## CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2016-0325 Innoprise Contract #: C16-0056

Year: 2016 Amount: \$30,780.00

**Department:** PW - Doug Medland

Contract Type: Maintenance

Contractors Name: Pittsburg Tank & Tower Maintenance Co., Inc.

Contract Description: Elevated Tank #5 Repair Services

MAYOR Daniel J. McLaughlin

VILLAGE CLERK John C. Mehalek

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

www.orlandpark.org



VILLAGE HALL

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

May 31, 2016

Mr. Patrick Heltsley Pittsburg Tank & Tower Maintenance Co., Inc. P.O. Box 1849 Henderson, Kentucky 42419-1849

RE: NOTICE TO PROCEED - Elevated Tank #5 Repair Services

Dear Mr. Heltsley:

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 May 10, 2016.

Please contact Doug Medland at 708-403-6198 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 May 4, 2016 in an amount not to exceed Thirty Thousand Seven Hundred Eighty and No/100 (\$30,780.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski Contract Administrator

Encl:

CC: Napoleon Haney

Doug Medland

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

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



VILLAGE HALL

Kathleen M. Fenton
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TRUSTEES

Michael F. Carroll

May 4, 2016

Mr. Patrick Heltsley Pittsburg Tank & Tower Maintenance Co., Inc. P.O. Box 1849 Henderson, Kentucky 42419-1849

NOTICE OF AWARD - Elevated Tank #5 Repair Services

Dear Mr. Heltsley:

This notification is to inform you that the Village of Orland Park Board of Trustees approved awarding Pittsburg Tank & Tower Maintenance Co., Inc. the Elevated Tank #5 Repair Service in accordance with the proposal you submitted dated March 28, 2016, for an amount not to exceed Thirty Thousand Seven Hundred Eighty and No/100 (\$30,780.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by May 18, 2016. Since time is of the essence with this repair, we would appreciate a quick turnaround of documents.

- I am attaching the Contract for Elevated Tank #5 Repair Services. 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.
- Also enclosed is the Village Insurance Requirements. Please sign and return with the contract.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed 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.
- l've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

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 and Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Contract Administrator

cc: Ken Dado

Doug Medland

## Received

MAY 1 0 2016

Finance Department

# VILLAGE OF ORLAND PARK Elevated Tank #5 Repair (Contract for Maintenance)

This Contract is made this **4th day of May**, **2016** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Pittsburg Tank & Tower Maintenance Co., Inc. of Henderson, KY. (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 Contract
The Terms and General Conditions pertaining to the Contract
The Proposal dated March 28, 2016 to the extent it does not conflict with this contract
Affidavit of Compliance

Certificates of Insurance

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment materials, and insurance necessary to perform the following:

Complete repair services for Elevated Tank #5 located at 7200 Wheeler Drive, Orland Park, IL

(hereinafter referred to as the "WORK") as described in the CONTRACTOR'S Proposal 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 amounts for the WORK:

- •Repair 12" outlet leak where it penetrates the container inside the dry riser by gouging out defective welds and re-welding. Then install a donut reinforcement pad around pipe penetration and weld to reinforce.
- •Install a 12" bellows expansion joint below the repair to allow for vertical and horizontal movement. This joint will be welded and (3) pieces of insulation added. \$26,280.00

Option: to install spool piece in place of bottom expansion joint. \$ 4,500.00

TOTAL: an amount not to exceed Thirty Thousand Seven Hundred Eighty and No/100 (\$30,780.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by June 15, 2016, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the 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 all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.)

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

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

**SECTION 8: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

#### To the VILLAGE:

Denise Domalewski, Contract Administrator

Village of Orland Park 14700 South Ravinia Avenue Orland Park, Illinois 60462

Telephone: 708-403-6173 Facsimile: 708-403-9212

e-mail:ddomalewski@orlandpark.org

#### To the CONTRACTOR:

Patrick Heltsley, Vice President

Pittsburg Tank & Tower Maintenance Co., Inc.

P.O.Box 1849

Henderson, Kentucky 42419-1849

Telephone: 270-869-9400 Facsimile: 270-827-4417 e-mail: pheltsley@pttmco.com

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

**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 10: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 11: 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           | FOR: THE CONTRACTOR/                        |
|----------------------------|---|
| By:                        | By: flly                                    |
| Print name: Paul G. Grimes | Print name: Patrick Heltsley, Vice Presiden |
| Village Manager  Title:    | Title: Patrick Heltsley, Vice President     |
| Date: 5/13/16              | Date: 5/6/2016                              |

#### VILLAGE OF ORLAND PARK

General Terms and Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and Pittsburg Tank & Tower Maintenance Co., Inc out of Henderson, KY (the "CONTRACTOR") for Elevated Tank #5 Repair Services (the "WORK") dated May 4, 2016 (the "CONTRACT").

#### ARTICLE 1: DUTIES OF THE PARTIES

#### 1.1 <u>VILLAGE'S RIGHTS AND DU</u>TIES

- 1.1.1 Upon request of the CONTRACTOR the VILLAGE shall furnish, with reasonable promptness, information necessary for the performance of the WORK of the CONTRACT including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the WORK is to be performed.
- 1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK as is necessary for the performance of the WORK and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the WORK.
- 1.1.3 The VILLAGE shall have the right to stop the WORK by a written order should the CONTRACTOR fail to correct Work not in accordance with the Contract Documents which will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4 The VILLAGE may, if the CONTRACTOR does not correct Work to make it conform to the Contract Documents, or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, correct the default itself and deduct the reasonable cost of the correction or cure from the amounts owed to the CONTRACTOR.

#### 1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The CONTRACTOR shall perform the WORK in accordance with the Contract Documents.
- 1.2.2 The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK and shall report to the VILLAGE or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the VILLAGE, or where applicable, to the Architect.
- 1.2.3 Contractor shall pay for all material and labor necessary for the performance of the WORK and, unless agreed otherwise with the VILLAGE in a separate written document, for all utilities required such as light, heat and water.

- 1.2.4 Contractor warrants that the WORK shall contain material and equipment of good quality that is new and that the WORK and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the CONTRACTOR, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the VILLAGE. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.
- 1.2.5 Contractor shall work expeditiously to complete the WORK by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the WORK.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.
  - 1.2.7.1 This CONTRACT calls for the construction/maintenance of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced

information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

- 1.2.7.2 Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. 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. Contractors and all Subcontractors 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. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.
- 1.2.8 Contractor will not be relieved of any obligation to the VILLAGE due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

#### ARTICLE 2: CONTRACT DOCUMENTS

- 2.1 The Contract Documents consist of the following items:
  - .1 Agreement between the parties
  - .2 General Conditions to the Agreement
  - .3 Special Conditions to the Agreement, if any
  - .4 Accepted Proposal as it conforms to the Village requirements
  - .5 Addenda, if any
  - .6 Required Certificates of Insurance
  - .7 Required Affidavit of Compliance
  - .8 Performance and Payment Bonds, if required

#### ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The VILLAGE requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect or payment shall not be

made by the VILLAGE without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

- 3.2 No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not actually installed and built into the WORK without written authorization for the VILLAGE.
- 3.3 Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.
- 3.4 Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.
- 3.5 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

#### **ARTICLE 4: TAXES**

4.1 The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish Contractor with exemption numbers as required. Contractor shall not include any such taxes in its cost figures.

#### ARTICLE 5: INSPECTION OF MATERIALS

5.1 The VILLAGE shall have a right to inspect any materials or equipment to be used in carrying out this contract. The CONTRACTOR shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the VILLAGE. Materials, equipment, components or completed work not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR at no cost to the VILLAGE.

#### ARTICLE 6: ASSIGNMENT

- 6.1 The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.
- 6.2 Work not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their Work.
- 6.3 The CONTRACTOR shall not contract with anyone to whom the VILLAGE has a reasonable objection.
- 6.4 The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the Contract Documents, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the CONTRACTOR, by these Documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the Contract Documents, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor. identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### ARTICLE 7: GUARANTEES AND WARRANTIES

- 7.1 All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before final voucher on the CONTRACT is issued.
- 7.2 Contractor shall supply the VILLAGE with "as-built" plans prior to the VILLAGE making the final payment.

#### ARTICLE 8: DEFAULT

- 8.1 If the CONTRACTOR fails to begin the WORK under this contract within the time specified, or fails to perform the WORK with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the WORK in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the WORK, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in an acceptable manner, the VILLAGE shall give notice to the CONTRACTOR and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the CONTRACTOR in this contract.
- 8.2 Upon declaration of Contractor's default, the VILLAGE may, at his option, call upon the surety to complete the WORK in accordance with the terms of this contract or may take over the WORK, including any materials and equipment on the work site as may be suitable and acceptable to the VILLAGE and may complete the WORK by or on its own force account, or may enter into a new contract for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner.

8.3 All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the VILLAGE shall be less than the sum which would have been payable under this contract if it had been completed by the CONTRACTOR and had not been forfeited by the VILLAGE, then the CONTRACTOR shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the amount of such excess.

#### ARTICLE 9: DISPUTES AND VENUE

- 9.1 If an Architect or Engineer has contracted with the VILLAGE to administer the CONTRACT between Village and Contractor, disputes shall be handled with the involvement of the Architect or Engineer according to the terms of the CONTRACT between the VILLAGE and the Architect or Engineer and any reference made herein to "Architect" shall be read as "Engineer" where applicable. In any other case, disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.
- 9.2 Any legal action taken by either party shall be decided based upon the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

#### **ARTICLE 10: CONTRACT TIME**

10.1 Time is of the essence of the CONTRACT. Village shall not grant, and Contractor shall not seek damages for delays; however, Village shall grant an increase in the Contract Time for delay not caused by Contractor, its Subcontractors or others for whose actions Contractor is liable.

#### ARTICLE 11: INSURANCE AND INDEMNIFICATION

#### 11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverage shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverage afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all work has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force

and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are:

- .1 <u>Worker's Compensation</u>: STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this contract. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors.
- .2 Employers Liability: \$500,000 minimum liability.
- .3 Comprehensive General Liability; including Bodily Injury and Property Damage.

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$1,000,000 Each Occurrence - Combined Single Limit
$2,000,000 Aggregate - Completed Operations
$2,000,000 Each Occurrence - Blanket Contractual Liability
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.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the VILLAGE, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

#### 11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the 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.

11.2.2 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.

#### ARTICLE 12: PERFORMANCE AND PAYMENT BONDS - not applicable

12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

#### ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between Village and Contractor is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

#### **ARTICLE 14: CHANGES IN THE WORK**

14.1 All changes in the WORK must be approved by the VILLAGE in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the VILLAGE or its designee finding that the change was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of the VILLAGE. Any change increasing the original Contract Sum by fifty percent (50%) or more must be re-bid by the VILLAGE as required by law.

#### **ARTICLE 15: TERMINATION**

15.1 The VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all Work directed to be performed prior to the effective date of termination along with reasonable overhead and profit.

## Pittsburg Tank & Tower Maintenance Co., Inc

PAINT•REPAIR•DISMANTLE•INSPECT



TANKS RAISED, LOWERED AND MOVED NEW AND PREOWNED TANKS P.O. Box 1849 • Henderson, KY 42419-1849 • TEL. (270) 869-9400 • FAX (270) 827-4417 http://www.watertank.com Email: sales@watertank.com

DATE: March 28, 2016

Revision 1

Village of Orland Park TO:

15655 South Ravinia Avenue

Orland Park, IL 60462

EMAIL: dmedland@orlandpark.org

ATTN: Mr. Doug Medland

Supervisor

PHONE: 708-403-6350 FAX: 708-403-8798

RE: 7200 Wheeler Drive #5

In accordance with price, terms and conditions quoted below, we propose to furnish all labor. material, equipment and insurance necessary to complete the following to one (1) 300,000 gallon watersphere:

#### SCOPE OF WORK

| <b>Labor</b><br><b>≱</b> \$16,293.60 | Material/equipment<br>\$9,986.40 | Total<br>\$26,280.00 | Description •Repair 12" outlet leak where it penetrates the container inside the dry riser by gouging out defective welds and re-welding. Then install a donut reinforcement pad around pipe penetration and weld to reinforce. •Install a 12" bellows expansion joint below the repair to allow for vertical and horizontal movement. This joint will be welded and (3) pieces |
|--------------------------------------|----------------------------------|----------------------|---|
| \$8,221.20                           | \$5,038.80                       | \$13,260.00          | of insulation added  Intall a 12" bolted flanged bellows expansion joint between the base elbow and upper flange in the valve pit to replace the damaged dressor coupling.  |
| \$2,790.00                           | \$1,710.00                       | \$4,500.00           | Option: to install spool piece in place of bottom expansion joint.  |

ALL NEW TANK APPURTANCES FURNISHED AND INSTALLED BY PITTSBURG TANK & TOWER MAINTENACNE CO. INC AS PART OF THIS SCOPE OF WORK SHALL BE FIELD PRIMED AND FINISH COATED TO MATCH EXISTING COATING SYSTEM(S). COLOR TO MATCH AS CLOSE AS POSSIBLE.

#### **TERMS**

50% With Order; Balance Upon Completion OR Mutually Agreed Payment Terms

\*MasterCard, Visa and American Express are accepted\*

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal and according to the terms thereof. In the event purchaser fails to abide by the terms and conditions of the contract requiring Pittsburg Tank & Tower Maintenance Co, Inc to collect on amounts due and owing, purchaser agrees to pay all attorney fees and all costs incurred by Pittsburg Tank & Tower Maintenance Co, Inc to secure said payments from purchaser.

#### ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS

| Accepted:, 20_             | Respectfully Submitted by:                  |  |  |  |  |
|----------------------------|---|--|--|--|--|
| Village of Orland Park, IL | PITTSBURG TANK & TOWER MAINTENANCE CO, INC. |  |  |  |  |
| Paul G. Grimes             | Ву:   |  |  |  |  |
| Title: Village Manager     | Patrick Heltsley, Vice President            |  |  |  |  |

## Pittsburg Tank & Tower Maintenance Co., Inc.

PAINT • REPAIR • DISMANTLE • INSPECT



TANKS RAISED, LOWERED AND MOVED•NEW AND PREOWNED TANKS P.O. Box 1849 • Henderson, KY 42419-1849 • TEL. (270) 869-9400 • FAX (270) 827-4417 http://www.watertank.com Email: sales@watertank.com

March 28, 2016 Revision 1

Mr. Doug Medland Supervisor Village of Orland Park 15655 South Ravinia Avenue Orland Park, IL 60462 708-403-6350 708-403-8798 Fax dmedland@orlandpark.org

RE: 7200 Wheeler Drive #5

Doug,

We are pleased to provide you with an revised quotation to repair one (1) 300,000 gallon watersphere at the above referenced location.

Pittsburg has been serving the nation's tank needs for more than ninety years and our fully equipped and experienced crews specialize in all the services listed above in our letterhead. We are a veteran owned company.

We will furnish ten million dollars (\$10,000,000) worth of insurance for our mutual protection.

To accept our proposal, just sign and return one (1) copy to our Henderson, Kentucky office.

Respectfully,

Pittsburg Tank & Tower Maintenance Co., Inc.

Patrick Heltsley Vice President 270-869-9400 Ext. 253# 270-748-1325 Cell pheltsley@pttmco.com

cc: Kendra Graw Account Executive 270-869-9400 Ext. 247# 800-407-6890 Fax kgraw@pttmco.com

Please visit our web site at www.watertank.com

#### AFFIDAVIT OF COMPLIANCE

| The undersigned  | Patrick Heltsley<br>Enter Name of Person Making Al |               | ice President<br>(Enter Title of Pe | rson Making Affidavit) |  |  |  |  |
|--|--|---------------|-------------------------------------|------------------------|--|--|--|--|
| and on behalf of _Pit  | ttsburg Tank & Tower Main<br>Enter Name of But     |               |                                     | , certifies that:      |  |  |  |  |
| 1) BUSINESS ORG  | ANIZATION:   |               |                                     |                        |  |  |  |  |
| The Proposer is  | authorized to do busines                           | s in Illinois | s: Yes [X] No                       | []                     |  |  |  |  |
| Federal Employer I.D. #: 38-3771477  (or Social Security # if a sole proprietor or individual) |  |               |                                     |                        |  |  |  |  |
| The form of busin  | ess organization of the Pro                        | poser is (ch  | neck one):                          |                        |  |  |  |  |
| Sole Proprietor Independent Contractor (Individual) Partnership LLC                            |  |               |                                     |                        |  |  |  |  |
| X Corporation  | Kentucky   |               | /18/2007                            |                        |  |  |  |  |
|  | (State of Incorporation)                           | (Dat          | e of Incorporation)                 |                        |  |  |  |  |

## 2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X] 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.

### 3) SEXUAL HARRASSMENT POLICY: Yes [X] 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."

### 4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [X] 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 Subcontract" means any agreement arrangement or municipal corporations. 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 nonresponsible 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.

### 5) PREVAILING WAGE COMPLIANCE: Yes [X] No []

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

The undersigned Contractor further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

## 6) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes [ ] No [X]

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

| Name of A&T Program:          |         |
|-------------------------------|---------|
| Brief Description of Program: |         |
|                               |         |
|                               | <u></u> |

## 7) TAX CERTIFICATION: Yes [X] No []

Contractor 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.

#### 8) <u>AUTHORIZATION & SIGNATURE</u>:

I certify that I am authorized to execute this Affidavit 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 Affidavit 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 |
|                         | Patrick Heltsley                |
|                         | Name of Authorized Officer      |
|                         | Vice President                  |
|                         | Title                           |
|                         | 4-7-16                          |
|                         | Date                            |
| Subscribed and Sworn To |                                 |
| Before Me This Day      |                                 |
| of AP+ , 2016.          |                                 |
|                         |                                 |
| Notary Public Signature | ( NOTARY SEAL)                  |
|                         |                                 |

#### INSURANCE REQUIREMENTS

#### WORKERS COMPENSATION & EMPLOYER LIABILITY

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

#### **AUTOMOBILE LIABILITY**

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

#### **GENERAL LIABILITY (Occurrence basis)**

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

#### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 - Each Occurrence \$2,000,000 - Aggregate

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

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

Please provide a Certificate of Insurance 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 Contractor.

| ACCEPTED & AGREED THIS 641       | DAY OF <u>May</u> , 20 <u>16</u>      |
|----------------------------------|---------------------------------------|
| 1 Helm                           | 0                                     |
| Signature                        | Authorized to execute agreements for: |
| Patrick Heltsley, Vice President | Pittsburg Tank & Tower Maint Co, Inc  |
| Printed Name & Title             | Name of Company                       |



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2016

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

|             | he terms and conditions of the policy<br>ertificate holder in lieu of such endors   |                     |                        |   |   |   | tement on th                             | nis certificate does not d                                      | onfer                                   | rights to the |
|-------------|---|---------------------|------------------------|---|---|---|--|---|---|---------------|
| PRODUCER    |   |                     |                        | CONTACT Lisa Butler   |   |   |  |   |   |               |
| Var         | Van Meter Insurance Group<br>2009 Frederica Street  |                     |                        |   | PHONE (A/C, No, Ext): (270) 685-5581 4408 (A/C, No): (270) 685-3342 |   |  |   |   | 685-3342      |
|             | ensboro, KY 42301   |                     |                        |   | E-MAIL<br>ADDRE   | ss: lbutler@                                      | vanmeterii                               | ns.com  |   |               |
|             |   |                     |                        |   |   | INS   | URER(S) AFFOI                            | RDING COVERAGE  |   | NAIC #        |
|             |   |                     |                        |   | INSURE  | RA: Zurich  | American I                               | nsurance Company  | *************************************** | 16535         |
| INSURED     |   |                     |                        |   |   |   |  | 10030   |   |               |
|             | Pittsburg Tank & Tower Mai  |                     |                        | Co.Inc  | INSURE  | R C : Travelers                                   | s Property C                             | Casualty Company of An  | nerica                                  | 25674         |
|             | PO Box 1849   | interiorite co inc. |                        |   | INSURER D:  |   |  |   |   |               |
|             | Henderson, KY 42420   |                     |                        |   | INSURE  | RE:   |  |   |   |               |
|             |   |                     |                        |   | INSURE  | RF:   |  |   | _                                       |               |
| CC          | VERAGES CER   | TIFIC               | CATE                   | NUMBER:   |   |   |  | REVISION NUMBER:  |   |               |
| I.          | THIS IS TO CERTIFY THAT THE POLICII<br>NDICATED. NOTWITHSTANDING ANY F<br>CERTIFICATE MAY BE ISSUED OR MAY<br>EXCLUSIONS AND CONDITIONS OF SUCH | EQUI<br>PER<br>POLI | REMI<br>TAIN,<br>CIES. | ENT, TERM OR CONDITIO<br>, THE INSURANCE AFFOR<br>LIMITS SHOWN MAY HAVE | N OF A  | INY CONTRAC<br>THE POLICI<br>REDUCED B <b>Y</b> I | CT OR OTHER<br>ES DESCRIB<br>PAID CLAIMS | R DOCUMENT WITH RESPO<br>BED HEREIN IS SUBJECT T                | ECT TO                                  | WHICH THIS    |
| INSF<br>LTR | TYPE OF INSURANCE   | ADDL<br>INSD        | SUBR                   | POLICY NUMBER   |   | POLICY EFF<br>(MM/DD/YYYY)                        | POLICY EXP<br>(MM/DD/YYYY)               | LIMIT   | s                                       |               |
| A           | X COMMERCIAL GENERAL LIABILITY  |                     |                        |   |   |   |  | EACH OCCURRENCE   | \$                                      | 1,000,000     |
|             | CLAIMS-MADE X OCCUR   | Х                   |                        | GLO0191740-00   |   | 03/31/2016  | 03/31/2017                               | DAMAGE TO RENTED<br>PREMISES (Ea occurrence)                    | s                                       | 300,000       |
|             |   |                     |                        |   |   |   |  | MED EXP (Any one person)  | s                                       | 10,000        |
|             |   |                     |                        |   |   |   |  | PERSONAL & ADV INJURY   | \$                                      | 1,000,000     |
|             | GEN'L AGGREGATE LIMIT APPLIES PER:  | 1                   | ļ                      |   |   |   |  | GENERAL AGGREGATE   | s                                       | 2,000,000     |
|             | POLICY X PRO-<br>JECT LOC   |                     | İ                      |   |   |   |  | PRODUCTS - COMP/OP AGG  | \$                                      | 2,000,000     |
|             | OTHER:  |                     |                        |   |   |   |  |   | \$                                      |               |
|             | AUTOMOBILE LIABILITY  |                     |                        |   |   |   |  | COMBINED SINGLE LIMIT<br>(Ea accident)                          | \$                                      | 1,000,000     |
| Α           | X ANY AUTO  | X                   |                        | BAP0191742-00   |   | 03/31/2016  | 03/31/2017                               | BODILY INJURY (Per person)                                      | \$                                      |               |
|             | ALL OWNED SCHEDULED AUTOS NON-OWNED AUTOS AUTOS   |                     |                        |   |   |   |  | BODILY INJURY (Per accident)                                    | \$                                      |               |
|             |   |                     |                        |   |   |   |  | PROPERTY DAMAGE (Per accident)                                  | \$                                      |               |
|             |   |                     | 4                      |   |   |   |  |   | \$                                      |               |
|             | UMBRELLA LIAB X OCCUR   |                     |                        |   |   | 1   |  | EACH OCCURRENCE   | \$                                      | 10,000,000    |
| В           | X EXCESS LIAB CLAIMS-MADE   | X                   | G24380634004           | 03/31/2016  | 03/31/2017  | AGGREGATE   | \$                                       |   |   |               |
|             | DED RETENTION \$  |                     |                        |   |   |   |  | Aggregate   | \$                                      | 10,000,000    |
|             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N  |                     |                        |   |   | 03/31/2016  | 03/31/2017                               | X PER STATUTE OTH-  |   |               |
| Α           | ANY PROPRIETOR/PARTNER/EXECUTIVE N  | N/A                 |                        | WC0191739-00  |   |   |  | E.L. EACH ACCIDENT  | \$                                      | 1,000,000     |
|             | (Mandatory in NH)   |                     |                        |   |   |   |  | E.L. DISEASE - EA EMPLOYEE                                      | \$                                      | 1,000,000     |
| _           | DÉSCRIPTION OF OPERATIONS below   |                     |                        |   |   |   |  | E.L. DISEASE - POLICY LIMIT                                     | \$                                      | 1,000,000     |
| С           | Commercial Inland Ma  |                     | Ì                      | QT-660-6C533490-TIL-16  |   | 03/31/2016  |  | Limit   |   | 600,000       |
| С           | Commercial Builders   |                     |                        | QT-660-6C533490-TIL-16  | 5   | 03/31/2016  | 03/31/2017                               | Limit   |   | 2,000,000     |
| Job         | SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC<br>2 216059<br>age of Orland Park is listed as additiona  |                     |                        |   |   |   |  |   |   |               |
| CE          | ERTIFICATE HOLDER   |                     |                        |   | CAN   | CELLATION   |  |   |   |               |
|             |   |                     |                        |   | THE   | EXPIRATION  | N DATE TH                                | ESCRIBED POLICIES BE C.<br>EREOF, NOTICE WILL<br>CY PROVISIONS. |   |               |
|             | Village of Orland Park<br>14700 South Ravinia Ave<br>Orland Park. IL 60462  |                     |                        |   | Authorized Representative   |   |  |   |   |               |