CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2019-0095 Innoprise Contract #: C19-0058

Year: 2019 Amount: \$35,675.00

Department: Park & Grounds

Contract Type: Purchase of Goods & Services

Contractors Name: CXT Incorporated

Contract Description: Centennial Park Double Vault Concrete Restroom

MAYOR Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue Orland Park, IL 60462 708.403.6100 OrlandPark.org



TRUSTEES

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

May 3, 2019

Mr. Rich Edwards
Territory Sales Manager
(Bristol, WI based)
CXT Incorporated
3808 N. Sullivan Road, Building #7
Spokane, WA 99216

NOTICE TO PROCEED - Centennial Park Double Vault Concrete Restroom

Dear Mr. Edwards:

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 2, 2019.

Please contact Gary Couch at 708-403-6241 regarding this work.

The Village will be processing a Purchase Order for this contract and it will be emailed 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 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) fully executed contract dated April 16, 2019 in an amount not to exceed Thirty Five Thousand Six Hundred Seventy-Five and No/100 (\$35,675.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski

Denia Dona Onle

Purchasing & Contract Administrator

Encl:

CC: Gary Couch

MAYOR Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue Orland Park, IL 60462 708.403.6100 OrlandPark.org



TRUSTEES

Kathleen M. Fenton
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Michael F. Carroll

April 16, 2019

Rich Edwards
Territory Sales Manager
(Bristol, WI Based)
CXT Incorporated
3808 N. Sullivan Road, Building #7
Spokane, WA 99216

NOTICE OF AWARD - Centennial Park Double Vault Concrete Restroom

Dear Mr. Edwards:

This notification is to inform you that on February 18, 2019, the Village of Orland Park Board of Trustees approved awarding CXT Incorporated the contract in accordance with the proposal you submitted dated December 10, 2018 (per Sourcewell), for Centennial Park Double Vault Concrete Restroom for an amount not to exceed Thirty Five Thousand Six Hundred Seventy-Five and No/100 (\$35,675.00) 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 April 30, 2019.

- Attached is the Contract for Centennial Park Double Vault Concrete Restroom. Please sign
 and return directly to me. I will obtain signatures to fully execute the Contract and one fully
 executed Contract will be returned to you.
- Also enclosed are the Certificate 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.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I'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, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Certifications, Insurance Certificate and Endorsements, and completed W-9 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.

Sincerely,

Denise Domalewski

Purchasing & Contract Administrator

in Dama Cinh

cc: Gary Couch





Centennial Park Double Vault Concrete Restroom (Contract for Purchase of Goods and Services)

This Contract is made this 16th day of April, 2019 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and CXT INCORPORATED (hereinafter referred to as the "VENDOR").

WITNESSETH

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

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

The Contract
The Terms and Conditions pertaining to the Contract
The Proposal as it is responsive to the VILLAGE's requirements
Certificate of Compliance
Certificate of Insurance

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

Description	TotalCost
Tioga Special Double Vault Concrete Restroom	\$26,290.00
Optional Wall Texture	\$ 2,255.00
Optional Roof Texture	\$ 925.00
Solar Light Kit	\$ 1,340.00
Solar Fan Kit	\$ 1,290.00
Delivery (estm)	\$ 3,575.00

(Hereinafter referred to as the "GOODS") as further described in the proposal. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The VENDOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK") and further described below:

Installation of the Tioga Special Double Vault Concrete Restroom per the installation instructions

The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS and WORK pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following for performance of the described services and upon acceptance of the GOODS:

TOTAL COST: an amount not to exceed Thirty Five Thousand Six Hundred Seventy-Five and No/100 (\$35,675.00) Dollars

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

<u>SECTION 3: ASSIGNMENT:</u> VENDOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The VENDOR shall deliver the GOODS within twelve (15) weeks of the date of execution of this Contract. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the VENDOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.



This Contract shall terminate upon completion of the WORK or August 15, 2019, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify, defend, and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents,

employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or daim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

VENDOR agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. VENDOR agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

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 any Insurance Certificates required by the VILLAGE in the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: VENDOR 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 seg., and that the VENDOR and its subcontractors and any suppliers 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 The VENDOR shall maintain, and require that its subcontractors and suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors and suppliers 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. VENDOR and all subcontractors and suppliers 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 VENDOR 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 requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:

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

e-mail: ddomalewski@orlandpark.org

To the VENDOR:

Rich Edwards
Territory Sales Manager
(Bristol, WI Based)
CXT Incorporated
3808 N. Sullivan Road, Building #7
Spokane, WA 99216
Toll Free: (800) 696-5766 x3290

Toll Free: (800) 696-5766 x3290 Mobile: (262) 321-1421

e-mail: redwards@lbfoster.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 under the requirements of this Section.

SECTION 8: TERMINATION: This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

SECTION 9: 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 VENDOR'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 VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The VENDOR 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 11: COMPLIANCE: VENDOR 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 12: 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 13: 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 14: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 15: 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.

By:

FOR: THE VILLAGE

Print Name: Joseph S. Lamary=

min Name. 331624 3. Caraca)S

The state of the s

FOR: THE VENDOR

Ву:_____

Print Name:

Its: Ammercia

Date:

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the

GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

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

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.)

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

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

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

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

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

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

CXT INCORPORATED SPOKANE, WASHINGTON

SUGGESTIONS FOR INSTALLATION OF ALL TIOGA MODELS

1.0 MEASUREMENTS

A. Vault (2 each)

Vault Height: 4'4"

Vault Width: 6'6" x 2 units = 13'

Vault Length: 11'11"

Vault Weight: 15,600 lbs. each

B. Building

Floor Dimensions: 0'5" height, 11'11" in width, 14'4" in length Total Building: 9'6" height, 11'11" in width, 16'11" in length

Total Weight: 42,000 lbs.

2.0 <u>INSTALLATION</u>

A. Placement

The floor of the building and the top of the vaults should be the high spot of the site chosen. Finished floor elevation should be 4-6 inches above natural grade measured at the front entrance of the floor. Both the floor and the top of the vault should be above the surrounding ground level with the pathway sloped up to meet the entryway. Ideally, the back of the building should be slightly higher to allow water to freely drain out of the toilet rooms.

B. Excavation, Backfill and Compaction

The hole dug to accommodate the vaults must be large enough to be workable and to allow the floor to the building to fit on the vaults when placed, but small enough to avoid excessive backfill after placement (use your own judgement). Compact the natural ground at the bottom of the vault excavation with a minimum of three passes with a whacker-type mechanical compactor or equivalent approved by the customer. Install aggregate bedding material for building support. Compact aggregate

B. Excavation, Backfill and Compaction (continued)

Installation-Tiogs I DocS.11
Rev.1

course with two passes with a whacker-type mechanical tamper or equivalent approved by the customer. Install leveling course of sand so there will be no high spots in the middle of the vault bottom. Set vaults in place. Ideally, the containment area end of the vault should be slightly higher; 'A'' per foot of run to allow the building to sit higher. Insure vaults are level; front to back, side to side and vault to vault. Backfill around the structure. Use excavated material for backfill, rocks larger than 6-inches in maximum dimension shall not be placed within 6-inches of the exterior vault walls. Fill, adjacent to the building entry will have excavated material placed in 8-inch loose lifts and compacted with a minimum of two passes with a whacker-type mechanical compactor or equivalent approved by customer. After the vaults are placed in the hole and backfilled, place the butyl tape supplied around the entire top surface of the vaults. Make sure that the area is free of debris.

C. Other Important Points

- Southern exposure for the vent stack is ideal, as this allows for heating of the vent stack. Heating of the vent stack aids in the venting of the building. Whenever possible, the placement of the building should be chosen with this in mind.
- 2. Aggregate bedding material provides a solid base for the vault.
- 3. Sand is preferable for use in leveling the bottom of the hole excavated for the vault, as it is easier to level.
- Use of softeners when lifting the building is critical to prevent spawling to the roof of the building, if nylon leads are not available.
- 5. When lining up the vault and the floor of the building, lining up the rear corners of the vault (the containment portion) and floor (by the clean-out and vent stack) is the easiest and best way to set the building. The screen section and sidewalks will overhang the vault by several inches.
- 6. Important: Check the seal of the containment portion of the vault by getting into the vault through the clean-out cover in the back of the building after building placement. There should be no light leaking through, with the exception of the riser and vent stack holes.
- 7. Use the caulk provided to seal around the riser and vent stack where it joins the floor and roof panels. When sealing the vent stack, be sure to put a bead of caulk in the floor vent hole, insert vent stack, then caulk around vent stack.

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D. Recommended Lifting Equipment

CXT can provide a drawing of the recommended lifting/rigging arrangement. Four lifting plates and four 1/2" coil bolts 6-inch long for the building can be provided for a refundable deposit of \$1,000.00.

- 1. Crane of appropriate capacity to lift and place vault (15,000 lbs.) and building (42,000 lbs.) onto designated site.
- 2. Four equal lengths of cable or nylon leads for a minimum of 25'0 feet.
- Four lifting plates (CXT can provide). 3.
- 4. Four softeners (wood or plastic) to protect roof edge where leads make contact if cable is used.
- Four '4" coil bolts 6-inches long (CXT can provide). 5.
- 6. One spreader bar 18'6".

TIOGA SPECIAL



Tioga Special double vault. Standard features include two ABS lined concrete vaults, barnwood textured walls, cedar shake textured roof, off loaded and set up at site.

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Installation				\$	3.280.00			0.00
Chase Option				5	2,000.00			0 00
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Optional Roof Texture the	omenne 🗾 De	elta Rib		\$	925.00			925 00
R-19 Roof Insulation				S	865,00	, \square		0.00
Room Wastebasket				\$	120.00			0′00
Owl Guard (each)			Qty: 2	\$	34.50			0 00
Hand Sanitizer				\$	70.00			0 00
Marine Package for Extra	Corrosion Re	sistance		\$	4,200.00			0 00
Solar Light Kit				\$	1,340.00	1		1,340.00
Solat Fan Kit				\$	1,290.00	1		1,290.00
Conduit Junction Box (cl	hase only)			5	200.00			0.00
Electric Light Package (cl	hase only)			5	5,650.00			0.00
Paint Touch-up Kit - Sing	jle Color			\$	55.00			0.00
Paint Touch-up Kit -Two	Tone Color			\$	61.00			0.00
		Total Cost of Selected Access	ories from Accessor	ies Price List:			\$	5,810.00
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The undersigned Rich Edwards , as North Central Sales Magr
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)
and on behalf of <u>CXT, Tuc.</u> , certifies that: (Enter Name of Business Organization)
1) BUSINESS ORGANIZATION:
The Proposer is authorized to do business in Illinois: Yes [x] No []
Federal Employer I.D.#: 91-1498605 (or Social Security # if a sols proprietor or individual)
The form of business organization of the Proposer is (check one):
Sole Proprietor Independent Contractor (Individual) Partnership LLC
LLC Corporation (State of Incorporation) LLC (Date 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; (III) 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: (1) 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 [X] No []

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Rich Edwards
Name of Authorized Officer

North Central Sales Wyr Title

04/30/19
Date



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/Vendor 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.

Proposer agrees that prior to any commencement of work to 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 contractor.

ACCEPTED & AGREED TH		,	, 20 <u>/9</u>	
Signature Sigh Edwards Printed Name & Title	North Cantral	Authorized to exe	ecute agreements fo	or:
Printed Name & Title	SOLES PAGE	Name of Compo	any .	-



CERTIFICATE OF LIABILITY INSURANCE

O5/02/2019

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

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

_ t	his certificate does not confer rights to	the o	cert	ificate holder in lieu of si		dorsement(s	s).	-		
PRODUCER Marsh USA Inc.			CONTACT NAME;							
5	Six PPG Place, Suite 400			PHONE (A/C, No	o, Ext);		FAX (A/C, No):			
Pittsburgh, PA 15222 Pittsburgh.certrequest@marsh.com			E-MAIL ADDRE	SS:			_			
	Masa, grissi woquosi (grinzi ari. ssini					INS	SURER(S) AFFOR	DING COVERAGE		NAIC#
\vdash	102144875-STND-GUW-19-20 CXT				INSURE	R A : Aspen Spe	cralty insurance (Company		10717
INS	URED B. Foster Company				INSURE	RB; American (Guarantee & Líabi	lity Ins Co		26247
	CXT incorporated; L. B. Foster Rail Technologies, Inc.				INSURE	R C : Sentry Cas	ualty Company			28460
	B. Foster Protective Coatings, Inc.; Salient Systems, Carr Concrete, a division of CXT Incorporated	inc.;			INSURE	RD:				
	115 Holiday Orive Pittsburgh, PA 15220				INSURE	RE:				
					INSURE					
	IVERAGES CERTIFY THAT THE POLICIES			NUMBER:		-006429429-01		REVISION NUMBER: 2	IE DOI	IOV DEDIOD
II C	NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F	QUIRE PERTA	MEI IN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF AN'	Y CONTRACT THE POLICIE	OR OTHER I	OCUMENT WITH RESPEC	T TO	WHICH THIS
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							}	, , , , , , , , , , , , , , , , , , , ,	\$	1,000,000
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	X POLICY X PRO- LOC								\$ \$	2,000,000
	OTHER.								s S	10,000,000
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	OWNED SCHEDULED AUTOS ONLY AUTOS				ĺ			BODILY INJURY (Per accident) \$		
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	s	
	ASTOS GNET								\$	
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	EXCESS LIAB CLAIMS-MADE								\$	10,000,000
	DED RETENTIONS								\$	
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-14714-01 (AOS)			01/01/2020	X PER OTH-		
C	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A		90-14714-02 (MA, OR, WI)		01/01/2019	01/01/2020	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory In NH)			incl. Stop Gap Employers Liability				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			for OH, ND, WA, WY & Canadian	Prov.			E L. DISEASE - POLICY LIMIT	\$	1,000,000
					i					
Villa exist	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL ge of Orland Park is/are included as Additional Insured ing insurance and limited to liability arising out of the op lility policy contains a Separation of Insureds provision.	under tr	ne Ge	neral Liability where required by wr	itten contr	ract. This insuran	ice (excluding Wo	kers' Compensation) is primary and	d non-co ritten cor	ntributory over any intract. The Genera
CF	RTIFICATE HOLDER				CANO	ELLATION				
V 1	illage of Orland Park 4700 S Ravinia Ave briand Park, IL 60462				SHO THE	ULD ANY OF	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.		
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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2019

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

	license # 60226	o the	cen	mcate noider in lieu of St						
	PRODUCER License # 60236			CONTACT Patty Jordan						
HDH Group Inc 210 Sixth Avenue, 30th Floor			PHONE (A/C, No, Ext): (412) 391-7300 FAX A/C, No: (412) 391-7322							
	sburgh, PA 15222				ADDRE	_{ss:} info@hd	hgroup.co	m		
						INS	SURER(S) AFFO	RDING COVERAGE		NAIC #
	,				INSURE	RA:Liberty	Mutual Fire	e Insurance Company		23035
INSURED			INSURE	RB:						
	CXT Incorporated				INSURE	RC:				
	415 Holiday Drive				INSURE					
	Pittsburgh, PA 15220				INSURE			-		
					INSURE					-
co	VERAGES CER	TIEIC	^ A T E	 NUMBER;	INSURE	Kr.		REVISION NUMBER:		
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	OTHER:								s	
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	X ANY AUTO			AS2-641-443762-019		1/1/2019	1/1/2020	BODILY (NJURY (Per person)	s	
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	X HIRED ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONET							(F G) accident)		
	UMBRELLA LIAB OCCUR	i i						EACH OCCURRENCE	-	_
	EXCESS LIAB CLAIMS-MADE						l		<u>.\$</u>	
	DED RETENTION \$							AGGREGATE	3	
							!	PER OTH-	<u></u>	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	S	_
	If yes, describe under				,			E.L. DISEASE - EA EMPLOYEE	\$	
^	DESCRIPTION OF OPERATIONS below Commercial Property			YU2-L4L-443762-029		1/1/2019	1/1/2020	E.L DISEASE - POLICY LIMIT	S	247 642 420
Α	Commercial Property			102-L4L-443/62-025		1/1/2019	1/1/2020	Blanket Property		247,612,129
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC									
	ge of Orland Park is named additional i Liability in favor of Village of Orland P		a, or	a primary and non-contri	butory	basis, on the	auto liability	. A waiver of subrogation	n is pro	vided on the
CF	RTIFICATE HOLDER				CANC	ELLATION				
	Village of Orland Park 14700 S. Ravinia Avenue				THE	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.		
	Orland Park, IL 60462				AUTHO	RIZED REPRESE	NTATIVE			
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AGENCY CUSTOMER ID: LBFOSTE-01

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	License # 60236	
HDH Group inc		CXT Incorporated 415 Holiday Drive
POLICY NUMBER		Pittsburgh, PA 15220
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds:

CXT Inc.

L.B. Foster Rail Technologies, Inc. L. B. Foster Protective Coatings, Inc. Chemtec Energy Services, LLC IOS / PCI, LLC

Canadian Property

Loc 1 - 350 Boul. Industriel, Saint-Jean Richelieu, QC

Bldg: \$3,040,953 BPP: \$6,578,804

Loc 2 - 172 Boul. Brunswick, Pointe-Claire, QC

BPP: \$598,528

Loc 3 - 4041 Remi Place, Burnaby, BC

BPP: \$4,714,918