

Date Sent: 8/5/2025

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2024-0912

Contract #: 20250109

Start date: 12/16/2024

End date: 6/1/2025

Amount: \$ 60,000.00

Contingency Amount: \$ 0.00

Department: Public Works

Total Contract Amount: \$ 60,000.00

Contract Type: Goods Only

Contractors Name: EJ USA, Inc

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached ☐

Self-Certifying ☐

Did not disclose ☒

Contract Description: Storz Nozzle Conversion Program,
material purchase.



ORLAND PARK

**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
EJ USA, Inc.
RELATIVE TO THE VILLAGE'S PURCHASE OF Storz Nozzle Conversion Program - Material
Purchase**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made December 16, 2024, by and between the Village of Orland Park (hereinafter referred to as "Village") and EJ USA, Inc. (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Goods to be Purchased:** The Vendor agrees to and shall provide all of the Goods identified:
☒ on Vendor's Quote or Proposal Number 00731721 dated December 6, 2024 ("Quote"); or
☐ on Village's Purchase Order No. _____ dated _____ ("Purchase Order");
which is/are attached hereto and made a part of this Agreement as Exhibit A. The terms, conditions and specifications set forth in Village's Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Vendor. Any provisions in the Vendor's Quote or Proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's Purchase Order shall control.
2. **Not to Exceed Payment:** The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order a total amount of not to exceed \$60,000.00 ("Contract Amount").
3. **Compensation:**
 - A. The Village agrees to pay the Vendor for the Goods in the following manner:
☒ **Payment of Invoice after Delivery:** Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or
☐ **Progress Payments:**
 - A. 50% of the base Contract Amount upon execution of this Agreement; and
 - B. 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.
 - ☐ **Prepayment of Village Order:** The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or
- B. **Payment:** Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

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4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
- ☒ Scope of Order as set forth in the Vendor's Quote or Proposal Number 00731721 dated December 6, 2024 (Exhibit A)
 - ☐ Village of Orland Park Purchase Order No. _____ (Exhibit A)
5. Time is of the Essence; Delivery Date: Time is of the essence of this Contract. The Goods shall be delivered to the Village as set forth on:
- ☒ The Vendor's Quote Number 00731721 (Proposal), but not later than June 1, 2025
 - ☐ The Village of Orland Park Purchase Order No. _____.
- (hereinafter the "Delivery Date"), barring only Acts of God, due to which the Delivery Date may be modified only if approved in writing by the Village. The Goods shall be delivered FOB to the Village, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the Village.
6. Title and Risk of Loss: Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Village. The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.
7. Control and Inspection of Goods: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Goods shall be made after delivery. Final inspection, acceptance or rejection of the Goods shall not impose liability on the Village for Goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Goods until and unless fully corrected and/or replaced as determined by the Village. All Goods delivered and, if applicable, installed by the Vendor shall be in conformance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Agreement shall take precedence unless the Vendor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated in the Contract Documents, the Vendor shall provide new commodities, fresh stock, and/or the latest design or package, as applicable. Vendor also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other third party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. All delivery arrangements shall be made in advance with the Village's designee. Notwithstanding anything to the contrary in any of the Contract Documents, risk of loss, damage, or destruction to the Goods shall only pass to the Village only upon delivery of the Goods in good condition to the Village.
8. Deficiencies: 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 Agreement Sum. The rights and remedies of the Village stated in this provision shall be in addition to and not in limitation of, any other rights that the Village may have under other provisions of this Agreement or at law or in equity.
9. Taxes: The VILLAGE is a public body and is exempt from excise, sales and use taxes. Vendor warrants that all material costs and scheduled values have been calculated so as to give the Village its tax exempt status.

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10. **Termination:** This Agreement 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.
11. **Venue and Choice of Law:** The Vendor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
12. **Nonassignability:** The Vendor shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
13. **Notices and Communications:** Where notice is required by the Agreement 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:

Name: Patrick McLaughlin
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6357
Facsimile: _____
Email: pmclaughlin@orlandpark.org

To the Contractor:

Name: Bryan Tenegal
EJ USA, Inc.
Department 59601, PO Box 67000
Detroit, MI, 48267
Telephone: _____
Facsimile: _____
e-mail: bryan.tenegal@ejco.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.

14. **Warranty and Guarantee:** In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Vendor shall warrant and guarantee the Goods for the greater of (i) a period of two (2) years from the date of delivery thereof to the Village or (ii) Vendor's standard warranty for such Goods (the "Warranty Period"). The Vendor warrants and guarantees that for the Warranty Period the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Vendor shall promptly replace any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. The cost of repair or replacement shall include all reasonable packaging and shipping costs to Vendor as well as re-delivery to the Village. In the event that the Vendor should fail to make such replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.
15. **Commercial General Liability Insurance:** Prior to supplying and/or delivering the goods which are the subject of this Agreement, the Vendor shall be required to provide to the Village evidence of \$1,000,000

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combined single limit per occurrence for bodily injury, property damage, and products/completed operations coverage. The general aggregate amount of such coverage shall be a minimum of \$2,000,000. Such coverage shall name the Village of Orland Park, its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis and provide the Village with a Certificate of Insurance and required additional insured endorsements evidencing such coverage.

☐ Cyber Liability Coverage: for losses arising out of the Vendors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

16. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
17. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
18. Facsimile or PDF Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of an established electronic security procedure mutually agreed upon in writing by the Parties.
19. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
20. Independent Contractor/No Third Party Beneficiaries: Vendor shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between the parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
21. Intellectual Property: Vendor hereby grants to Village a paid-up, non-exclusive, unrestricted license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including without limitation all drawings, prints, manuals and specifications) furnished hereunder. In the event Village engages Vendor to produce materials which would be considered "Intellectual Property" (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, manuscripts), it is understood and agreed by Vendor that Village will be the sole owner of all intellectual property rights (including without limitation all copyrights) associated with such Intellectual Property. All Intellectual Property shall be considered "works made for hire" to be owned by Village pursuant to 17 U.S.C. §201.
22. Freedom of Information Act Compliance: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park

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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. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village 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 under this agreement.

23. Compliance with Laws: 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.
24. Entire Agreement: This Agreement (including but not limited to the Addendum to Contract and the other Contract Documents and all Exhibits attached hereto which by reference are made a part of this Agreement), are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

EJ USA, Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Richard Brandell
on 2025-02-26 14:43:47 GMT

By: E-SIGNED by Jim Culotta
on 2025-02-26 22:51:47 GMT

Name: Richard Brandell

Name: Jim Culotta

Its VP, General Manager & Authorized Agent

Title: Interim Village Manager

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EXHIBIT A

[ATTACH]

Vendor's Quote or Proposal Number 00731721 dated December 6, 2024 or
Village's Purchase Order No. _____ dated _____

1360629-02-6-6



800 268 4653
ejco.com

Exhibit A

Quotation
00731721

Account Name Village of Orland Park-Utility
Ship to 15655 South Ravinia Ave, Orland Park,
60462
Requested By
Business Phone 708-349-5400
Email

Quote Name Storz Nozzels-Quote
Created Date 12/06/2024
Expiration Date 01/05/2025
Prepared By Bryan Tenegal
Email bryan.tenegal@ejco.com
Phone

Quantity	Product No.	Description	Notes	Line Charge	Sales Price (USD)	Total Price (USD)
150	00946083	HAR 5" STZ NOZ/CAP F/4-1/2" PORT			400.00	60,000.00

Notes

Subtotal 60,000.00
Grand Total 60,000.00

**TERMS AND CONDITIONS PER GOODS & SERVICES CONTRACT DATED 12/16/2024
BETWEEN VILLAGE OF ORLAND PARK AND EJ USA, INC. WILL APPLY**

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Richard Brandell,
(Enter Name of Person Making Certification)

as Vice President & General Manager
(Enter Title of Person Making Certification)

and on behalf of EJ USA, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes ☒ No ☐

Federal Employer I.D.#: 38-1434427
(or Social Security # if a sole proprietor or individual)

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

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation Michigan 11/2/1981
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned ☐ Small Business ☐ (SBA standards)
Women-Owned ☐ Prefer not to disclose ☐
Veteran-Owned ☐ Not Applicable ☒
Disabled-Owned ☐

How are you certifying? Certificates Attached ☐ Self-Certifying ☐

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned ☐ Small Business ☐ (SBA standards)
Women-Owned ☐ Prefer not to disclose ☐
Veteran-Owned ☐ Not Applicable ☒
Disabled-Owned ☐

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Proposer 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: 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 COMPLIANCE: Yes ☒ No ☐

During the performance of this Project, Proposer 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

Proposer 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 Proposer 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 Proposer 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 Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 Proposer 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) **TAX CERTIFICATION:** Yes ☒ No ☐

Contractor is current 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.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal 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, 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:



Signature of Authorized Officer

Richard Brandell

Name of Authorized Officer

Vice President & General Manager

Title

1/30/2025

Date



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park	<u>LIABILITY UMBRELLA</u> (Follow Form Policy) ☐ \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate ☐ \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate ☐ Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability
<u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.	<u>PROFESSIONAL LIABILITY</u> ☐ \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ Other: _____ Deductible not-to-exceed \$50,000 without prior written approval
<u>GENERAL LIABILITY</u> (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate	☐ <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction
<u>ADDITIONAL INSURED ENDORSEMENTS:</u> <i>(Not applicable for Goods Only Purchases)</i> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.	☐ <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site
	☐ <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage
	☐ <u>CG 20 37 ADDITIONAL INSURED</u> – Completed Operations (Provide only if box is checked)

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. 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. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 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 contractor.

ACCEPTED & AGREED THIS 30 DAY OF January, 2025

Katie A Richey
Signature

Katie A Richey, F.A. Mgr.
Printed Name & Title

Authorized to execute agreements for:

EJ USA INC.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2025

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

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

PRODUCER MARSH USA LLC. 125 Ottawa Avenue NW Suite 400 Grand Rapids, MI 49503	CONTACT NAME: Marsh U.S. Operations & Technology		
	PHONE (A/C, No, Ext): (866) 966-4664 FAX (A/C, No):		
	E-MAIL ADDRESS: GrandRapids.CertRequest@marsh.com		
INSURED EJ USA, Inc. Attn: Tina Anderson PO Box 439 301 Spring Street East Jordan, MI 49727	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA		19445
	INSURER B : New Hampshire Insurance Company		23841
	INSURER C : Safety National Casualty Corporation		15105
	INSURER D : N/A		N/A
	INSURER E : N/A		N/A
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-010873290-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			GL 5180142	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY Hired - Comp/Coll Ded. \$250/\$500 Owned - Comp/Coll Ded. \$250/\$500			CA 2961580 (AOS) CA 3786654 (MA)	03/01/2024 03/01/2024	03/01/2025 03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 12016145 (AOS) WC 080756335 (CA) SP 4066302 (Subject to SIR per terms & cond's)	03/01/2024 03/01/2024 03/01/2024	03/01/2025 03/01/2025 03/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents is/are included as Additional Insured (except Workers Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

see acord 101

CERTIFICATE HOLDER The Village of Orland Park and all its elected officials 15655 Ravinia Avenue Orland Park, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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AGENCY CUSTOMER ID: CN107506037

LOC #: Grand Rapids

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA LLC.		NAMED INSURED EJ USA, Inc. Attn: Tina Anderson PO Box 439 301 Spring Street East Jordan, MI 49727
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

EJ Group has agreed that, within 30 days after receipt of notice of cancellation of the insurance policies referenced above from the applicable insurers, EJ Group or its designee will send a copy of such notice to the certificate holder of this certificate. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the certificate holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

POLICY NUMBER: 518-01-42

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES SUCH ADDITIONAL INSURED COVERAGE.	PER THE WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES SUCH ADDITIONAL INSURED COVERAGE.	PER THE WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ORLAND PARK



Contractual Risk Transfer Evaluation Summary

Date 1/23/25

Vendor/Contractor Name: EJ USA, Inc.
 Contract/Project Name/ #: Storz Nozzle Conversion Program - Material Purchase
 Contract Type: ☐ Contractor ☐ Prof. Svcs ☒ Goods Only ☐ MSA
 MSA Title _____
 Type of Work: Goods Only Purchase
 Contract/Project Summary: Storz Nozzle Conversion Program - Material Purchase(150 Nozzles)
 Policy Expiration Date: 3/1/25

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$2M/\$4M	☒ Yes	☐ No	☐ NA
Umbrella Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☐ NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	☒ Yes	☐ No	☐ NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	☒ Yes	☐ No	☐ NA
Prof. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Env. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Exc./Umb. Prof.				☐ Yes	☐ No	☒ NA
Excess/Umb GL				☐ Yes	☐ No	☒ NA
Cyber Liability:	\$500,000	\$1 million	Other:	☐ Yes	☐ No	☒ NA
Builders Risk:	Completed Project Value		Other:	☐ Yes	☐ No	☒ NA
Other:			Other:	☐ Yes	☐ No	☐ NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	☒ Yes	☐ No	☒ NA
ISO Additional Insured – Completed Operations (CG 20 37)	☐ Yes	☐ No	☒ NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	☐ Yes	☐ No	☒ NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	☒ Yes	☐ No	☐ NA
Waiver of Subrogation - General Liability	☒ Yes	☐ No	☐ NA
Waiver of Subrogation – Workers' Compensation	☐ Yes	☐ No	☒ NA

Additional Coverages/Revisions Approved:

Goods Only Purchase

Orland Park Hold Harmless/Indemnity Agreement Accepted: ☐ Yes ☐ No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ☒ Not Acceptable ☐

Village of Orland Park
Sole Source Request Form
Required for Purchases \$5,000 - \$24,999

Department Public Works
Division (if applicable) Utility Division

Date 12/6/2024

Description of Good/Service Storz Pumper Nozzle Program

Manufacturer or Supplier EJ USA

Dollar Amount \$60,000.00

Co-op Purchasing Contract # _____

Have Adequate Funds Been Budgeted For This Purchase? Yes ☒ No ☐

Account number(s) 5008150-461850

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- | | |
|--|--|
| ☐ One-of-a-Kind | The commodity or service has no competitive product alternatives available on the market. |
| ☒ Compatibility | The commodity or service must match existing brand of equipment for compatibility. |
| ☒ Replacement Part | The commodity is a replacement part for a specific brand of existing equipment. |
| ☐ Operation Continuity | The commodity or service is needed to maintain operational continuity. |
| ☒ Unique Design | The commodity or service must meet physical design or quality requirements. |
| ☐ Delivery Date | Only one supplier can meet necessary delivery requirements. |
| ☐ Emergency | <u>PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.</u> |
| ☐ Other | _____ |

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

EJ USA is our hydrant supplier, and has been supplying the Storz nozzles since we started the program if FY21 . REQUIREMENT TO HAVE SAME NOZZLE ON EACH HYDRANT. MULTI-YEAR PLAN TO INSTALL THEM .

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

☐ Relevant documentation attached

- | |
|--|
| ☒ I compared the proposed price to prices I previously paid for the same or similar services. |
| ☐ I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments. |
| ☐ I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry. |
| ☒ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts. |
| ☐ The price is set by law or regulations. |
| ☐ Market research reveals that same or similar goods or services are available for a similar price. |

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- | | |
|---|--|
| ☐ <u>State of Illinois Joint Purchase Program</u> | ☐ <u>Omnia Partners - Public Sector</u> |
| ☐ <u>NWMC/Suburban Purchasing Cooperative</u> | ☐ <u>National Intergovernmental Purchasing Alliance</u> |
| ☐ <u>The GSA Schedules</u> | ☐ <u>The National Cooperative Purchasing Alliance</u> |
| ☐ <u>Sourcewell</u> | ☐ <u>HGACBuy</u> |
| ☐ <u>Nat'l Association of State Procurement Officials (NASPO) ValuePoint</u> | ☐ <u>Municipal Partnering Initiative (MPI)</u> |
| ☐ <u>Choice Partners Cooperative</u> | ☐ <u>Midwestern Higher Education Compact</u> |
| ☐ <u>The Interlocal Purchasing System (TIPS)</u> | ☐ <u>National Purchasing Partners (NPPGov)</u> |
| ☐ <u>Purchasing Cooperative of America</u> | ☐ <u>1Government Procurement Alliance (1GPA)</u> |
| ☐ <u>Good Buy Purchasing Cooperative</u> | ☐ <u>National BuyBoard (BuyBoard)</u> |
| | ☐ Other: _____ |

Requested By:

Staff Contact Name
Kenneth Dado

Signature

Date

12/6/2024

Department Head
Joel Van Essen

12/6/2024

Did legal review Terms & Conditions from vendor, if applicable?

☐ Yes ☒ No ☐ N/A

Have you received a CRT summary from the Risk Manager?

☐ Yes ☒ No ☐ N/A



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2024-0912

File ID: 2024-0912

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 11/26/2024

Agenda Entry: Storz Nozzle Conversion Program - Material Purchase

Final Action: 12/16/2024

Title: Storz Nozzle Conversion Program - Material Purchase

Notes:

Sponsors:

Res/Ord Date:

Attachments: Quote - EJ USA, Sole Source Request - Storz Nozzles

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	11/26/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	12/16/2024	APPROVED				Pass

Text of Legislative File 2024-0912

Title/Name/Summary

Storz Nozzle Conversion Program - Material Purchase

History

In 2021, a Village-wide fire hydrant conversion program was established for replacing standard pumper nozzle hookups with Storz nozzles. Utilization of Storz nozzles expedite fire department response times. Rather than threading on an adapter plate (risking cross threading), the Storz allows for a fast "quarter-turn" connection. Quick-connect couplings save considerable amount of time for firefighters when they are connecting hose fittings, and this might further save their lives and the lives of Orland Park residents in case of an emergency.

Conversions began primarily in recent water main replacement subdivisions. Utilities staff have had discussions with Orland Fire Protection District leadership prior to

starting any of this work, and they are very happy to see our support to help expedite emergency response. We have also worked with the Engineering Department to change the hydrant code to have any new development areas to provide new hydrants with Storz as standard.

The Village currently has approximately four thousand nine hundred seven (4,907) hydrants on our water system. While the goal is for all hydrants to have a Storz connection, staff are concentrating on commercial and industrial areas first. To date, four hundred thirty-one (431) Storz Nozzle conversions have been successfully completed. This purchase will allow for one hundred fifty (150) hydrants to be converted in 2025, and bring 11.8% of hydrants to this standard.

EJ USA is the supplier of Village of Orland Park Fire Hydrants, hardware, and replacement parts, and is considered a sole source for this purchase.

Financial Impact

Funds for Storz Nozzles in the amount of \$60,000 were included in the FY 2025 budget in G/L.

Recommended Action/Motion

I move to approve the waiver of the competitive bid process and authorizing the approval and execution of a vendor contract with EJ USA for the purchase of one hundred fifty (150) Storz nozzles for the FY25 Pumper Nozzle Conversion Program for a total not-to-exceed contract price of \$60,000.00;

AND

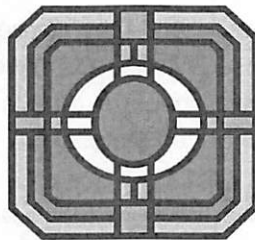
Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue

Orland Park, IL 60462

www.orlandpark.org



Meeting Minutes

Monday, December 16, 2024

7:00 PM

Village Hall

Board of Trustees

Village President Keith Pekau

Village Clerk Brian L. Gaspardo

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

2024-0912 Storz Nozzle Conversion Program - Material Purchase

In 2021, a Village-wide fire hydrant conversion program was established for replacing standard pumper nozzle hookups with Storz nozzles. Utilization of Storz nozzles expedite fire department response times. Rather than threading on an adapter plate (risking cross threading), the Storz allows for a fast "quarter-turn" connection. Quick-connect couplings save considerable amount of time for firefighters when they are connecting hose fittings, and this might further save their lives and the lives of Orland Park residents in case of an emergency.

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EJ USA is the supplier of Village of Orland Park Fire Hydrants, hardware, and replacement parts, and is considered a sole source for this purchase.

I move to approve the waiver of the competitive bid process and authorizing the approval and execution of a vendor contract with EJ USA for the purchase of one hundred fifty (150) Storz nozzles for the FY25 Pumper Nozzle Conversion Program for a total not-to-exceed contract price of \$60,000.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

/s/ Brian L. Gaspardo

Brian L. Gaspardo, Village Clerk

MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

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

**TRUSTEES**

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

January 10, 2025

Bryan Tenegal
EJ USA, Inc.
310 Garnet Dr
New Lenox, IL 60451

NOTICE OF AWARD – Storz Hydrant Nozzle Program

Dear Mr. Tenegal:

This notification is to inform you that on December 16, 2024, the Village of Orland Park Board of Trustees approved awarding EJ USA, Inc. the contract in accordance with the proposal number 00731721 for the purchase of Storz Nozzles for a not to exceed amount of sixty thousand dollars and 0/100 (\$60,000.00).

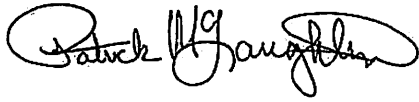
In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 24, 2025.

- Submit electronically a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com if you have any questions.
- Complete the Certificate of Compliance and sign the Insurance Requirements form.

Documents listed above are to be submitted to Ivana Lisnich, Management Analyst at ilisnich@orlandpark.org and are required prior to the commencement of work. 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. You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village.

You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. If you have any questions, please do not hesitate to call me at 708-403-6357 or e-mail me at pmclaughlin@orlandpark.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick McLaughlin". The signature is fluid and cursive, with the first name "Patrick" and last name "McLaughlin" clearly distinguishable.

Patrick McLaughlin
Utilities Operations Manager

MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

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



TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

February 27, 2025

Bryan Tenegal
EJ USA, Inc.
310 Garnet Dr
New Lenox, IL 60451

NOTICE TO PROCEED – Storz Hydrant Nozzle Program

Dear Mr. Tenegal:

This notification is to inform you that the Village of Orland Park has received the electronic contract and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6357 to arrange the commencement of the work.

The Village has processed a Contract Record Number 20250109 for this contract/service. It is imperative that this number 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 Contract Record Number.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick McLaughlin", written over a light blue horizontal line.

Patrick McLaughlin
Utilities Operations Manager