

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

**Legistar File ID#:** 2016-0052

**Innoprise Contract #:** C16-0025

**Year:** 2016

**Amount:** \$130,189.00

**Department:** Dev Services - Mike Kowski

**Contract Type:** Services

**Contractors Name:** Flood Testing Laboratories, Inc.

**Contract Description:** Main Street Parking Deck - Materials Testing

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



VILLAGE HALL

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

February 26, 2016

Mr. Walter H. Flood IV, M.S., P.E.  
Flood Testing Laboratories, Inc.  
1945 East 87<sup>th</sup> Street  
Chicago, Illinois 60617-2946

**RE: NOTICE TO PROCEED – Main Street Parking Deck – Materials Testing**

Dear Mr. Flood:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, affidavit, and insurance documents in order for work to commence on the above stated project as of February 17, 2016.

Please contact Mike Kowski at 708-403-6128 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company when issued. 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 February 10, 2016 in an amount not to exceed One Hundred Thirty Thousand One Hundred Eighty-Nine and No/100 (\$130,189.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

Encl:  
CC: Mike Kowski

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Avenue  
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February 10, 2016

Mr. Walter H. Flood IV, M.S., P.E.  
Flood Laboratories, Inc  
1945 East 87<sup>th</sup> Street  
Chicago, Illinois 60617-2946

**NOTICE OF AWARD – Main Street Parking Deck – Materials Testing**

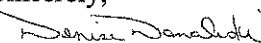
Dear Mr. Flood:

This notification is to inform you that on February 1, 2016, the Village of Orland Park Board of Trustees approved awarding Flood Laboratories, Inc the contract in accordance with the proposal you submitted dated January 13, 2016, for Main Street Parking Deck – Materials Testing for an amount not to exceed One Hundred Thirty Thousand One Hundred Eighty-Nine and No/100 (\$130,189.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 24, 2016.

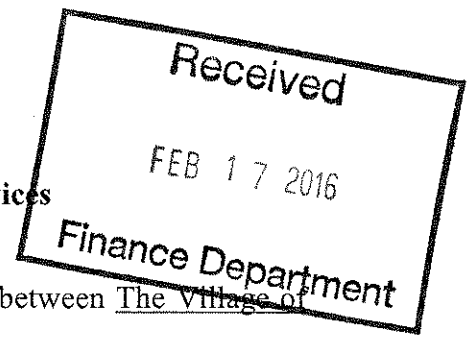
- I am attaching the Contract for Main Street Parking Deck – Materials Testing. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Also enclosed are the Affidavit of Compliance and Insurance Requirements. Please complete and return them directly to me.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

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

Sincerely,  
  
Contract Administrator

cc: Mike Kowski

**VILLAGE OF ORLAND PARK**  
**Main Street Parking Deck – Material Testing Services**  
(Contract for Services)



This Contract is made this **10th day of February, 2016** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Flood Testing Laboratories, Inc. (FTL) (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on January 13, 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 and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Perform 3<sup>rd</sup> party independent testing and inspection of soils, utilities, concrete, steel and masonry for the Main Street Parking Deck and associated work

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

Base Services	\$94,574.00
OT Contingency	\$10,700.00
Alternate-Roofing Inspections, if needed	\$24,915.00

**TOTAL:** An amount not to exceed One Hundred Thirty Thousand One Hundred Eighty-Nine and No/100 (\$130,189.00) Dollars.

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

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously up to one year from that date or until final completion on or before March 31, 2017. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

**To the VILLAGE:**

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

**To the CONTRACTOR:**

Walter H. Flood IV, M.S., P.E.  
Flood Laboratories, Inc.  
1945 East 87<sup>th</sup> Street  
Chicago, Illinois 60617-2946  
Telephone: 773-721-2200  
Facsimile: 773-721-2206  
e-mail: WHFlood4@floodlabs.com

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

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

trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

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

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

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

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

FOR: THE VILLAGE

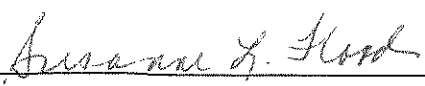
By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 2/19/16

FOR: THE CONTRACTOR

By: 

Print Name: SUSANNE L. Flood

Its: PRESIDENT

Date: 11 FEBRUARY 2016



# **FLOOD** Testing Laboratories, Inc.

**A Certified Woman Owned Business Enterprise**

1945 EAST 87TH STREET  
CHICAGO, IL 60617-2946  
PHONE (773) 721-2200  
FAX (773) 721-2206

13 January 2016

Michael Kowski  
City of Orland Park  
15655 Ravinia Ave  
Orland Park, IL 60462

Re: Testing and Inspection Services  
Main Street, Triangle Parking Garage

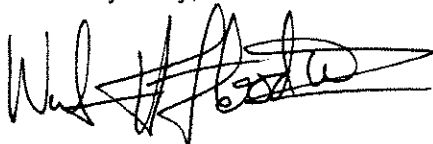
Dear Mr. Kowski:

Flood Testing Laboratories, Inc. (FTL) is pleased to present our prices to perform the testing for your project. I have based this proposal on review of Walsh's project schedule dated 30 November 2015. We understand that the start date has likely slid; however, I've assumed that the general durations would hold true. Durations and number of visits have been estimated based on previous experience with similar projects and discussions with Walsh Construction. The project is anticipated to be staffed on a full-time basis during foundation installation and backfilling. Following this, part time inspection will occur during slab on grade placement, precast erection, and CMU placement. Our anticipated scope of work is full-service testing and inspection of soils including site and underslab utilities, reinforced concrete, structural steel, and masonry.

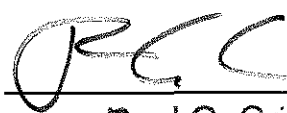
An alternate has been provided for overtime based on typical overtime amounts in this market. Without making adjustments, overtime based on our labor contract is time prior to 7am or after 3:30pm. An alternate has also been provided for roofing inspection at the project, if desired. Many clients consider roofing observation beneficial in order to prevent costly leaks and maintenance during the life of the roof. For most warranties, inspection is required, though often "provided" by the installers, themselves. Our RCI-certified technician would observe placement and proper detailing of roofing materials as well as conformance to warranty requirements on a periodic basis.

Unit rates have been included and these same rates will be used if more or less inspection is needed. Based on my assumptions for durations, a total cost of \$95,000 is estimated for the project, excluding the alternates and overtime. Feel free to contact me if you have any questions regarding this quote. Overtime has not been included and time is charged portal to portal.

Yours Very Truly,



Walter H Flood IV, M.S., P.E.  
Project Manager

Accepted:   
Printed Name: Paul G. Grimes  
Title: Village Manager  
Date: 2/29/16

13 January 2016

### Estimated Testing and Inspection Costs

<u>Estimated Inspection Costs</u>	Unit Price	Unit	Quantity	Total
Reinforced Concrete and Soils Inspector, 12 weeks full time	94.00	Hour	480	45,120.00
from 29 Dec for restaurant through 21 Mar for fndn backfill				
Slab on grade inspection - subgrade, bar, concrete, 6 days	94.00	Hour	48	4,512.00
Compressive Strength Specimens, sets of 5 per 100 cy assumed	20.00	Each	350	7,000.00
Floor Flatness Inspection, 3 SOG placements assumed	600.00	Each	3	1,800.00
Pickup and Transportation of Specimens	65.00	Day	62	4,030.00
Troxler Density Gauge	50.00	Day	60	3,000.00
Proctor Maximum Density Curve	185.00	Each	6	1,110.00
Structural Steel and Precast Inspector, 12 weeks, 3 visits per wk	94.00	Hour	216	20,304.00
Ultrasonic Testing Scope	90.00	Day	5	450.00
Masonry Inspection, 2 visits for CMU	94.00	Hour	12	1,128.00
Mortar Specimens, sets of 6	20.00	Each	12	240.00
Grout Specimens, sets of 4	20.00	Each	8	160.00
Mobilization and Mileage	55.00	Day	104	5,720.00
Project Management: 2 hr/40 man hr	135.00	Hour	38	5,130.00
<b>Total Estimated Inspection Costs</b>				<b>94,574.00</b>
Magnetic Particle Equipment	35.00	Day		
Torque Wrench	60.00	Day		
Early or special compressive strength breaks	100.00	Each		
Overtime, 1.35x standard	126.90	Hour		
Project Management, precons and as needed	135.00	Hour		
<b>Alternate: Technician Overtime</b>				
Tech OT, estimated at 15% of total man-hrs (84 total hrs inc.)	10,700.00	Lump	1	10,700.00
<b>Estimated Project Overtime</b>				<b>10,700.00</b>
<b>Alternate: Roofing Inspection</b>				
Roof Inspector, 11 weeks, 20 hrs/week	94.00	Hour	220	20,680.00
Additional PM time at 2hr/40 man hr	135.00	Hour	11	1,485.00
Mobilization and Mileage	55.00	Day	50	2,750.00
<b>Estimated Roofing Inspection Costs</b>				<b>24,915.00</b>



## **TERMS AND CONDITIONS**

### **ACCEPTANCE**

If FLOOD TESTING LABS, INC is given verbal or written notification to proceed, without first receiving a signed copy of this Confirmation and Agreement, it will be mutually understood that Client and FLOOD TESTING LABS, INC will, nonetheless, be contractually bound by this Confirmation and Agreement, even in the absence of written acceptance by Client. A signed copy of this Confirmation and Agreement must be returned to FLOOD TESTING LABS, INC before a written report can be submitted.

### **BILLING**

FLOOD TESTING LABS, INC shall submit invoices monthly for services performed and expenses incurred and not previously billed. Payment is due upon Client's receipt of invoice. For all amounts unpaid after 60 days from the invoice date, as set forth on FLOOD TESTING LABS, INC's invoice form, the Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, eighteen percent (18%) annually.

### **PAYMENT**

The Client's obligation to pay for the services performed by FLOOD TESTING LABS, INC under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reasons, or contingency.

### **SAFETY**

It is understood and agreed that, with respect to Project site health and safety, FLOOD TESTING LABS, INC is responsible solely for the safe performance by its field personnel of their activities in performance of the required services. It is expressly agreed that FLOOD TESTING LABS, INC's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project nor is FLOOD TESTING LABS, INC to review the adequacy of job safety on the Project. It is further understood and agreed, and not in limitation of the foregoing, that FLOOD TESTING LABS, INC shall not be in charge of, and shall have no control or responsibility over any aspect of the erection, construction, or use of any scaffolds, hoists, cranes, stays, ladders, supports, or other similar mechanical contrivances or safety devices as defined and interpreted under any structural work act or other statute, regulation, or ordinance relating in any way to Project safety.

### **SAMPLES AND ACCESS TO WORK**

FLOOD TESTING LABS, INC reserves the right to discard samples immediately after testing. Upon request, the samples will be shipped, (shipping charges collected) or stored at the rate indicated in the Fee Schedule.

Client shall provide, at its expense, facilities and labor necessary to afford FLOOD TESTING LABS, INC field personnel access to sampling, testing, or observation locations in conformance with federal, state, and local laws ordinances, and regulation specifically, including, but not limited to regulations set forth in OSHA 29 CFR 1926.



## **TERMS AND CONDITIONS**

### **STANDARD OF CARE**

FLOOD TESTING LABS, INC represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.

No other warranty of any kind, expressed or implied is extended, made or intended by the rendition of consulting and/or inspection services or by furnishing oral or written reports of the findings.

FLOOD TESTING LABS, INC is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities at the Project site; or supervising, directing, controlling, or otherwise being in charge of the actual work of the contractor, its subcontractors, or other material, men or service providers not engaged by FLOOD TESTING LABS, INC.

### **ALLOCATION OF RISK**

It is agreed that the Client's maximum recovery against FLOOD TESTING LABS, INC for the professional services performed under this agreement, whether in contract, tort, or otherwise, is \$25,000 or the amount of FLOOD TESTING LABS, INC's fee, whichever is greater. It is expressly agreed that the Client's sole and exclusive remedy against FLOOD TESTING LABS, INC for professional services performed under this agreement, whether based in contract, tort, or otherwise, is the award of damages not to exceed the stipulated \$25,000 figure, or the amount of FLOOD TESTING LABS, INC's fee, whichever is greater. In no event shall FLOOD TESTING LABS, INC be liable, whether in contract, tort, or otherwise, for Client's loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

### **SEVERABILITY**

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

### **SURVIVAL**

All obligations arising prior to the termination of this agreement and all provisions of this agreement allocating responsibility or liability between the Client and FLOOD TESTING LABS, INC shall survive the completion of services and the termination of this agreement.

### **ASSIGNS**

Neither the Client nor FLOOD TESTING LABS, INC may delegate, assign, sublet, or transfer its duties, responsibilities, or interests in this Agreement without the written consent of the other party.

# ORLAND TRIANGLE PARKING PROPOSED STAFFING



Anticipated Staffing per 30 November 2015 Schedule

WEEK OF (Monday)	12/21/15	12/28/15	01/04/16	01/11/16	01/18/16	01/25/16	02/01/16	02/08/16	02/15/16	02/22/16	02/29/16	03/07/16	03/14/16	03/21/16	03/28/16	04/04/16	04/11/16	04/18/16	04/25/16	05/02/16	05/09/16	05/16/16	05/23/16	05/30/16	06/06/16	06/13/16	06/20/16	06/27/16	07/04/16	07/11/16	07/18/16	07/25/16	08/01/16	08/08/16	08/15/16	Total	
Work Items from Schedule																																					
Structural Excavation, Rest.	5	1																																			
FPS Spread Footings, Rest.		3	5	5	2																																
Backfill Foundations, Rest.					3	2																															
Place CA-6, Rest.						3																															
Install Steel and Decking, Rest.							5	5	5	5	5	4																									
Site Utilities					5	5	5	5	5	5	5																										
Structural Excavation				3	5	2																															
Aggregate Piers				1	5	4																															
FPS Spread Footings				3	5	5	5	5	5	5	5	5	2																								
Backfill Foundations													3	1																							
Underslab Plumbing																2	5	5	1																		
Underslab Electric																2	5	5	5	1																	
Place CA-6																				4																	
Place Slab on Grade																					5																
Erect and Detail Precast															1	5	5	5	5	5	5	5	5														
Framing and Decking, Stairs																								4	5	5	5	1									
Install CMU																																3	5	2			
Staffing (Days per week)																																					
Full-time work		4	5	5	5	5	5	5	5	5	5	5	5	1																						60	
Part-time work																1	3	4	3	5	5	3	3	3	3	3	3	3				1	1			44	
																																					104

## AFFIDAVIT OF COMPLIANCE

The undersigned Susanne L Flood, as President  
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of Flood Testing Labs, 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. #: 36-2687861  
(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 Illinois 12/30/1969  
(State of Incorporation) (Date of Incorporation)

### 2) 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.

### 3) 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."

4) **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.

5) TAX CERTIFICATION: Yes ☒ No ☐

Proposer 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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposal Summary Sheet, 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:**

Susanne L. Flood  
Signature of Authorized Officer

SUSANNE L. FLOOD  
Name of Authorized Officer

PRESIDENT  
Title

11 FEBRUARY 2016  
Date

Subscribed and Sworn To  
Before Me This 11th Day  
of February, 2016

Eileen Pietrowski  
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

### PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

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

The proposer agrees that if they are the selected vendor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected proposer.

ACCEPTED & AGREED THIS 11 DAY OF FEBRUARY, 2014

Suzanne L. Flood

Signature

SUSANNE L. FLOOD

Printed Name & Title

PRESIDENT

Authorized to execute agreements for:

FLOOD TESTING LABS, INC

Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2016

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 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).

<b>PRODUCER</b> Crissie Insurance Group 1700 Higgins Road Suite 320 Des Plaines IL 60018-4221	<b>CONTACT NAME:</b> John Hunter <b>PHONE (A/C No. Ext.):</b> (847) 296-0655 <b>FAX (A/C No.):</b> (847) 297-7779 <b>E-MAIL ADDRESS:</b> hunterj@crissieins.com																					
<b>INSURED</b> Flood Testing Laboratories, Inc. 1945 E. 87th Street Chicago IL 60617	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Fire Ins of Hartford</td><td>20478</td></tr><tr><td>INSURER B:</td><td>Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER C:</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER D:</td><td>Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER E:</td><td>Essex Insurance Company</td><td>39020</td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Ins of Hartford	20478	INSURER B:	Valley Forge Insurance Company	20508	INSURER C:	Continental Casualty Company	20443	INSURER D:	Admiral Insurance Company	24856	INSURER E:	Essex Insurance Company	39020	INSURER F:		
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INSURER F:																						

**COVERAGES**

CERTIFICATE NUMBER: 2015-2016

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4032580960	6/20/2015	6/20/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			4032580909	6/20/2015	6/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							Underinsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		4032580943	6/20/2015	6/20/2016	EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 6,000,000				
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5099740318	6/20/2015	6/20/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y/N <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below			N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			EO000025899-02	6/20/2015	6/20/2016	Each Aggregate \$2,000,000
E	Pollution Liability			15CPLOW40027	6/20/2015	6/20/2016	Each Aggregate \$2,000,000

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

RE: Main Street Parking Deck.

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are Additional Insured on a primary and non-contributory basis with respect to General Liability per G140331D 01/13 and Auto Liability per CNA63359XX 10/13. Waiver of Subrogation in favor of Additional Insured applies to General Liability per CG2404 05/09 and Workers Compensation per WC000313 04/84. Umbrella follows form.

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony F Crissie/JEH