan@oakforestparks.org
Completed: 2015
Value: \$83,650.00

- 7) Owner: Butterfield Park District
Project: Concrete Work
Contact: Larry Reiner
Phone: 630-858-2229
E-mail: larry@butterfieldpd.com
Completed: 2015

- 8) Owner: Lockport Township Park District
Project: Victoria Park
Contact: Bill Riordan
Phone: (815) 838-1183
Email: briordan@lockportpark.org
Completed: 2016

- 9) Owner: New Lenox
Project: Firefighter Park
Contact: George Travnicek
Phone: (815) 435-3584
Email: gtravnicek@newlenoxparks.org
Completed: 2016

- 10) Owner: Elmhurst Park District
Project: 2016 Butterfield Park
Contact: Miranda Lovato
Phone: (630) 993-8939
Email: mlovato@epd.org
Completed: 2016

- 11) Owner: Geneva Park District
Project: Shannon & Linden Park
Contact: Larry Gabriel
Phone: (630) 232-4542
Email: lgabriel@genevaparks.com
Completed: 2016
- 12) Owner: Lemont Park District
Project: Kensington & Rolling Meadows
Contact: Larry Rizzo
Phone: (630) 257-6787
Email: larry-rizzo@lemontparkdistrict.org
Completed: 2016
Cost: \$250,000.00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hacienda Landscaping, Inc.
2005 Cumberland Dr.
Plainfield, IL 60586

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-04-701
Columbus, OH 43215-2220
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

Community Unit School District 308
4175 Rt. 71
Oswego, IL 60543

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

Old Post Elementary School Playground Renovations

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

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

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

Signed and sealed this 1st day of June, 2017.


(Witness)

Hacienda Landscaping, Inc.
(Principal)

By: 

(Title) Maria Guzman President



Nationwide Mutual Insurance Company
(Surety)

(Seal)

By: 

(Title) William Reidinger, Attorney-in-Fact




(Witness) Daryl Correa

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

William Reidinger

In their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature. In penalties not exceeding the sum of \$20,000,000.

Surety Bond Number Bid Bond
Principal Hacienda Landscaping, Inc.
Obligee Community Unit School District 308

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017



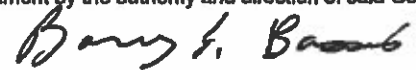
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019



Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 1st day of June, 2019

This power of attorney expires: April 30, 2019


Assistant Secretary



HACILAN-01

MMARLEGA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/20/2017

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

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

| | | | |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------|-------------------------------|
| PRODUCER Corkill Insurance Agency, Inc. 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext): | (847) 758-1000 | FAX (A/C, No): (847) 758-1200 |
| | E-MAIL ADDRESS: | certs@corkillinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Selective Ins Co of the SE | | 39926 |
| INSURED Hacienda Landscaping, Inc. 2005 Cumberland Drive Plainfield, IL 60586 | INSURER B : Selective Insurance Group | | |
| | INSURER C : Hartford Insurance Co. of IL | | 38288 |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | S 1860389 | 07/08/2017 | 07/08/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | S 1860389 | 07/08/2017 | 07/08/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | S 1860389 | 07/08/2017 | 07/08/2018 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | 83WECAA2TN8 | 07/08/2017 | 07/08/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Leased/Rented Eq | | | S 1860389 | 07/08/2017 | 07/08/2018 | Limit 60,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: Old Post Elementary, 100 Old Post Rd., Oswego, IL 60543

CERTIFICATE HOLDER

CANCELLATION

| | |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SD308 Community Unit School District 71 Stonehill Road Oswego, IL 60543 | 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 |

Certified Transcript of Payroll

IDOL Case File Number: Old Post Playground Renovation

Please Note: The submission of falsified payroll records is a criminal offense.

Payroll Date: 08/13/2017 Payroll No. 1

Contractor and/or Subcontractor

Public Body Information

(Contract Number)
Old Post Playground Renovation
(Project Number)
Installation of Playground

Hacienda Landscaping Inc
2005 Cumberland D
Plainfield, IL 60586
815-782-8493
(Contact Name) 26-2789195

Community Unit School District 308 71 Stonehill Road Owego, IL
60543 Mike Barr
(Contact Name)

Oswego, IL 60543

(Project Location)

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

| Worker Name, Address SSN & Telephone Number | * Hours Worked Each Day | | | | | | | Total Hrs Each PW and Reg. | Total OT Hours | Hourly Wage Rate | OT Wage Rate | Per Pay Period Gross | Per Pay Period Net |
|----------------------------------------------------------------------------------------------------------|-------------------------|----|----|----|----|----|----|-------------------------------|--------------------|---------------------|------------------|-------------------------|-----------------------|
| | Mo | Tu | We | Th | Fr | Sa | Su | | | | | | |
| Rogelio Martinez 312 Lime St Joliet, IL 60435 xxx-xx-2974 | PW 8 | 8 | 8 | 8 | 0 | 0 | 0 | 32 | 0 | 66.50 | 99.75 | 2128.00 | 1830.88 |
| Labor Classification | Hourly Fringe Benefit: | | | | | | | H&W: <u>14.23</u> | Pens: <u>11.57</u> | Vac: <u>0.00</u> | App: <u>0.00</u> | Other: <u>0.50</u> | |
| <i>Fernando Cuevas</i> <i>2028 Fairfield Dr.</i> <i>Plainfield, IL 60586</i> <i>xxx-xx-5769</i> | PW 8 | 0 | 8 | 4 | 0 | 0 | 0 | 20 | 0 | 66.50 | 99.75 | 1350 | 1029.41 |
| Labor Classification | Hourly Fringe Benefit: | | | | | | | H&W: <u>14.23</u> | Pens: <u>11.57</u> | Vac: <u>0.00</u> | App: <u>0.00</u> | Other: <u>0.50</u> | |
| | PW | | | | | | | | | | | | |
| Labor Classification | Hourly Fringe Benefit: | | | | | | | H&W: <u> </u> | Pens: <u> </u> | Vac: <u> </u> | App: <u> </u> | Other: <u> </u> | |
| | PW | | | | | | | | | | | | |
| Labor Classification | Hourly Fringe Benefit: | | | | | | | H&W: <u> </u> | Pens: <u> </u> | Vac: <u> </u> | App: <u> </u> | Other: <u> </u> | |
| | PW | | | | | | | | | | | | |
| Labor Classification | Hourly Fringe Benefit: | | | | | | | H&W: <u> </u> | Pens: <u> </u> | Vac: <u> </u> | App: <u> </u> | Other: <u> </u> | |
| | PW | | | | | | | | | | | | |
| Labor Classification | Hourly Fringe Benefit: | | | | | | | H&W: <u> </u> | Pens: <u> </u> | Vac: <u> </u> | App: <u> </u> | Other: <u> </u> | |

*PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked

Certified Transcript of Payroll



AFFIDAVIT

Weekly Statement of Compliance

Date: 08/13/2017

I, Maria Guzman
(name of contractor or subcontractor)
President
(Title), do

hereby state: that I pay or supervise the payment
of the persons employed on the public works
project Installation of Playground
(name of project)

that during the payroll period commencing on the
07 day of August, 2017,
(day) (month) (year)

all persons employed on said project have been
paid the full weekly wages earned, that no
rebates have been or will be made either directly
or indirectly to or on behalf of said

Hacienda Landscaping Inc
(name of contractor or subcontractor)

from the weekly wages earned by any person,
and that no deductions have been made either
directly or indirectly from the full weekly wages
earned by any persons, other than permissible
deductions as defined by Federal and/or State
law. I further certify that this payroll is correct
and complete; that the wage rates contained
therein are not less than the actual rates herein
stated and that the classification set forth for each
laborer or mechanic conform to the work he/she
performed.

Signature

IL425CM01

SUBCONTRACTORS

Attach explanation of monies paid, copy of contract or billing, or other pertinent information.

| | |
|-----------------------------------|-----------------------------------|
| Company Name: _____ | Company Name: _____ |
| Contact Person: _____ | Contact Person: _____ |
| _____ (Address) | _____ (Address) |
| _____ (City) (State) (zipcode) | _____ (City) (State) (zipcode) |
| Telephone Number: _____ | Telephone Number: _____ |
| Company Name: _____ | Company Name: _____ |
| Contact Person: _____ | Contact Person: _____ |
| _____ (Address) | _____ (Address) |
| _____ (City) (State) (zipcode) | _____ (City) (State) (zipcode) |
| Telephone Number: _____ | Telephone Number: _____ |
| Company Name: _____ | Company Name: _____ |
| Contact Person: _____ | Contact Person: _____ |
| _____ (Address) | _____ (Address) |
| _____ (City) (State) (zipcode) | _____ (City) (State) (zipcode) |
| Telephone Number: _____ | Telephone Number: _____ |