

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

**Legistar File ID#:** 2013-0390

**Innoprise Contract #:** C13-0078

**Year:** 2013-15

**Amount:** \$30,000.00

**Department:** PW - Tom Martin & Rich Rittenbacher

**Contract Type:** Service

**Contractors Name:** Construction & Geotechnical Material Testing, Inc.

**Contract Description:** Soils and Materials Testing & Engineering 2013, 2014 with option of 2015  
at \$30,000 per year

MAYOR  
Daniel J. McLaughlin  
VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[www.orland-park.il.us](http://www.orland-park.il.us)



TRUSTEES  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich

**VILLAGE HALL**

August 14, 2013

Mr. Pratik K. Patel, P.E.  
Construction & Geotechnical Testing, Inc.  
60 Martin Lane  
Elk Grove Village, Illinois 60007

**RE: *NOTICE TO PROCEED***  
***Soils and Materials Testing and Engineering***

Dear Mr. Patel:

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 August 8, 2013.

Please contact Rich Rittenbacher at 708-403-6243 or Tom Martin at 708-403-6103 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. 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 July 22, 2013 in an amount not to exceed Thirty Thousand and No/100 (\$30,000.00) Dollars per year for 2013 and 2014, with the option to renew for 2015. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

Encl:  
CC: Tom Martin  
Rich Rittenbacher

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
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VILLAGE HALL

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July 22, 2013

Mr. Pratik K. Patel, P.E.  
Construction & Geotechnical Material Testing, Inc.  
60 Martin Lane  
Elk Grove Village, Illinois 60007

**NOTICE OF AWARD – Soils and Materials Testing and Engineering**

Dear Mr. Patel:

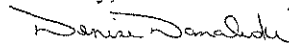
This notification is to inform you that on July 1, 2013, the Village of Orland Park Board of Trustees approved awarding CGMT, Inc. the contract in accordance with the proposal you submitted dated May 13, 2013, for Soils and Materials Testing and Engineering for an amount not to exceed Thirty Thousand and No/100 (\$30,000.00) Dollars based on proposed unit prices for each of the years 2013, 2014 and optionally 2015.

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 5, 2013.

1. Enclosed is the Contract for Soils and Materials Testing and Engineering. 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. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP 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 have this faxed to my attention at 708-403-9212 for my review before sending the original.

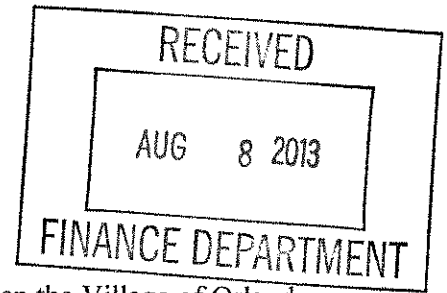
**Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.** The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement 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@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,

  
Contract Administrator

Cc: Tom Martin  
Rich Rittenbacher

**VILLAGE OF ORLAND PARK**  
**Soils and Materials Testing and Engineering**  
(Contract for Services)



This Contract is made this **22nd day of July, 2013** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Construction & Geotechnical Material Testing, Inc. (CGMT, Inc) (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

- The Request for Proposals
- The Instructions to Proposers issued April 29, 2013
- This Contract
- The Terms and Conditions
- The Proposal dated May 13, 2013, as it is responsive to the VILLAGE'S RFP requirements
- All Certifications required by the Village
- 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:

*Soils and materials testing and engineering in connection with public improvements construction, MFT funded projects, new development, and infrastructure construction projects as further detailed in the request for proposal issued April 29, 2013*

(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: **an amount not to exceed Thirty Thousand and No/100 (\$30,000.00) Dollars per year for each of the years 2013 and 2014, based on the proposed unit prices, with the option to renew for one additional year.**

**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 upon receipt of a Notice to Proceed and continue expeditiously until December 31, 2014, with the option to renew for 2015. This Contract shall terminate upon completion of the WORK or December 31, 2015, 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, 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@orland-park.il.us

**To the CONTRACTOR:**

Pratik K. Patel, P.E.  
CGMT, Inc.  
60 Martin Lane  
Elk Grove Village, Illinois 60007  
Telephone: 630-595-1111  
Facsimile: 630-595-1110  
e-mail: pkpatel@cgmt.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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Paul G. Grimes

Village Manager

Its: \_\_\_\_\_

Village Manager

Date: \_\_\_\_\_

8/12/13

FOR: THE CONTRACTOR

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

PRATIK PATEL

Its: \_\_\_\_\_

VILLAGE PRESIDENT

Date: \_\_\_\_\_

8/21/13



## PROPOSAL UNIT RATE PRICE SHEET

### Soils and Materials Testing and Engineering

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: CGMT, Inc.

Street Address: 60 Martin Lane

City, State, Zip: Elk Grove Village, Illinois 60007

Contact Name: Pratik K. Patel, P.E.

Phone: 630/595-1111

Fax: 630/595-1110

E-Mail address: pkpatel@cgmtinc.com

FEIN#: 36-4460168

#### **Description: Personnel**

#### **Unit Price (cost per hour)**

1. Material Tester I (4 hour minimum/ day applies) Level 1 ACI, HMA Technician	\$ 75.00
2. Material Tester 2 (4 hour minimum/ day applies) Level 2 PCC, HMA, Soil Technician	\$ 80.50
3. Prevailing Wage Administrator	\$ 35.00
4. Field Engineer	\$ 70.00
5. Staff (graduate) Engineer	\$ 80.00
6. Project Engineer or Materials Consultant, P.E.	\$ 90.00
7. Geotechnical Engineer	\$ 85.00
8. Principal Engineer	\$ 125.00

#### **Description: Laboratory Services**

#### **Unit Price (cost per test)**

##### Soils and Backfill

1. Aggregate Gradation – Washed Sieve Analysis ASTM C 117	\$ 75.00
2. Aggregate Gradation – Mechanical Analysis ASTM C 136	\$ 65.00
3. Aggregate Gradation – Bulk Density & Voids ASTM C 29	\$ 40.00
4. Soils Gradation, Combined Sieve & Hydrometer	\$ 145.00
5. Atterberg Limits	\$ 85.00
6. Moisture-Density Relationship ASTM D 698 (Standard Proctor Test)	\$ 135.00

7. Moisture-Density Relationship ASTM D 1557 (Modified Proctor Test)	\$ 145.00
8. Illinois Bearing Ratio, w/Moisture-Density, AASHTO T 193 IL Modified	\$ 400.00
9. Unconfined Compressive Strength of undisturbed soil samples Rimac (IDOT) Method	\$ 10.00
Stress-Strain curve, ASTM D 2166	\$ 42.50
10. Moisture Content of Soil/Aggregate, ASTM D 2216/566	\$ 4.00
11. Total Organic Matter by Wet Combustion Method, AASHTO T 194	\$ 85.00
12. pH of Soil, ASTM D 4972	\$ 30.00

#### Concrete and Masonry

1. Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing (pick-up additional)	\$ 14.00
2. Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing made by others, (pick-up additional)	\$ 14.00
3. Compressive Strength of grout cylinders (3"x6") or mortar cubes (2"x2") including molds, supplies, curing (pick-up additional)	\$ 18.00
4. Strength of masonry units, prisms (pick-up additional)	\$ 45.00

#### Hot Mix Asphalt


1. Theoretical Maximum Density	\$ 85.00
2. Asphalt Content by Reflux Extraction with Gradation	\$ 140.00
3. Asphalt Content by Ignition Oven with Gradation	\$ 130.00
4. Bulk Specific Gravity of Gyratory Specimen (set of two) and air voids	\$ 80.00
5. Tensile Strength Ratio, per mix	\$ 125.00
6. Core Density and Thickness, lab test	\$ 30.00

#### Field Sampling

1. Mobilization of Core Rig and Personnel	\$ 125.00
2. Bituminous Pavement Core, 4" diameter, including 1 subgrade sample with water content, dry unit weight, patch hole	\$ 150.00
3. Concrete pavement Core, 4" diameter, including 1 subgrade sample with water content, dry unit weight, patch hole	\$ 150.00
4. Mobilization of Drill Rig and Personnel	\$ 450.00
5. Subgrade Soil Probe, 5 ft. deep, including sampling at 2.5' intervals with water content, dry unit weight	\$ 105.00
6. Subgrade Soil Probe, 10 ft. deep, including sampling at 2.5' intervals with water content, dry unit weight	\$ 195.00

#### Miscellaneous Services

1. Provide Correlated Nuclear gauge on job site (daily flat fee)	\$ 35.00
2. Concrete cylinder pick (dedicated trip)	\$ 95.00
3. Phase One Environmental Site Assessment (Village utility repair/ excavation stockpile)	\$ 1,500.00

Signature of Authorized Signee:  \_\_\_\_\_

Title: Vice President

Date: May 13, 2013

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.  
(Note: At least 60 days should be allowed for evaluation and approval)

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

  X   Corporation: State of incorporation: Illinois  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

CGMT, Inc.

\_\_\_\_\_  
Business Name

(Corporate Seal)

  
\_\_\_\_\_  
Signature

Pratik K. Patel

\_\_\_\_\_  
Print or type name

Vice President

\_\_\_\_\_  
Title

May 13, 2013

\_\_\_\_\_  
Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

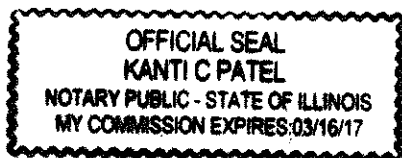
**IMPORTANT:**      **THIS CERTIFICATION MUST BE EXECUTED.**

I, Pratik Patel, being first duly sworn certify  
and say that I am Vice President  
*(insert "sole owner," "partner," "president," or other proper title)*  
of CGMT, Inc., the Prime  
Contractor submitting this proposal, and that the Prime Contractor 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.

  
\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 13<sup>th</sup> Day  
of May, 2013.

  
\_\_\_\_\_  
Notary Public



## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 written sexual harassment policies that shall include, 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) and the Commission (Human Rights 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."

Pratik Patel, having submitted a proposal for  
CGMT, Inc. (Name of Contractor) for  
Soils & Materials Testing & Eng. (General Description of Work Proposed on) to  
the Village of Orland Park, hereby certifies that said contractor has a written sexual  
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By:   
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 13<sup>th</sup> Day  
of May, 2013.

  
Notary Public



## **EQUAL EMPLOYMENT OPPORTUNITY**

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**C.** That, in 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.

**D.** That it will 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.

**E.** That it will 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.

F. That it will 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.

G. That it will 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 Vendor 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 Vendor 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.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

BY: \_\_\_\_\_

DATE: May 13, 2013

Subscribed and Sworn To  
Before Me This 13<sup>th</sup> Day  
of May, 2013.

\_\_\_\_\_  
Notary Public





## TAX CERTIFICATION

I, PRATIK PATEL, having been first duly sworn depose and state as follows:

I, PRATIK PATEL, am the duly authorized agent for CGMT, INC., which has submitted a proposal to the Village of Orland Park for

SOILS AND MATERIAL TESTING AND ENGINEERING and I hereby certify  
(Name of Project)

that CGMT, INC. is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

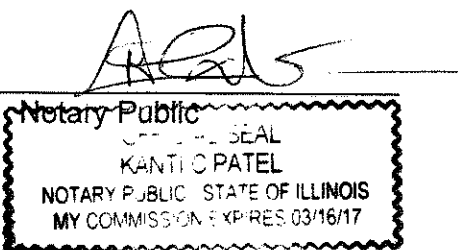
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

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.

By: [Signature]

Title: VICE PRESIDENT

Subscribed and Sworn To  
Before Me This 13th Day  
of MAY, 2013.



## REFERENCES

(Please Print or Type)

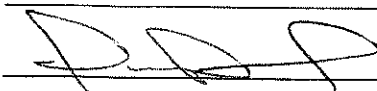
ORGANIZATION	Village of Skokie
ADDRESS	5127 Oakton Street
CITY, STATE, ZIP	Skokie, Illinois 60077
PHONE NUMBER	847-933-8231
CONTACT PERSON	Mr. Erik P. Cook, P.E.
DATE OF PROJECT	May 2008 to Present

ORGANIZATION	The Village of Arlington Heights
ADDRESS	33 South Arlington Heights Road
CITY, STATE, ZIP	Arlington Heights, Illinois 60005
PHONE NUMBER	847-368-5250
CONTACT PERSON	Ms. Nanci C. Julius, P.E.
DATE OF PROJECT	May 2011 to Present

ORGANIZATION	City of Wheaton
ADDRESS	303 W. Wesley Street Box 727
CITY, STATE, ZIP	Wheaton, Illinois 60189
PHONE NUMBER	630-260-2067
CONTACT PERSON	Mr. Sarang Lagvankar, P.E.
DATE OF PROJECT	May 2010 to Present

Proposer's Name & Title: Pratik K. Patel, Vice President

Signature and Date:

 5/13/13

## 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 Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." 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.

The bidder agrees that if they are the selected contractor, 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. 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 13 DAY OF MAY, 2013

Signature

Denise Domalewski

Printed Name & Title

Authorized to execute agreements for:

CGMT INC

Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/5/2013

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).

PRODUCER Crissie Insurance Group 1700 Higgins Road Suite 320 Des Plaines IL 60018-4221	CONTACT NAME: Maureen Vogelsberg PHONE (A/C, No, Ext): (847) 296-0655 FAX (A/C, No): (847) 297-7779 E-MAIL: vogelsbergm@crissieins.com ADDRESS: vogelsbergm@crissieins.com
INSURED Construction & Geotechnical Material Testing, 60 Martin Lane Elk Grove Village IL 60007	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company 28665 INSURER B: Sentinel Insurance Company 11000 INSURER C: StarNet Insurance Company INSURER D: Lloyds of London INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 12-13 w/new WC

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ENP0038369	9/4/2012	9/4/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	83UECPF7100	9/4/2012	9/4/2013	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB					Uninsured motorist combined \$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE	ENP0038369	9/4/2012	9/4/2013	AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	BNUWC0119784	4/19/2013	4/19/2014	E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
D	Professional Liability					E.L. DISEASE - POLICY LIMIT \$ 500,000
	Not covered under Umb.		12LFSPL0302	9/4/2012	9/4/2013	Gen Aggregate \$1,000,000
						Ea Occurrence \$1,000,000

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

The Village of Orland Park is listed as Additional Insured per General Liability Form GA233IL 02-07 and Auto Liability Form HA9916 03-12. A Waiver of Subrogation in favor of Additional Insured applies to the General Liability per Form GA233IL 02-7 and Workers Comp. per Form WC000313. Umbrella follows form.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, IL 60462

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

Anthony F Crissie/MHV

ACORD 25 (2010/05)

INS025 (201005)01

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