# Clerk's Contract and Agreement Cover Page

Year:

2009

Legistar File ID#: 2008-0674

Multi Year:

Amount

\$12,206.38

**Contract Type:** 

Small Construction/Inst

Contractor's Name:

Artlow Systems, Inc.

Contractor's AKA:

**Execution Date:** 

11/5/2008

Termination Date:

5/10/2009

Renewal Date:

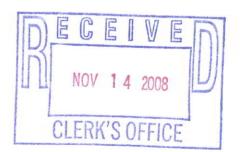
Department:

Parks & Building Maintenance

**Originating Person:** 

Frank Stec

Contract Description: Centennial Pool Locker Room Resinous Flooring



## MAYOR Daniel J. McLaughlin

VILLAGE CLERK David P. Maher

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



VILLAGE HALL

**TRUSTEES** Bernard A. Murphy Kathleen M. Fenton Brad S. O'Halloran James V. Dodge Edward G. Schussler III Patricia Gira

November 14, 2008

Mr. Randall Richter Artlow Systems, Inc. 170 S. Gray Avenue Carol Stream, Illinois 60188

RE: NOTICE TO PROCEED

Centennial Pool Locker Room Resinous Flooring

Dear Mr. Richter:

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.

Please contact Frank Stec at 708-403-6139 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 November 5, 2008 in an amount not to exceed Twelve Thousand Two Hundred Six and 38/100 (\$12,206.38) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski Contract Administrator

senes or

cc:

Frank Stec Judy Konow

#### VILLAGE OF ORLAND PARK

Centennial Pool Locker Room Resinous Flooring (Contract for Small Construction or Installation Project)

This Contract is made this **5th day of November**, **2008** by and between the <u>Village of Orland Park</u> (hereinafter referred to as the "VILLAGE") and <u>Artlow Systems</u>, <u>Inc.</u> (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 VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- o The Invitation to Bid on September 9, 2008
- The Instructions to the Bidders

The Bid Proposal as it is responsive to the VILLAGE's bid requirements All Certifications required by the VILLAGE Certificates of Insurance

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

Install a Resinous Flooring in Centennial Pool Men's, Women's and Family Changing Rooms. Floor shall be installed to manufacture specifications. Color shall match Sherwin-Williams Ceramic Carpet #400 Color Glacier. Installation shall comply with bid specifications

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) 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:

# TOTAL: Twelve Thousand Two Hundred Six and 38/100 (\$12,206.38) 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> 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 on or before May 10, 2009, (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 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: 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@orland-park.il.us

To the CONTRACTOR:

Randall S. Richter Artlow Systems, Inc. 170 S. Gray Avenue Carol Stream, IL 60188 Telephone: 630-653-8111

Facsimile: 630-653-8171 e-mail: bsimpson@artlow.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.

<u>SECTION 8: LAW AND VENUE:</u> The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 9: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 10: 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:                        | Ву: 7-112-                     |
| Print name: Pave G. GRIMES | Print name: RANDALL S. RICHTER |
| Its: Village Manager       | Its: PRESIDENT                 |
| Date: 11/12/08             | Date:11/6/2008                 |

#### VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and Artlow Systems, Inc. (the "CONTRACTOR") for Centennial Pool Locker Room Resinous Flooring (the "WORK") dated November 5, 2008 (the "CONTRACT").

#### ARTICLE 1: DUTIES OF THE PARTIES

#### 1.1 VILLAGE'S RIGHTS AND DUTIES

- 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, regulations and all case law pertaining to the performance 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 sea.) Neither the Contractor nor its Subcontractors shall 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 workers to be employed in 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 The Project Manual dated September 9,2008 which includes
    - Instructions to the Bidders
    - Invitation to Bid
    - Specifications and Drawings, if any
  - .5 Accepted Bid Proposal as it conforms to the bid requirements
  - .6 Addenda, if any

- .7 Required Certificates of Insurance
- .8 Required Certifications
- .9 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 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.
- 3.4 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 Subsubcontractors.

#### 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.

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- 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 coverages 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 coverages afforded under the Contractor's General Liability insurance policies shall be primary and noncontributory 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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. 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.

\$1,000,000 Each Occurrence - Combined Single Limit \$2,000,000 Aggregate - Completed Operations \$2,000,000 Each Occurrence - Blanket Contractual Liability

.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 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

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.

# **BIDDER SUMMARY SHEET**

# Centennial Pool Locker Room Resinous Flooring Project Name

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

| Firm Name:ARTLOW SYSTEMS, INC.                        |
|---|
|   |
| Address:170 S. GARY AVENUE                            |
| City, State, Zip Code: CAROL STREAM, IL 60188         |
| Contact Person: BRIAN SIMPSON                         |
| FEIN #:36-2756469                                     |
| Phone: (630) 653-8111 Fax: (630) 653-8171             |
| E-mail Address:bsimpson@artlow.com                    |
|   |
| Signature of Authorized Signee:                       |
| RANDALL S. RICHTER                                    |
| Title: PRESIDENT Date: SEPTEMBER 26, 2008             |
|   |
|   |
|   |
| H - 68  |
| TOTAL BID PRICE: \$ 5,710.63 \$ 12206.38 per proposed |



G) ALTERNATE: FOR CHANGING ROOMS A,B, & C:

H)

I)

360 SQ FT @ \$5.88 PER FT =

150 LIN FT OF COVE @ \$9.31 PER LN FT =

170 S. Gary Avenue, Carol Stream, IL 60188, 1(800)5-ARTLOW, (630)653-8111, Fax (630)653-8171

"The Professional Concrete Protectors" ... Serving the Nation Since 1963

# **PROPOSAL**

Proposal ID: 9529
Proposal Date: 9/24/2008

\$2,116.30

\$1,396.50

Sooner or Later You'll Use ARTLOW SYSTEMS ... A Union Contractor **Customer ID:** 3393 Men's & Women's Locker Rooms Re: Village of Orland Park Company: Resinous Flooring quote plus Alternate Office of the Village Clerk Attn: Address: 14700 S. Ravinia Avenue Orland Park IL 60462

We respectfully submit herewith our proposal for furnishing all labor, equipment, and material for... **PREPARATION** COATING / SEEDED SYSTEM / OVERLAYMENT Scrape Pressure Wash Primer **Spot Grind** " depth Docks **Overlay System Machine Sweep** ✓ Hand Sweep Wall(s)/Ceiling(s) By: ✓ Decorative Quartz System **Hand Scrub Machine Scrub** ✓ Shotblast By: Tnemec Company Strip with Arstrip to remove: Grit Screen **Single Seeded** ✓ Double Seeded **Painted Lines** Glue Sand Deco-Tread Series 222 **Old Coating** Latex Solvent Tack Clear CRU Series 295 Topcoat Mastic Tile Removal Strip with Arsolve to remove: Saw Cut Keyway(s) **Rubber Marks Curing Agent** Clear Scarify Acid Etch Normal Mild Scabble ✓ Color Of Choice see (B) below Scrub with Ardition ✓ Hand Apply Coats Rinse with Clear Water Spray Coats **Anti-Slip Between Coats Minimum Days Days Required Before Coating** \$10,090.08 A) Prep/Misc/Coating (per above): 1716 sq ft @ \$5.880 per sq ft B) Color - Add'l per sq ft (per above) sq ft @ per sq ft C) V Cove Chamfer 505 lin ft @ \$9.310 per lin ft \$4,701.55 D) 4" Lines Sprayed **Hand Applied** lin ft @ per lin ft " depth @ E) sq ft @ per sq ft F) Undersealing lin ft @ per lin ft Fly Ash / Portland Cement Mix @ Labor per bag per hr / per man

# **BUSINESS ORGANIZATION:**

| Sole Proprietor: An individual whose   | e signature is affixed to this bid.  |
|--|--|
|  | e full names, titles and address of all responsible ownership and a copy of partnership agreement. |
| Corporation: State of incorporation:  Provide a disclosure of all officers and prin incorporation and indicate if the corporation is | cipals by name and business address, date of   |
| In submitting this bid, it is understood that the any or all bids, to accept an alternate bid, and                                   | Village of Orland Park reserves the right to reject to waive any informalities in any bid.         |
| In compliance with your Invitation to Bid, and offers and agrees, if this bid is accepted, to fur                                    | subject to all conditions thereof, the undersigned rnish the services as outlined.                 |
| ARTLOW SYSTEMS, INC. Business Name   | (Corporate Seal)   |
| Signature  | RANDALL S. RICHTER Print or type name  |
| PRESIDENT Title  | SEPTEMBER 26, 2008  Date   |
| 1140   |  |

# CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

| INIT OR IAIT. ITIIO OLIVIII IOATION MOOT DE EXECUTE | IMPORTANT: | THIS CERTIFI | CATION M | UST BE | <b>EXECUTE</b> |
|---|------------|--------------|----------|--------|----------------|
|---|------------|--------------|----------|--------|----------------|

| I, RANDALI                                | S. RICHTER  |                                     | , being fir            | st duly sworn certify  |
|---|---|-------------------------------------|------------------------|------------------------|
| and say that I am _                       |   | ;" "partner," "pre                  | sident," or other pro  | pper title)            |
| contracting with an<br>33E-3, or 33E-4 of | TEMS, INC.  Iting this proposal,  by unit of state or loc  f the Illinois Criminal  te or of the United S | al government as<br>Code, or of any | s a result of a violat | tion of either Section |
|   | S   | Signature of Person                 | /RANDALL S.            |                        |

Notary Public

"OFFICIAL SEAL"

KATHY R. CHEVALIER

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 07/09/2010

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- **A**. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- **B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- **C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- **D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- **E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor 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 Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

#### **ACKNOWLEDGED AND AGREED TO:**

BY: RANDALL S. RICHTER

ATTEST:

DATE: SEPTEMBER 26, 2008

# CERTIFICATION OF COMPLIANCE WITH THE ILLINOIS PREVAILING WAGE ACT (820 ILCS 130/0.01, et seq.)

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned 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 and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/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 filling false records is a Class B Misdemeanor.

Contractor:

/RANDALL S. RICHTER
(Authorized Officer)

Subscribed and Sworn to before me this All day of September , 2008

Notary Public

"OFFICIAL SEAL"
KATHY R. CHEVALIER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/09/2010

# VILLAGE OF ORLAND PARK CONTRACTOR'S CERTIFICATION SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE

| RANDALL S. RICHTER, having been first duly sworn deposes and states as follows:  |
|--|
| (Officer or Owner of Company)  |
| ARTLOW SYSTEMS, INC. , having submitted a proposal for:  (Name of Company)   |
| CENTENNIAL POOL LOCKER ROOM RESINOUS FLOORING  |
| (PROJECT)  |
| to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:   |
| <ol> <li>has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-<br/>105(A)(4).</li> </ol>   |
| <ul> <li>2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if: <ul> <li>a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or</li> <li>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.</li> </ul> </li> </ul> |
| 3. is in full compliance with the Federal Highway Administration Rules on Controlle Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and the ALL EMPLOYEE DRIVERS is/are currently participating (Name of employee/driver or "all employee drivers")  |
| in a drug and alcohol testing program pursuant to the aforementioned rules.  X 4A. has in place a written program which meets or exceeds the program requirements of the   |
| Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and ha provided a written copy thereof to the Village of Orland Park; or   |
| 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).  |
| (Check either 4A or 4B, depending upon which certification is correct.)  |
| By: Officer or Owner of Company named above  |
| Officer of Owner of Company named above  |
| Subscribed and sworn to  |
| Day of November, 2008.   |
| Day 01   |
| Hocky R Chevalier  |
| Notary Public  |

iManage:207041\_1

"OFFICIAL SEAL"
KATHY R. CHEVALIER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/09/2010

# APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

| and state as follows:   | Ι,     | N/A TO ARTLOW SYSTEMS, INC.                 | having been first duly sworn depose  |
|---|--------|---|--|
| agent for   | and st | tate as follows:                            |  |
| submitted a bid to the Village of Orland Park for  and I hereby certify  (Name of Project)  |        | <u>I,</u>                                   | am the duly authorized   |
| and I hereby certify  (Name of Project)   |        | agent for                                   | , which has  |
| (Name of Project)   |        | submitted a bid to the Village of Orland    | Park for   |
| that  |        |   | and I hereby certify   |
| (Name of Company)   |        | that(Name of Company)                       | and the second of the second o |
| participates in apprenticeship and training programs approved and registered wi<br>the United States Department of Labor Bureau of Apprenticeship and Training. |        | participates in apprenticeship and training | ng programs approved and registered with   |
| Ву:   |        |   |  |
| Title:  |        | Tit   | tle:   |
| Subscribed and Sworn to Before me this Day of, 20   |        |   |  |
| Notary Public   |        | Notary Public                               |  |

# **REFERENCES**

| (Please type)     |            |         |       |      |           |   |
|-------------------|------------|---------|-------|------|-----------|---|
| ORGANIZATION      | PLEASE     | SEE THE | TWO S | SETS | ATTACHED. |   |
| ADDRESS           |            |         |       |      |           |   |
| CITY, STATE, ZIP  |            |         |       |      |           |   |
| PHONE NUMBER      |            |         |       |      |           |   |
|                   |            |         |       |      |           |   |
|                   |            |         |       |      |           |   |
| ORGANIZATION _    |            |         |       |      |           |   |
| ADDRESS           |            |         |       |      |           |   |
| CITY, STATE, ZIP  |            |         |       |      |           |   |
| PHONE NUMBER      |            |         |       |      |           |   |
|                   |            |         |       |      |           |   |
|                   |            |         |       |      |           |   |
| ORGANIZATION _    |            |         |       |      |           |   |
| ADDDECC           |            |         |       |      |           |   |
| CITY, STATE, ZIP  |            |         |       |      |           |   |
|                   |            |         |       |      |           |   |
| CONTACT PERSON    |            |         |       |      |           |   |
|                   |            |         |       |      | ·         |   |
|                   |            |         | NC.   |      |           | _ |
| Signature & Date: | RANDALI. S | RICHTE  | R. PR | ESTD | ENT       | _ |



September 26, 2008

# References of General Polymers Quartz installed by Artlow Systems, Inc. in Bathrooms and locker rooms

Orland Park FPD #1 9788 W. 151st Street

Orland Park FPD #2 15100 S. 8<sup>th</sup> Avenue

Orland Park FPD #3 151st & Wolf

Orland Park FPD #4 106565 94<sup>th</sup> Avenue

Orland Park Maint. 10730 163<sup>rd</sup> Place

Tablecraft (Done directly) 801 Lakeside Drive Gurnee, IL

Wheaton South High School (Done for Bovis Lend Lease) 1993 Tigers Trail Drive Wheaton, IL

Madrona School (Done for Libertyville Tile) 400 Townline Rd Round Lake, IL

Olson School-Woodstock School District (For IHC Construction) 720 W. Judd Woodstock, IL Speed School (Done for Chicago Heights Construction) 1125 Division Street Chicago Heights, IL

Hoover-Schrum Memorial Jr. High School (Done for FH Paschen) 485 165<sup>th</sup> Street Calumet City, IL

Lake Ridge Middle School (Done for R. A. Snemis) 3604 W. 41<sup>st</sup> Ave. Gary, IN

Thornton Fractional Township High School (Done for Henry Bros.) 18500 Burnham Ave. Lansing, IL

| Fire Department                             | Adross                              | , 4i C         | TO |                   | -                         |               |                  |                          |
|---|-------------------------------------|----------------|----|-------------------|---------------------------|---------------|------------------|--------------------------|
| And Air | 7070                                | City           | 0  |                   |                           | Color         | Date Inst        | Date Inst   Manufacturer |
| 128th Air National Guard                    | 1919 E. Grange                      | Milwaukee      | ⋝  | Edward Trump      | 414-944-8203              | Charcoal      | 2004 Nov GP      | GP                       |
| Addison FPD                                 | 666 Vista                           | Addison        | ᆜ  | Leigh Fabbri      | 630-628-3100 C            | Granite       | 1998 Nov Valspar | /alspar                  |
| Addison FPD #3                              | 100 S. Rohlwing Rd                  | Addison        | _  | Leigh Fabbri      | 630-628-3100 G            | Granite       | 2002 Jul         | Valspar                  |
| Algonquin Lake-In-The Hills                 | 1691 Cumberland                     | Algonquin      | ᆜ  | Steve Guestschow  | 847-658-8233              | Slate         |                  | /alspar                  |
| Algonquin Lake-In-The Hills                 | 1020 W. Algonquin Rd                | Algonquin      | =  | Steve Guestschow  | 847-658-8233              | Granite       | 2003 May (       | GP                       |
| Algonquin Satellite Station                 | 2440 Harnish Dr                     | Algonquin      | =  | Steve Guestschow  | 847-658-8233              | Granite       | 2003 May (       | GP                       |
| Arlington Heights FD #1                     | 33 S. Arlington Hts Rd              | Arlington Hts  | _  | Glenn Ericksen    | 847-368-5450 C            | Q211          |                  | Themec                   |
| Arlington Heights FD #3                     | 2000 S. Arlington Hts               | Arlington Hts  | =  | Glenn Ericksen    | 847-368-5450 S            | Slate         |                  | /alspar                  |
| Arlington Heights FD #4                     | 3030 N. Arlington Hts               | Arlington Hts  | _  | Glenn Ericksen    | 847-368-5450 S            | Slate         | 2003 Nov (       | GP GP                    |
| Arlington Heights Hdq                       | 1150 N. Arlington Hts               | Arlington Hts  | _  | Glenn Ericksen    | 847-368-5450 <sub>S</sub> | Slate         |                  | Valspar                  |
| Barrington FD                               | 121 W. Station St                   | Barrington     | _  | Jim Arie          | 847-381-2141 G            | Granite       |                  | GP                       |
| Bartlett FPD                                | 234 N. Oak St                       | Bartlett       | _  | Kevin Heine       | 630-837-3701 G            | Granite       | 1998 Aug \       | Valspar                  |
| Bartlett FPD #2                             | 501 Struckman Blvd                  | Bartlett       | =  | Kevin Heine       | 630-837-3701 G            | Granite       |                  | Valspar                  |
| Batavia FD                                  | 1400 Main St                        | Batavia        | =  | William J. Darin  | 630-879-1404 G            | Granite       |                  | GP                       |
|   | 800 E. Wilson St                    | Batavia        | =  | William J. Darin  | 630-879-1401 G            | Granite       |                  | GP                       |
|   | 6820 S. Archer Ave                  | Bedford Park   | =  | Sean Maloy        |                           | Canada Brown  |                  | Valspar                  |
| D #3  | 6799 73rd St                        | Bedford Park   | 1  | Sean Maloy        | 708-563-4513 Q            | Q112          | 2007 Apr 7       | Themec                   |
|   | 500 S. York Rd                      | Bensenville    | _  | Mike Spain        | 630-350-3441 G            | Granite       |                  | /alspar                  |
|   | 179 S. Bloomingdale Rd Bloomingdale | l Bloomingdale | _  | David Christensen | 630-894-8488 G            | Granite       | 2000 May Valspar | alspar                   |
| PD #3                                       | 246 S. Gary Ave                     | Bloomingdale   | _  | Mike McNarmara    | 630-894-9080 A            | Awarded       | 2007 Aug T       | Tnemec                   |
| Bolingbrook FD                              | 460 E. Briarcliff                   | Bolingbrook    | ᆜ  | Steven Shanks     | 630-226-8540 G            | Granite       |                  | GP                       |
| Bourbonnais FD                              | 1080 Armour Rd                      | Bourbonnais    | =  | Ed St. Louis      | 815-935-9670 G            | Granite       | 2002 Sep V       | Sep Valspar              |
|   | 7500 W. Oketo                       | Bridgeview     | =  | Terry Lipinski    | 708-924-8202 S            | Sedona Red    | 2002 Jun V       | Valspar                  |
| 4000  | 2101 McHugh Rd                      | Yorkville      | =  | Mike Hitzemann    | 630-553-6186 Q            | Q28-16        | 2005 Oct E       | Dur-A-Flex               |
| 0 #3  | Galena & Rosenwinkle                | Yorkville      | =  | Mike Hitzemann    | 630-553-6186 A            | Awarded       |                  | Tnemec                   |
|   | 505 W. Dundee Rd                    | Buffalo Grove  | =  | Timothy Sashko    | 847-537-0995 G            | Granite       | 2001 Aug Valspar | alspar                   |
| Buffalo Grove #26                           | 109 E. Deerfield Pky                | Buffalo Grove  | _  | Timothy Sashko    | 847-537-0995 G            | Granite       | 2001 Jul V       | Valspar                  |
| rove #27                                    | 100 Half Day Rd                     | Buffalo Grove  | _  | Timothy Sashko    | 847-537-0995 G            | Granite       | 2001 Jul V       | Valspar                  |
|   | 232 W. Second St                    | Byron          | ᆜ  | Michael Lewis     | 815-234-4911 S            | Sedona Red    | 2000 Sep V       | Valspar                  |
| 200   | Schmale/St. Charles                 | Carol Stream   | _  | Mark Bodane       | 630-668-4836 G            |               | - In             | Valspar                  |
| 1.4-  | 1045 Lies Road                      | Carol Stream   | _  | Mark Bodane       | 630-668-4836 sp           | special blend |                  | Dur-A-Flex               |
| Carol Stream FPD Hdq                        | 365 Kuhn Rd                         | Carol Stream   | ᆜ  | Mark Bodane       | 630-668-4836 G            | Granite       | 0                | Valspar                  |
| Cary FPD                                    | 400 Cary-Algonquin Rd               | Cary           | =  | Jeff F. Macko     | 847-639-2121 G            |               | 2000 Oct V       | Valspar                  |
|   |                                     |                |    |                   |                           |               |                  |                          |

| Fire Department                           | Address                | City            | ST                   | Contact         | Telephone Color             | Date Inst Manufacturer | anifacturar |
|---|------------------------|-----------------|----------------------|-----------------|-----------------------------|------------------------|-------------|
| Central Stickney                          | 4951 S. Lotus Ave      | Chicago         | =                    | Patrick Hansen  | 8 Q28-                      | 2005 Jun Dur-A-Flex    | -A-Flex     |
| Channahon FD                              | 24929 S. Center St     | Channahon       |                      | Dave Riddle     | 815-467-6767 Desert Sand    | 2002 Jul Vals          | Valspar     |
| Chicago Air/Sea/Rescue                    | 95th St/Calumet Pk     | Chicago         | =                    | Larry Matkaitis | 312-747-7802 Salt & Pepper  | 2002 Apr               |             |
| Chicago Engine Co #110                    | 2322 W. Foster Ave     | Chicago         | _                    | Larry Matkaitis | 312-747-7802 Special        | 2004 Jun               | Valspar     |
| Chicago Engine Co #125                    | 2323 Natchez           | Chicago         | 1                    | Larry Matkaitis | 312-747-7802 Canada Brown   | 2003 Oct               | Valspar     |
| Chicago Engine Co #5                      | 324 S. Des Plaines Ave | Chicago         |                      | Larry Matkaitis | 312-747-7802 Granite        | 2004 Dec Dur           | Dur-A-Flex  |
| Chicago Engine Co #78                     | Sheffield/Waveland     | Chicago         | <b>⊣</b>             | Larry Matkaitis | 312-747-7802 Mendocina      | 2003 Jan Valspar       | spar        |
| Chicago Engine Co #82                     | 816 E. 91st St         | Chicago         | <b>_</b><br><b>=</b> | Larry Matkaitis | 312-747-7802 Canada Brown   | 2004 Jul               | spar        |
| Chicago Engine Co #98                     | 202 Chicago Ave        | Chicago         | _<br>                | Larry Matkaitis | 312-747-7802 Granite        | 2002 Sep               | spar        |
| Clarendon Hills FD                        | 316 Park Ave           | Clarendon Hills | B<br>                | Brian Leahy     | 630-654-1414 Granite        | 2001 Aug GP            |             |
| Coal Valley FPD                           | 103 W. 18th Ave        | Coal City       |                      | Dave Dunham     | 309-949-3092 Q109           |                        | Tnemec      |
| Countryside FPD #1                        | 26813 N. Midlothian Rd | Mundelein       | آ<br>ا               | Jeff Steingart  | Q204                        |                        | Tnemec      |
| Crystal Lake FD                           | 100 W. Woodstock       | Crystal Lake    | 7                    | James Moore     | 815-356-3640 Light Brown    | 2004 Jun Dur-          | Dur-A-Flex  |
| Crystal Lake FD #3                        | 844 Virginia           | Crystal Lake    | <u>ا</u>             | Paul DeRaedt    | 815-356-3640 Q111           | Dec                    | Tnemec      |
| Crystal Lake FD #4                        | 8705 Bard              | Crystal Lake    | _<br>                | Paul DeRaedt    | 815-356-3640 Q111           | 2006 Dec Tne           | Tnemec      |
| Darien-Woodridge FPD                      | -                      | Darien          | <u> </u>             | Bob Tinucci     | 630-910-2200 Canada Brown   | 1998 Sep               | par         |
| Deerfield-Bannockburn FPD                 | 1935 Half Day Rd       | Deerfiled       | 7                    | James Quinn     | 847-945-4066 Gray           | 1998 May               | par         |
| Deerrield-Bannockburn FPD 500 Waukegan Rd | 500 Waukegan Rd        | Deerfiled       | ا<br>ا               | James Quinn     | 847-945-4066 Gray           | 1997 Oct Valspar       | par         |
| Des Plaines FD #1                         | 405 S. River Rd        | Des Plaines     | <u> </u>             | Don Schulman    | 847-391-5337 Taco Red       |                        | Dur-A-Flex  |
| Des Plaines FD #2                         | 1313 E. Oakton St      | Des Plaines     |                      | Don Schulman    | 847-391-5337 Blue Stone     |                        | Dur-A-Flex  |
| Des Plaines FD #3                         | 130 E. Thatcher Ave    | Des Plaines     |                      | Don Schulman    | 847-391-5337 Blue Stone     |                        | Dur-A-Flex  |
| Dixon FD                                  | 210 S. Hennepin Ave    | Dixon           |                      | Dean Rhodes     | 815-288-4337 Q109           |                        | Tnemec      |
| Dixon Rural FPD                           | 1020 Palmyra St        | Dixon           | 브                    | Kevin E. Lalley | 815-284-6897 Granite        | 1999 May GP            |             |
| Downers Grove #2                          | 5420 Main St           | Downers Grove   | <u>Н</u>             | Phil Ruscetti   | 630-734-5988 Awarded        | The                    | Tnemec      |
| Downers Grove FD                          | 6701 S. Main St        | Downers Grove   | <u>П</u>             | Phil Ruscetti   | 630-734-5988 Oriental Spice | 2001 May               |             |
| East Dundee FPD                           | 115 E. Third St        | East Dundee     | N<br>I               | Mark Rakow      | 847-426-7521 Oriental Spice | 2006 Nov Tnemec        | mec         |
| Elgin #7                                  | 3270 Longcommon Pky    | Elgin           | Z                    | Michael Falese  | 847-931-6177 Awarded        | Tuel                   | Tnemec      |
| Elgin FD #6                               | 707 W. Chicago St      | Elgin           | N<br>N               | Michael Falese  | 847-931-6174 Charcoal       | 2005 Mar Dur-A-Flex    | A-Flex      |
| Elk Grove FD #10                          | 1656 Meacham           | Elk Grove       | L<br>D               | David Miller    | 847-734-8003 Slate          | 2001 May GP            |             |
| Elk Grove FD #7                           | 101 Biesterfield       | Elk Grove       | L<br>D               | David Miller    | 847-734-8003 Gray Fox       | 2003 Jul GP            |             |
| Elk Grove FD #8                           | 1000 Oakton St         | Elk Grove       |                      | David Miller    | 847-734-8003 Gray Fox       | 2003 Jul GP            |             |
| Elk Grove FD #9                           | 1655 Greenleaf Ave     | Elk Grove       | Ď<br>H               | David Miller    | 847-734-8003 Slate          | 2001 May GP            | 73          |
| Elmwood Park FD                           | 7 Conti Pkwy           | Elmwood Park    | M L                  | Mike Marino     | 708-452-3933 Salt & Pepper  | 2004 Aug GP            |             |
|   |                        |                 |                      |                 |                             |                        |             |

Fire Department Reference List installed by Artlow Systems

| Fire Department     | Address               | City             | L   | Contract         | -                          | 1                                      |
|---------------------|-----------------------|------------------|-----|------------------|----------------------------|--|
| Evanston FD #5      | 2830 Central St       | Evaneton         | =   | man .            |                            | Date Inst Manufacturer                 |
| Fox River Grove FPD | 411 Alconguin Da      | East Divor       | ַ - | Aldii beikowsky  | 847-422-2148 Award         | Tnemec                                 |
| Frankfort ED #1     | 333 W Nebrocka Ct     | Fux River Grove  | ⊒ : | Bob Kreher       | 847-639-9232 Granite       | 2003 Jun Valspar                       |
| C# CU + Q2404U      | OCC W. Neblaska of    | Frankron         | _   | Robert Wilson    | 815-469-1700 Q206          | 2006 Oct Tnemec                        |
| Frankfort FD #2     | Graceland/St. Francis | Franktort        | =   | Robert Wilson    | 815-469-1700 Q206          | 2006 Oct Tnemec                        |
| Califold #5         | 24420 S. LaGrange Rd  | Frankfort        | _   | Robert Wilson    | 815-469-1700 Q206          | 2006 Nov Tnemec                        |
| Gardner FD          | 206 Depot St          | Gardner          | _   | Randy Wilkey     | 815-584-3426 Unknown       | In                                     |
| Geneseo FD          | 124 E. Second St      | Geneseo          | =   | Scott Lodge      | 309-944-3630 Slate         |  |
| Geneva FD           | 200 East Dr           | Geneva           | _   | Stephen Olson    | 630-232-2530 Granite       |  |
| Glenside FPU        | 1608 Bloomingdale Rd  | Glendale Heights | _   | Don Markowski    | 630-668-5323 Granite       | Sep                                    |
| Glenview FD #13     | 831 East Lake         | Glenview         | _   | Wayne Globerger  | 847-724-2141 Granite       | Jun                                    |
| Glenview FD #14     | 2250 Patriot          | Glenview         | =   | Wayne Globerger  | 847-724-2141 Granite       |  |
| Hampsnire FPD       | 202 Washington        | Hampshire        | =   | Curt Kramer      | 847-683-2629 Flintrock     | 2003 Sep Valspar                       |
| Hanover Park FD #1  | 6850 Barrington Road  | Hanover Park     | ⊒   | Craig Haigh      | 630-736-6800 Q109          | 2006 Jul Themes                        |
| Highland Park FD    | 1130 Central Avenue   | Highland Park    | _   | Alan Wax         | 847-433-3110 Harbour Grav  | 0                                      |
| Hinsdale FD         | 121 Symonds Dr        | Hinsdale         | _   | Mike Kelly       | 630-789-7069 Flintrock     |  |
| Hoffman Estates FD  | 1700 Moon Lake Blvd   | Hoffman Estates  | _   | Rick England     | 847-882-2138 Buccaneer     |  |
| Hoffman Estates FD  | 1300 Westbury         | Hoffman Estates  | _   | Rick England     |                            |  |
| Itasca FPD          | 520 W. Irving Park Rd | Itasca           | _   | James MacArthur  |                            |  |
| Jackson FD          | W204N16722 Jackson    | Jackson          | ₹   | John Skodinski   | 262-677-3811 Grav Fox      |  |
| Knollwood FD        | 14 Skokie Hwy         | Lake Bluff       | =   | Mike Issel       |                            | May                                    |
| Lake Bluff FD       | 45 E. Center Ave      | Lake Bluff       | _   | David Graf       | _                          | ֓֞֝֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓ |
| Lake Villa FPD      | 910 E. Grand          | Lake Villa       | _   | Frank Slazes     |                            | 1999 Oct OB                            |
| Lemont FD #4        | 11520 Walker Road     | Lemont           | =   | Carl Churulo     |                            | 7 2                                    |
|                     | 2600 N. Mannheim Rd   | Melrose Prk      | _   | John Campbell    | 847-455-0180 Bucks Ctv Tan | 2003 Sen Valenar                       |
|                     | 1551 N. Milwaukee Ave | Libertyville     | _   | Paul Groh        |                            |  |
| erwoods FD          | 115 Schelter Rd       | Lincolnshire     | _   | Fred Kruger      | 847-634-2512 Tronical Blue | 2001 Aug GD                            |
|                     | 6900 Lincoln Ave      | Lincolnwood      | _   | Michael Hansen   |                            |  |
| Lockport Twp FPD #1 | 828 E. 9th Ave        | Lockport         | _   | Rob Cronholm     |                            |  |
|                     | 1601 Root St          | Crest Hill       | _   | Rob Cronholm     |                            | 2006 Sep Tremos                        |
|                     | 390 N. Weber Rd       | Romeoville       | =   | Rob Cronholm     |                            |  |
|                     | Bruce Rd              | Lockbort         | _   |                  |                            | 5 6                                    |
| p FPD #5            |                       |                  |     |                  | 815-838-2904 Q201          |  |
| Lombard FD          | 50 E. St. Charles Rd  | Lombard          |     | George Seagraves | 630-620-5719 Charcoal      |  |

| Circ Donottee             |   |  |                                       |                   |                         |                |                  |               |
|---------------------------|---|--|---------------------------------------|-------------------|-------------------------|----------------|------------------|---------------|
| riie Department           | Address                                 | City   | ST                                    | Contact           | Telephone               | Color          | Date Inct        | Monitoria     |
| Lombard FD                | 2020 S. Highland Ave                    | Lombard  | E G                                   | George Seagraves  | σ                       | Canada Brown   | 1000 Apr. 1      | Mailulacturer |
| Lyons FD                  | 4043 Joliet Ave                         | Lyons  | =                                     | Gordon Nord Ir    |                         | a Diowii       | 1999 Apr         | Vaispar       |
| Manhattan FD              | 100 S. Park Ave                         | Manhattan  | i = i                                 | the Pittern of .  |                         | a)             | Dec              | Valspar       |
| Matteson FD               | 3445 W 211th St                         | Methodia   | ۲<br>ا                                | John Fitzgerald   | 815-478-3197 Granite    | a)             | 2003 Oct \       | Valspar       |
| Mollon Towns Town         |   | Matteson   | Z<br>Z                                | Robert Wilcox     | 708-748-5129 Deser      | Desert Sand    | 2003 Feb \       | Valspar       |
| Morrelly Township FPU #1  |   | McHenry  | < < < < < < < < < < < < < < < < < < < | Wayne Armore      | 815-385-0075 Orient     | Oriental Spice | Apr              | Themer        |
| MICHERITY LOWNSHIP FPD #2 |   | Johnsburg  |                                       | Wayne Armore      | 815-385-0075 0109       |                |                  | nemce         |
| McHerny Lownship FPD #3   |   | Lakemoor   | × =                                   | Wayne Armore      |                         |                |                  | Tremec        |
| Minooka FD #2             | 28200 W. Route 3                        | Minooka  | IL AI                                 | Al Yancev         |                         | 900            | 2002 Dee         | Hernec        |
| Monticello FD             | 211 N. Hamilton                         | Monticello   | =                                     | Charles F Morris  |                         | 2010           | . G              | 5 :           |
| Morris FPD                | Ashton & Locust                         | Morris   | ! = E                                 | Rohert H. Coleman |                         | d)             | In .             | Valspar       |
| Mount Prospect FD         | 1601 W. Golf Rd                         | Mount Prospect   |                                       | Michael Eigeleh   |                         |                |                  | Inemec        |
| Mount Prospect FD #13     | 112 F Northwest Hwy                     | Mount Prospect   |                                       | Ichael Figolan    |                         | Sedona Red     | Mar              | Valspar       |
| Mundelein FD              | 1000 N Middethios Da                    | Mundalata  | ) <u>M</u>                            | Mikhael Figolah   | 847-870-5660 Sedona Red | a Red          | 2005 Sep G       | GP            |
| Olived on N               | 200 IV. Middelliali Nu                  | Mundelein  | <u>ე</u>                              | Craig Adams       | 847-949-3260 Q103       |                | 2005 Oct T       | Tnemec        |
| North Main To             | 904 E. Chicago Ave                      | Naperville   | 우.<br>기                               | John Wu           | 630-420-6140 Q28        |                | 2002 Feb T       | Themec        |
|                           | 9301 Potter Rd                          | Des Plaines  | M<br>L                                | Michael Bronk     | 847-297-5020 Granite    | a              | u                | 0.0           |
| Northbrook FD             | 740 Dundee Rd                           | Northbrook   | IL Ja                                 | James P. Reardon  |                         |                |                  |               |
| Northlake FPD             | 118 E. Parkview Dr                      | Northlake  | IL Ro                                 | Rob Hielmaren     |                         |                |                  | valspai       |
| Norwood FPD               | 7447 W. Lawrence Ave                    | Harwood Heighte  | 2                                     | Jennie Cłofonowie |                         |                | Gall             | 15            |
| Oak Brook FD #3           | 1200 Oak Brook Rd                       | Oak Brook  | ק =<br>ק                              | TILLS STEIGHTOWIC |                         |                | Oct              | GP            |
| Orland Park EDD #1        | 0789 W 45404 St                         | Can blook  | H2 :                                  | JIM Bodony        | 630-990-3040 Buccaneer  |                | 2002 Sep G       | GP            |
|                           | 47400 VV. 1318t St                      | Orland Park  | ž.                                    | Nick Cinquepalmi  | 708-349-0074 Q109       |                |                  | Themec        |
| Oliand Fark FPD #2        | 15100 S. 8th Ave                        | Orland Park  | IL N                                  | Nick Cinquepalmi  | 708-349-0074 Q102       | U 167.US       | 1                | Themec        |
| Orland Park FPD #3        | 151st & Wolf Rd                         | Orland Park  | IL Nic                                |                   |                         |                |                  | nemec         |
| Orland Park FPD #4        | 16565 94th Ave                          | Orland Park  | I Nic                                 |                   |                         |                | •                | Thernec       |
| Orland Park FPD Maint     | 10730 163rd PI                          | Orland Park  | I Nic                                 | Nick Cinguenalmi  |                         |                |                  | riemec        |
| Palatine FD               | 20 W. Palatine Rd                       | Palatine   | S                                     |                   |                         |                | In a             | nemec         |
| Palos Heights FPD #2      | 13101 Ridgeland                         | Palos Heinhfe  | 1 -                                   |                   |                         |                |                  | Inemec        |
| Pleasantview FPD          | 1970 Plainfield Da                      | Company of the state of the sta | י במר                                 |                   |                         | oty Ian        | 20               | GP            |
| Dioscontuion FDD #5       | SO I SI I | LaGrange Highian I   | L Da                                  | •                 | 708-352-9229 Granite    |                | 2002 Apr G       | GP            |
| Distance H                | SOUT Lenzi Ave                          | Hodgkins   | L Dal                                 | Dan Hermes        | 708-784-0386 Q211       |                |                  | Themec        |
| Nicilinona Township FD    | 5601 Hunter Dr                          | Richmond   | L Ric                                 | Rick Gallas       | 815-678-3672 Grav       | •              | Feh              | Valenar       |
| Kiverside FU              | 59 Pine                                 | Riverside  | L Ma                                  | Matt Buckley 7    |                         |                | )                | Themeo        |
| Kiverwoods FD             | 835 Saunders Rd                         | Riverwoods   | L Fre                                 | Fred Kruger       | 847-634-2512 Sandpoint  | +              | 40000            |               |
| Roberts Park FPD          | 8611 S. Roberts Rd                      | Justice  | L Wil                                 | ertv              |                         |                | Sooo Dec G       | L -           |
| Rock City FD              | 7600 N. Rock City Rd                    | Rock City  |                                       |                   |                         |                | zuuu sep vaispar | alspar        |
|                           |   | - Con City   | 7 2 2                                 |                   | 813-865-546/ Grey       | . 4            | 2006 Nov Tnemec  | emec          |

| Fire Department     | Address               | City            | ST       | Contact                       | Telephone Color            | Date Inst   Manufacturer | facturar |
|---------------------|-----------------------|-----------------|----------|-------------------------------|----------------------------|--------------------------|----------|
| Rolling Meadows FD  | Meadows Drive         | Rolling Meadows | =        | Ronald Stewart                | 2 Slate                    | 1999 Oct Valspar         | 100      |
| Rolling Meadows FD  | 2455 Plum Grove Rd    | Rolling Meadows | =        | Ronald Stewart                | 847-397-3352 Slate         |                          |          |
| Romeoville FD #1    | 18 Montrose Dr        | Romeoville      | =        | Kent Adams                    | 815-372-4040 Granite       | 2001 May GP              |          |
| Romeoville FD #2    | 1321 Enterprise       | Romeoville      | 1        | Kent Adams                    | 815-372-4040 Granite       | 2001 May GP              |          |
| Round Lake FD #3    | 861 E. Hook Dr        | Round Lake      | =        | Paul Maplethory               | 847-270-9111 Sandstone     | 2002 Mar Tnemec          | <u>ي</u> |
| Saint Charles FD #2 | 2900 Production Dr    | Saint Charles   | 11       | Alan Schullo                  | 630-377-4457 Oxford Gray   | 1998 Jul Valspar         |          |
| Saint Charles FD #3 | 2901 Campton Hills Dr | Saint Charles   | / J      | Alan Schullo                  | 630-377-4457 Oxford Gray   |                          |          |
| Saint Francis FD    | 4235 S. Nicholson Ave | Saint Francis   | W.       | Andrew Weargarde 414-483-4424 | 414-483-4424 Desert Sand   | 2001 Jun GP              |          |
| Schaumburg FD #1    | 950 W. Schaumburg Rd  | Schaumburg      |          | David Schumann                | 847-885-6300 Q112          | 2006 Mar Tnemec          | <u>ي</u> |
| Schaumburg FD #2    | 1024 N. Meacham       | Schaumburg      |          | David Schumann                | 847-885-6300 Q112          | 2005 Oct Tnemec          | <u>ي</u> |
| Schaumburg FD #3    | 1351 Wright Blvd      | Schaumburg      |          | David Schumann                | 847-885-6300 Q112          | 2005 Oct Tnemec          | <u>ي</u> |
| Schaumburg FD #5    | 714 S. Plum Grove Rd  | Schaumburg      |          | David Schumann                | 847-885-6300 Q112          | 2007 Jul Tnemec          | <u>ي</u> |
| Schiller Park FD    | 9526 Irving Park Rd   | Schiller Park   |          | Fom Deegan                    | 847-678-5136 Award         | Tnemec                   |          |
| Slinger FD          | 201 Oak               | Slinger         | N N      | Bob Schaefer                  | 262-644-5331 Gray Fox      | 2002 Aug GP              |          |
| Spring Grove FPD    | 8214 Richardson Rd    | Spring Grove    |          | Rich Tobiasz                  | 815-675-2450 Slate         | 2002 Jul Valspar         |          |
| Streamwood FD       | Irving Pk Rd/Madison  | Streamwood      | <u></u>  | Ralph Pytlarz                 | 630-213-6300 Granite       | 2001 Dec Valspar         |          |
| Tinley Park FD      | 7801 W. 191st St      | Tinley Park     | 7        | Kenneth Dunn                  | 708-532-5656 Sedona Red    | 1999 Sep Valspar         |          |
| Troy FPD #2         | 25454 W. Seil         | Shorewood       | ᆜ        | Kerry Sheridan                | 815-725-2149 Q102          | 2006 Feb Tnemec          | <u>ي</u> |
| Wauconda FD         | 404 E. State Rd       | Wauconda        |          | David Dato                    | 847-526-2821 Granite       | 2003 Jul Valspar         |          |
| Wauconda FD         | 109 W. Liberty St     | Wauconda        |          | David Dato                    | 847-526-2821 Granite       | 2003 Jul Valspar         |          |
| Waukegan FD         | 1101 Belvedere Rd     | Waukegan        | <u>ч</u> | Patrick Gallagher             | 847-249-5410 Granite       | 2000 Sep GP              |          |
| Western Springs FD  | 740 Hillgrove Ave     | Western Springs | <u>Ц</u> | Brian Guderian                | 708-246-1800 Granite       | 2003 Jun GP              |          |
| Westmont FD #2      | 505 N. Cass Ave       | Westmont        | 4        | Frank Trout                   | 630-829-4480 Gray Fox      | 2001 May GP              |          |
| Westmont FD #3      | 6015 S. Cass Ave      | Westmont        | 7        | Frank Trout                   | 630-829-4480 Gray Fox      | 2001 May GP              |          |
| Wheaton FD          | Main St               | Wheaton         |          | Gregory Berk                  | 630-260-2177 Onyx Gray     | 1998 Sep Sonneborn       | porn     |
| Winthrop Harbor FD  | 830 Sheridan Rd       | Winthrop Harbor | <u>⊣</u> | Ron Levin                     | 847-872-1553 Awarded       | Tnemec                   |          |
| Wood Dale FPD       | 589 N. Wood Dale Rd   | Wood Dale       | 1        | Ron Herrf                     | 630-766-1147 Special Tweed | i 2000 Oct Valspar       |          |
| Wood Dale FPD       | 411 Park Lane         | Wood Dale       |          | Ron Herrf                     | 630-766-1147 Riverstone    | 2006 Sep                 |          |
| York Center FPD     | 1517 S. Meyers Rd     | Lombard         | IL A     | Andy Bonomo                   | 630-627-1940 Granite       | 2005 Jul GP              |          |
|                     |                       |                 |          |                               |                            |                          |          |

### **INSURANCE REQUIREMENTS**

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

#### WORKERS COMPENSATION & EMPLOYER LIABILITY

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

#### AUTOMOBILE LIABILITY

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

#### GENERAL LIABILITY (Occurrence basis)

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

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

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, shall be <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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

| ACCEPTED & AGREED THIS | 16 DAY OF Seplember, 2008             |  |  |  |
|------------------------|---------------------------------------|--|--|--|
| 7-12-                  |                                       |  |  |  |
| Signature              | Authorized to execute agreements for: |  |  |  |
| RANDALL S. RICHTER     | ARTLOW SYSTEMS, INC.                  |  |  |  |
| Printed Name & Title   | Name of Company                       |  |  |  |
|                        |                                       |  |  |  |

| DATE ANALOGO  |                |  |   |   |  |  |                            |  |
|---|----------------|--|---|---|--|--|----------------------------|--|
|   | AC             | ORD, CERTIFIC  | CATE OF LIABIL  |   |  |  | DATE 11/11/2008            |  |
| PRODUCER TIM M OHM (03720) 245 S GARY AVE CAROL STREAM, IL 60188-0000 |                |  | ONLY AN   | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |  |  |                            |  |
| 630-668-4518 FAX: 630-668-1395  |                | INSURERS   | INSURERS AFFORDING COVERAGE                                 |   | NAIC#  |  |                            |  |
| INSU  | RED            | 6264226  |   | INSURER A:  | COUNTRY Mutu   | al Insurance Company                                     |                            |  |
|   |                | SYSTEMS INC  |   | INSURER B:  | INSURER B:   |  |                            |  |
| 170 S GARY AVE<br>CAROL STREAM, IL 60188                              |                |  |   | INSURER C:  |  |  |                            |  |
|   |                |  |   | INSURER D:  |  |  |                            |  |
| CO  | /ER/           | AGES   |   |   |  |  |                            |  |
| Al<br>M   | IY RE          | LICIES OF INSURANCE LISTED BEL<br>QUIREMENT, TERM OR CONDITIO<br>ERTAIN, THE INSURANCE AFFORDE<br>ES. AGGREGATE LIMITS SHOWN MA  | N OF ANY CONTRACT OR OTHER<br>D BY THE POLICIES DESCRIBED F | R DOCUMENT WIT<br>HEREIN IS SUBJEC<br>CLAIMS.   | TH RESPECT TO W  | MICH THIS CERTIFICATE IN RMS, EXCLUSIONS AND CO          | MAY BE ISSUED OR I         |  |
| INSR<br>LTR   | ADD'L<br>INSRD | TYPE OF INSURANCE  | POLICYNUMBER  | POLICY EFFECTIVE<br>DATE (MM/DD/YYY)  | POLICY EXPIRATION DATE (MW/DD/YYYY)  | LIMIT  |                            |  |
| А   |                | GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  | AB1517230   | 11/23/2008  | 11/23/2009   | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) | \$1,000,000<br>\$100,000   |  |
|   | V              | CLAIMS MADE CCUR   |   |   | - X  | MED EXP (Any one person)                                 | \$5,000                    |  |
|   | _              |  |   |   |  | PERSONAL & ADV INJURY                                    | \$1,000,000                |  |
|   |                | <u> </u>   |   |   |  | GENERAL AGGREGATE PRODUCTS - COMP/OP AGG                 | \$2,000,000<br>\$2,000,000 |  |
|   |                | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-   |   |   |  | PRODUCTS - COMP/OP AGG                                   | Ψ2,000,000                 |  |
| А   |                | AUTOMOBILE LIABILITY  ANY AUTO   | AV1517230   | 11/23/2008  | 11/23/2009   | COMBINED SINGLE LIMIT<br>(Ea accident)                   | \$1,000,000                |  |
|   | V              | ALL OWNED AUTOS  SCHEDULED AUTOS   |   |   |  | BODILY INJURY<br>(Per person)                            |                            |  |
|   |                | HIRED AUTOS NON-OWNED AUTOS  |   |   |  | BODILY INJURY<br>(Per accident)                          |                            |  |
|   |                |  |   |   |  | PROPERTY DAMAGE<br>(Per accident)                        |                            |  |
|   |                | GARAGE LIABILITY   |   | **  |  | AUTO ONLY - EA ACCIDENT                                  |                            |  |
|   |                | ANYAUTO  |   | =   |  | OTHER THAN AUTO ONLY: AGG                                |                            |  |
| Α   |                | EXCESS/UMBRELLA LIABILITY  | AU1517230   | 11/23/2008  | 11/23/2009   | EACH OCCURRENCE  | \$5,000,000                |  |
|   | V              | OCCUR CLAIMS MADE  |   |   |  | AGGREGATE  | \$5,000,000                |  |
|   |                | DEDUCTIBLE  RETENTION \$ \$10,000  |   |   |  |  |                            |  |
| Α   |                | KERS COMPENSATION AND  | AW1517230   | 11/23/2008  | 11/23/2009   | WC STATU-<br>TORY LIMITS OTH-<br>ER                      |                            |  |
|   | ANY            | PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? No   |   |   |  | E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE           | \$1,000,000<br>\$1,000,000 |  |
|   | If yes         | describe under   |   |   |  | E.L. DISEASE - POLICY LIMIT                              | \$1,000,000                |  |
|   | OTHE           | Management of the Control of the Con |   |   |  |  |                            |  |
|   |                |  |   |   |  |  |                            |  |
|   | B NA           | ON OF OPERATIONS / LOCATIONS / VEHICLI<br>ME :   | ES / EXCLUSIONS ADDED BY ENDORSEME                          | ENT / SPECIAL PROVIS  | SIONS  |  |                            |  |
|   |                | NNIAL POOL LOCKER ROOM RES   | SINOUS FLOORING   |   |  |  |                            |  |
| ۷)  | ONTI           | NUED)  |   |   |  |  |                            |  |
|   |                |  |   |   |  |  |                            |  |
| CEI   | RTIF           | CATE HOLDER  |   | CANCELLA  | TION   |  |                            |  |
|   |                |  |   |   |  | BED POLICIES BE CANCELLED E                              | SEFORE THE EXPIRATION      |  |
| VI  | LLAG           | E OF ORLAND PARK   |   | DATE THEREO   | F, THE ISSUING INSUI   | RER WILL ENDEAVOR TO MAIL                                | 30 DAYS WRITTEN            |  |
|   |                | S. RAVINIA AVENUE  |   | 100 000 000 000 000 000 000   | NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL |  |                            |  |
| 0   | RLAN           | ID PARK, IL 60462  |   |   | IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  |  |                            |  |
|   |                |  |   |   | REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE                                    |  |                            |  |
|   |                |  |   |   |  | Douglas M  | Borz                       |  |

| ACORD, CERTIFICATE OF LIABILI  | TY INSURANCE   | DATE 11/11/2008 |
|--|--|-----------------|
| PRODUCER TIM M OHM (03720) 245 S GARY AVE CAROL STREAM, IL 60188-0000    | THIS CERTIFICATE IS ISSUED AS A MATTER OF ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT AME ALTER THE COVERAGE AFFORDED BY THE PROPERTY OF THE PROPERT | HE CERTIFICATE  |
| 630-668-4518 FAX: 630-668-1395   | INSURERS AFFORDING COVERAGE  | NAIC#           |
| INSURED 6264226 ARTLOW SYSTEMS INC 170 S GARY AVE CAROL STREAM, IL 60188 | INSURER A: COUNTRY Mutual Insurance Company  |                 |
|  | INSURER B:   |                 |
|  | INSURER C:   |                 |
| SATISE STATES AND THE STATES   | INSURER D:   |                 |
|  | INSURER E:   |                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

#### WAIVERS:

SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVED WITH REGARD TO WORKERS COMPENSATION. THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S): VILLGE OF ORLAND PARK

| CERTIFICATE HOLDER   | CANCELLATION  |
|--|---|
| VILLAGE OF ORLAND PARK<br>14700 S. RAVINIA AVENUE<br>ORLAND PARK, IL 60462 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  Douglas W Boxan |

Fax Server

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.