CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2015-0192

Innoprise Contract #: C15-0042

Year: 2015-2017

Amount:

Department:

Gary Couch/Frank Stec - Parks

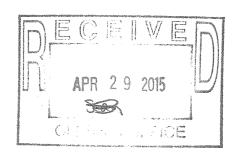
Contract Type:

Purchase of goods and services

Contractors Name:

Mineral Masters

Contract Description: Purchase of bulk liquid chlorine 2015-2017 for CPAC



MAYOR Daniel J. McLaughlin

VILLAGE CLERK John C. Mehalek

14700 S. Ravinia Ave. Orland Park, IL 60462 (708) 403-6100

www.orlandpark.org



VILLAGE HALL

TRUSTEES

Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

April 29, 2015

Mr. Mike Tracy Mineral Masters 130 W. Grandlake Blvd. West Chicago, Illinois 60185

RE: NOTICE TO PROCEED

Purchase of Liquid Chlorine 2015-2017

Dear Mr. Tracy:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of April 28, 2015.

Please contact Gary Couch at 708-403-6241 with any questions regarding the work.

The Village has processed blanket Purchase Order #15-001183 for this contract/service. I have included a copy in this mailing. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated April 20, 2015 in an amount not to exceed \$1.15 per gallon delivered for 2015, \$1.16/gallon delivered for 2016 and \$1.17/gallon delivered for 2017. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

CC: Gary Couch

Frank Stec

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK John C. Mehalek

14700 S. Ravinia Avenue Orland Park, Illinois 60462 (708) 403-6100 www.orlandpark.org



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April 20, 2015

Mr. Mike Tracy Mineral Masters 130 W. Grandlake Blvd. West Chicago, Illinois 60185

NOTICE OF AWARD - Bulk Liquid Chlorine Purchase 2015-2017

Dear Mr. Tracy:

This notification is to inform you that on April 6, 2015, the Village of Orland Park Board of Trustees approved awarding Mineral Masters a three (3) year contract in accordance with the proposal (via email) you submitted dated March 9, 2015, for the purchase of Liquid Chlorine in an amount not to exceed \$1.15 per gallon for 15% Sodium Hypochlorite (Liquid Chlorine) for 2015; \$1.16/gallon for 2016 and \$1.17/gallon for 2017.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by May 4, 2015.

- 1. Enclosed is the Contract for the purchase of 15% Liquid Chlorine. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- 2. Also enclosed are a Certificate of Eligibility, and a Tax Certification. Please sign both documents and return with the signed contract.
- 3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please sign the Insurance Requirements document as well and return with the signed contracts.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, 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 proposal 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.

Contract Administrator

Gary Couch Frank Stec

Received

VILLAGE OF ORLAND PARK Purchase of Liquid Chlorine 2015-2017

This Contract is made this 20th day of April, 2015 by and between the Village of Orland (hereinafter referred to as the "VILLAGE") and Mineral Masters (hereinafter referred to as the "VENDOR.")

WITNESSETH

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

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

The Contract

1 ,

The Terms and Conditions pertaining to the Contract

The Proposal submitted by VENDOR via email on March 9, 2015 to the extent it does not conflict with this contract

Certification of Eligibility to Enter into Public Contracts

Tax Certification

Certificates of Insurance

SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY: The VILLAGE agrees to purchase from the VENDOR the following:

	Unit Price/Gallon Delivered			
Description	2015	2016	2017	
Sodium Hypochlorite (Liquid Chlorine) 15%	\$1.15	\$1.16	\$1.17	

No freight Charges, No Pumpoff Fee, No Drum Deposits

(hereinafter referred to as the "GOODS"). The GOODS shall be delivered FOB to the Village of Orland Park Centennial Park Aquatic Center, 15600 West Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE. The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.

SECTION 3: ASSIGNMENT: VENDOR shall not assign the duties and obligations of this Contract without the express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: The VENDOR shall deliver the first shipment of GOODS on May 15, 2015, followed with weekly Friday deliveries thereafter throughout the pool season (May 23 – September 4, 2015). Similar dates shall be applied to the 2016 and 2017 pool seasons. This CONTRACT shall terminate after final delivery 2017 or September 10, 2017, whichever occurs first. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the VENDOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify, defend, and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, 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 VENDOR, 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 VENDOR 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 VENDOR 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 VENDOR 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 VENDOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) as explained in the Terms and Conditions herein.

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

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

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski Contract Administrator Village of Orland Park 14700 South Ravinia Avenue Orland Park, Illinois 60462 Telephone: 708-403-6173 Facsimile: 708-403-9212

e-mail: ddomalewski@orlandpark.org

To the VENDOR:

Mike Tracy
District Sales Manager
Mineral Masters
130 W. Grandlake Blvd.
West Chicago, Illinois 60185
Telephone: 630-293-7727
Facsimile: 630-293-7765

e-mail: mtracy@mineralmasters.com

Cell: 630-880-3534

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: TERMINATION: This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

SECTION 10: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 11: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 12: 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.

THE VILLAGI FOR:

Print Name: Paul G. Grimes Village Manager

Its:

Date:

FOR: THÉ

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) VENDOR shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers 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. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors 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 the Contract.

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.



Frank Stec, Director
Parks & Building Maintenance Department
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462
708-403-6139
fstec@orland-park.il.us

From: Michael Tracy [mailto:mtracy@mineralmasters.com]

Sent: Monday, March 09, 2015 11:12 AM

To: Frank Stec

Subject: Chemical Pricing

Frank, here is the pricing you asked for

15 % Sodium Hypochlorite

2015 season \$ 1.15 / gallon

2016 season \$ 1.16 / gallon

2017 season \$ 1.17 / gallon

Let me know if you have any questions .

Thanks

Mike Tracy

Mineral Masters
District Sales Manager
130 W. Grandlake Blvd
West Chicago,IL 60185
O -630-293-7727
F - 630-293-7765
Cell -630-880-3534
mtracy@mineralmasters.com

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT:	THIS CERTIFICA	ATION MUST BE EXECUTED.
Ι,	Andrew B. Bassi	, being first duly sworn certify
and say that I am	President (insert "sole owner,	" "partner," "president," or other proper title)
local government	the Prime Contractor i as a result of a violat of any similar offense	the Prime Contractor submitting this is not barred from contracting with any unit of state or tion of either Section 33E-3, or 33E-4 of the Illinois of "bid-rigging" or "bid-rotating" of any state or of the Signature of Person Making Certification
Subscribed and Sy Before Me This ofAPRIL		
Elbado Notary Public	Ahodista	

"OFFICIAL SEAL"

ELISABETH SIUTA

Notary Public - State of Illinois

My Commission Expires August 22, 2018

TAX CERTIFICATION

I, Andrew B. Bassi ,	having been
first duly sworn depose and state as follows:	
I, <u>Andrew B. Bassi</u>	, am the duly
Authorized agent for <u>Mineral Masters Corporation</u>	, 100 miles (100 miles
which has submitted a proposal to the Village of Orland Park for	
Bulk Liquid Chlorine Purchase 2015-2017 and I hereby (Name of Project)	certify that
Mineral Masters Corporation is not	
delinquent in the payment of any tax administered by the Illinois De Revenue, or if it is:	partment of
 a. it is contesting its liability for the tax or the amount of accordance with procedures established by the appro Revenue Act; or 	
(x)b. it has entered into an agreement with the Depart Revenue for payment of all taxes due and is currently compliance with that agreement. By: Desirement President President	tment of in
Subscribed and Sworn to Before me this 3 Day of APRIL , 2015	
Eclexabeth Buta	

"OFFICIAL SEAL"

ELISABETH SIUTA

Notary Public - State of Illinois

My Commission Expires August 22, 2018

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

AUTOMOBILE LIABILITY

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

GENERAL LIABILITY (Occurrence basis)

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$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 Contractor shall be <u>specifically endorsed</u> 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 contractor, 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 contractor's obligation to provide all of the above insurance.

Within ten 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.

ACCEPTED & AGREED THIS 23 DAY OF April , 20/5

Signature

Minimum B. Bissi Mas. Mineral Masters

Printed Name & Title

Authorized to execute agreements for:

Mineral Masters

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/2015

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

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

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	OAKBROOK TERRACE, IL 60181								NAME OF THE PERSON OF THE PERS
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SU	JRED				INSURER B: ACE AMERICAN INSURANCE COMPANY				
MINERAL MASTERS CORPORATION					INSURER C: ACCIDENT FUND INSURANCE COMPANY				
	130 W. GRANDLAKE BLVI	Э.			INSURER D:				
WEST CHICAGO, IL 60185					INSURER E:				
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE									
VILLAGE OF ORLAND PARK 14700 S. RAVINIA AVENUE			THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
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