

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2018-0365

Innoprise Contract #: C18-0102

Year: 2018

Amount: \$9,980.00

Department: Parks & Grounds - Beau Breunig

Contract Type: Services

Contractors Name: Central Lawn Sprinklers, Inc.

Contract Description: LaGrange Road Irrigation System Shutdown 2018

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



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

August 31, 2018

Mr. John Castanoli
Central Lawn Sprinklers, Inc.
239 King Street
Elk Grove Village, IL 60007

NOTICE TO PROCEED – LaGrange Road Irrigation System Shutdown

Dear Mr. Castanoli:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of July 26, 2018.

Please contact Beau Breunig at 708-403-6240 to arrange the commencement of the work.

The Village has processed Purchase Order #18-001806 and a copy is included. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated July 20, 2018 in an amount not to exceed Nine Thousand Nine Hundred Eighty and No/100 (\$9,980.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Beau Breunig
Gary Couch

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
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TRUSTEES

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Michael F. Carroll

July 20, 2018

Mr. John Castanoli
Central Lawn Sprinklers, Inc.
239 King St.
Elk Grove Village, IL 60007

NOTICE OF AWARD – LaGrange Road Irrigation System Shutdown

Dear Mr. Castanoli:

This notification is to inform you that on June 18, 2018, the Village of Orland Park Board of Trustees approved awarding Central Lawn Sprinklers, Inc. the contract in accordance with the bid you submitted dated May 17, 2018. Upon subsequent review, it has been determined that prevailing wage is not required for this project except for the plumber as outlined in your email dated July 12, 2018 to Beau Breunig. The revised cost for the Fall 2018 Shutdown is Nine Thousand Nine Hundred Eighty and No/100 (\$9,980.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by August 3, 2018.

- Attached is the Contract for LaGrange Road Irrigation System Shutdown. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

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

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

cc: Beau Breunig
Gary Couch



ORLAND PARK

LaGrange Road Irrigation System Shutdown
(Contract for Services)

Received
JUL 26 2018
Finance Department

This Contract is made this 20th day of July, 2018 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and CENTRAL LAWN SPRINKLERS, INC. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- This Contract
- The Terms and Conditions
- The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder
 - o The Invitation to Bid #18-025
 - o The Instructions to the Bidders
- The revised Bid Proposal as it is responsive to the VILLAGE'S bid requirements (2018 Fall Shutdown only, no prevailing wage)
- Certificate of Compliance
- Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

For the Fall 2018 Fall Shutdown of the irrigation systems in the LaGrange Road medians and planter boxes (171st St. to 131st St), the CONTRACTOR is responsible for the shutdown and winterization of the systems. The shutdown process shall be completed no later than November 21, 2018. Contractor will blow out the irrigation lines, shut down electric power to the timers, and remove RPZ's and water meters. The RPZ's and water meters are to be returned to the Village. Paperwork containing a completion summary must be turned in for each of the systems following each shutdown.

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR

pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described services: Nine Thousand Nine Hundred Eighty and No/100 (\$9,980.00) Dollars.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence no earlier than October 1, 2018 and continue expeditiously until final completion on or before November 21, 2018. This Contract shall terminate upon completion of the WORK or November 30, 2018, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

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

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

John Castanoli
President
Central Lawn Sprinklers, Inc.
239 King Street
Elk Grove Village, IL 60007
Telephone: 847-364-6900 x304
Facsimile: 847-364-9774
e-mail: john@clswater.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner.

At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

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

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

By: Kerrie Friling

Print Name: Kerrie Friling

Its: Ast. Village Manager

Date: 7-27-18

FOR: THE CONTRACTOR

By: John Castanoli

Print Name: John Castanoli

Its: President

Date: 7-20-18

CERTIFICATE OF COMPLIANCE

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

The undersigned John Castanoli
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of Central Lawn Sprinklers Inc.
(Enter Name of Business Organization)

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes No []

Federal Employer I.D. #: 36-3284189
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation

ILLINOIS 6-9-1983
(State of Incorporation) (Date of Incorporation)

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

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

3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes No []

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes No []

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

following information:

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

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes No []

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

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more

public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

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

6) PREVAILING WAGE COMPLIANCE: Yes No []

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Bidder will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such

records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

7) TAX COMPLIANT: Yes No []

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

AUTHORIZATION & SIGNATURE:

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

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

ACKNOWLEDGED AND AGREED TO:

John Castanoli
Signature of Authorized Officer

John Castanoli
Name of Authorized Officer

President
Title

5-16-18
Date

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

Any insurance policies providing the coverages required of the successful Bidder, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the successful Bidder, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 17 DAY OF May, 2018

John Castanoli
Signature
John Castanoli president
Printed Name & Title

Authorized to execute agreements for:
Central Lawn Sprinklers Inc.
Name of Company

REFERENCES

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

Bidder's Name: Central Lawn Sprinklers Inc.
(Enter Name of Business Organization)

1. ORGANIZATION City of Chicago DEPARTMENT OF TRANSPORTATION
ADDRESS DIVISION OF ENGINEERING
30 NORTH LaSalle ST.
PHONE NUMBER 312-744-1863
CONTACT PERSON Ken Martin
YEAR OF PROJECT 2007 to present

2. ORGANIZATION Northwestern University
ADDRESS 2020 Ridge
PHONE NUMBER 847-815-4701
CONTACT PERSON Steve Camburn
YEAR OF PROJECT 1990 to present

3. ORGANIZATION College of DuPage (V3 COMPANIES)
ADDRESS 425 Fawell BLVD
PHONE NUMBER 630-942-2574
CONTACT PERSON Mike Famiglietti
YEAR OF PROJECT 2012



**ORLAND
PARK**

PURCHASE ORDER

No. 18-001806
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING DOCUMENTS AND CORRESPONDENCE RELATED TO THIS PURCHASE

**BILL TO:
VILLAGE OF ORLAND
PARK**

Accounts Payable
 14700 RAVINIA AVENUE
 ORLAND PARK, IL 60462
PHONE: 708-403-6100
FAX: 708-403-9212

PURCHASE ORDER DATE: 08/09/2018

VENDOR: Central Lawn Sprinklers Inc.
 239 King Street
 Elk Grove Village, IL 60007

SHIP TO: Village of Orland Park
 Not Applicable
 Orland Park, IL 60462

VENDOR NO.	VENDOR PHONE NO.	VENDOR FAX NO.	CONTRACT NO.	TERMS	BUYER
14453	(847) 364-6900	(847) 364-9774	C18-0102	NET30	Denise Domalewski
CONFIRM TO			DELIVER BY	REQUISITION NO	REQUISITIONED BY
			06/26/2018	R18-001716	Linda Kujawa
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENDED COST

1	1.00	EA	LaGrange Road Irrigation System Fall Shutdown 054-0000-443300 Project # CP-1030	\$9,980.00	\$9,980.00
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TOTAL \$ 9,980.00

TAX EXEMPTION NO. E9998-1807-07

EMAIL INVOICES DIRECTLY TO:
accountspayable@orlandpark.org

By: 

Hereinafter, the Village of Orland Park is referred to as "Village," and the Vendor identified on the face of the purchase order ("Order") is referred to as "Vendor."

GENERAL: The Order becomes a binding contract upon the terms and conditions set forth herein when accepted by acknowledgement or any performance. No variations of the Order, including these terms and conditions, is authorized unless such variation has been approved by the Village in writing. These terms and conditions supersede all prior or contemporaneous oral or written communications, agreements, requests for proposals, or proposals.

PRICE AND PAYMENT: No variation of such purchase price indicated on the face of the Order shall be effective unless authorized by the Village. The Village agrees to pay the Vendor upon acceptance of the goods and/or work described in the Order pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

TAXES: The Village is exempt from payment of federal excise tax, state and local service occupation tax, the Illinois Use Tax, the Service Use Tax, and Retailers Occupational Tax.

DELIVERY OF GOODS/PERFORMANCE OF SERVICE: All goods and services ordered by the Village shall be delivered or performed at the cost of the Vendor. All goods shall be delivered FOB, prepaid, to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or any other address provided in the Order. Regardless of FOB point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein, which occur prior to inspection and acceptance by the Village. Time is of the essence for completion of the Order. Vendor shall provide notice to the Village of any delays in deliveries or performance. Unreasonable delays, as determined by the Village, will constitute substantial non-performance and shall be grounds for termination of this Contract.

QUALITY OF GOODS: Village reserves the right to inspect all shipments and services within a reasonable time subsequent to delivery and to reject any material which may be defective or not in accordance with the Order's specifications as to quality or performance. The Village's acceptance shall not be deemed to be a waiver of the Village's right to cancel or return all or any part of the goods because of failure to conform to the Order or by reason of defects, latent or patent, or other breach of warranty. For all defective or non-conforming goods or materials, the Village may, by written notice to the Vendor, (a) rescind the Order as to such non-confirming goods (b) accept such goods as an equitable reduction in price; or (c) reject such non-conforming goods and require the delivery of suitable replacements.

WARRANTY: The Vendor warrants that all goods and/or services supplied or performed shall be the quality, type, sort, quantity and description established in the Order, free from defects, and suitable for and will perform in accordance with the purposes for which they were intended. The Vendor warrants that any services provided are authorized under license, certification, and/or requisite training as required by industry standards, professional standards, manufactures' requirements, and/or statute, and shall be rendered to the highest professional standards.

INDEMNIFICATION: The Vendor shall indemnify and hold harmless the Village, its directors, agents, officers, employees, and elected officials from lawsuits, actions, costs (including attorneys' fees) claims, or liabilities brought because of any injuries or damages received or sustained by an person, persons, or property on account of any act or omission, neglect or misconduct of Vendor, its officers, agents, subcontractors and/or employees arising out of, or in the performance of any of the provisions of the Order, including any claims for any

infringements of patent, trademark or copyright; claims arising out of or relating to Vendor's failure to provide public records to the Village in accordance with the Freedom of Information Act; or any claims or amounts arising in whole or in part, in consequence of the performance of work set forth in the Order. The Village shall have the right to defense counsel of their choice.

COMPLIANCE WITH LAWS: Vendor agrees to comply with all federal, State and local laws, ordinances, statutes, rules and regulations pertaining to public contracts. The Vendor shall obtain all necessary local and state licenses and/or permits that may be required for performance of the work and provide those licenses to the Village prior to commencement of the work. The Vendor shall supply material safety data sheets for all goods or materials as required by the Toxic Substances Disclosure to Employees Act. The Vendor is and shall remain an "equal opportunity employer."

TERMINATION: The Village may, by written notice to Vendor, terminate the Order, or any part thereof, for any or no reason, and shall pay Vendor for goods and services accepted as of the date of termination. The Village may also, by written notice, terminate this Contract, in whole or in part, for failure of Vendor to perform any of the provisions, including failure to deliver goods or services as and when specified. Without limiting the Village's rights and remedies at law or in equity, the Village reserves the right to charge Vendor for any loss, expense (including reasonable attorneys' fees) or damage sustained as a result of Vendor's failure to deliver conforming goods or services or other breach of the Order or this Contract, including without limitation, expenses incurred in connection with Village's purchase of substitute goods, incidental damages and consequential damages resulting from Vendor's failure or breach.

MISCELLANEOUS: (a) Any notification by either party to the other under the Contract shall be in writing and delivered to the other party at the address shown in the Order. (b) The failure of the Village to insist upon performance of any of the terms of the Order or to exercise any right or privilege in this Contract shall not be construed as a waiver of any such terms, conditions, rights or privileges. (c) Vendor shall not assign the duties and obligations without the express written consent of the Village. (d) The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois. (e) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. (f) Duties and obligations of any party that extend into the future, shall survive the expiration or termination of this Contract.

INSURANCE: The Vendor performing work on Village-owned or leased facilities or property shall during the entire term of the contract, maintain at its own expense insurance in full force and effect with financially sound and reputable insurers, which includes: (a) commercial general liability (including product liability) in a sum no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (b) workers' compensation insurance in compliance with applicable law; (c) automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of no less than \$1,000,000, as applicable. Upon Village's request, Vendor shall provide Village with a certificate of insurance evidencing the coverage specified in this order.

ENTIRE AGREEMENT: These terms and conditions along with the Order shall constitute the parties' entire agreement relating to its subject matter. No modification to this Contract will be binding unless it is in writing and includes a signature by an authorized representative of each party.