

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2012-0108

Innoprise Contract #:

Year: 2012

Amount: \$12,174.00

Department: Park's Department

Contract Type: Purchase of Goods and Services

Contractors Name: MacCARB

Contract Description: Bulk CO2 Tank and Fill Box

2012-0108

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

April 25, 2012

Mr. David McCarthy
MacCARB
4616 W. Main Street
West Dundee, Illinois 60118

RE: NOTICE TO PROCEED
Bulk CO2 Tank and Fill Box

Dear Mr. McCarthy:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of April 16, 2012.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village has processed Purchase Order #12-000996 for this contract/service and faxed this 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 March 30, 2012 in an amount of Twelve Thousand One Hundred Seventy-Four and No/100 (\$12,174.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
cc: Frank Stec

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
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Kathleen M. Fenton
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March 30, 2012

Mr. Mike Breden
MacCARB
4616 W. Main Street
West Dundee, IL 60118

NOTICE OF AWARD – Bulk CO2 Tanks with Fill Box

Dear Mr. Breden:

This notification is to inform you that on March 19, 2012, the Village of Orland Park Board of Trustees approved awarding MacCARB the contract in accordance with the proposal you submitted dated August 24, 2011, for Bulk CO2 Tanks for an amount not to exceed Twelve Thousand One Hundred Seventy-Four and No/100 (\$12,174.00) Dollars (excludes sales tax).

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by April 13, 2012.

1. Enclosed is the Contract for purchase and installation of 2 Bulk CO2 Tanks with Fill Boxes. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please fill out the Certifications and return them directly to me along with the contract.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for **a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.**

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

Sincerely,
Denise Domalewski
Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
Bulk CO2 Tank and Fill Box
(Contract for Purchase of Goods and Services)

This Contract is made this 30th day of March, 2012 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and MacCARB (hereinafter referred to as the "VENDOR").

WITNESSETH

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

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

- The Contract
- The Terms and Conditions pertaining to the Contract
- The Proposal as it is responsive to the VILLAGE's requirements
- All Certifications required by the VILLAGE
- Certificates of Insurance

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

Description	Unit Price	Quantity	Total Cost
750lb HF CarboMax Bulk CO2 Tanks	\$4,790.00	2	\$ 9,558.00
CO2 fill box	\$ 225.00	2	\$ 500.00
Cryo-Fill Line & Vent Tube	\$ 9.25	50	\$ 462.00
Bev-lex 3/8"	\$ 0.89	150	\$ 133.00
Back-up System	\$ 110.00	2	\$ 220.00
Installation Charge	\$ 850.00	1	\$ 850.00
Fright Charge	\$ 500.00	1	\$ 500.00
Total			\$12,174.00

(hereinafter referred to as the "GOODS"). The GOODS shall be delivered FOB to the Village of

Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The VENDOR agrees to provide labor, equipment and materials necessary to complete installation of product (hereinafter referred to as the "WORK") and further described below:

Installation includes mounting new bulk CO2 tanks to floor, installing CO2 fill boxes and cryogenic fill and vent line. VENDOR will run 3/8" bev-lex from bulk CO2 tank to desired hook ups. VILLAGE to provide clear and free access to run lines to desired locations and make final connections to existing equipment.

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

TOTAL COST: Twelve Thousand One Hundred Seventy-Four and No/100 (\$12,174.00) Dollars

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

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed. The VENDOR shall deliver and install the GOODS no later than May 15, 2012. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the VENDOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR 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 VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS,

including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or 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 VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of any Insurance Certificates required by the VILLAGE in the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: VENDOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the VENDOR and its subcontractors and any suppliers shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The VENDOR shall maintain, and require that its subcontractors and suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's

ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors and suppliers shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. VENDOR and all subcontractors and suppliers shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and delivery confirmation is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski, 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 VENDOR:

~~Mike Breden~~ *David McCarthy*
MacCarbARB
4616 W. Main Street
West Dundee, Illinois 60118
Telephone: 877-427-2499 *X7004*
Facsimile: 847-836-0979
e-mail: ~~mbreden@maccarb.com~~ *david@maccarb.com*
cell: ~~847-652-3825~~ *847-343-9775*

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

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

SECTION 9: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The VENDOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 11: COMPLIANCE: VENDOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 12: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.


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


SECTION 13: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 14: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 15: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE
By: 
Print Name: Paul G. Grimes
 Village Manager
Title: _____
Date: 4/17/12

FOR: THE VENDOR
By: 
Print Name: David L. McCarthy
Title: VP-CFO
Date: 4-9-12

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

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

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

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

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

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the

VILLAGE and upon rejection shall be removed at no cost to the Village.

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

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

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

MACCARB

Keeping the FIZZ in your BIZ
Bulk CO₂ - Macmatic 310 Nitrogen Generator - Beer Gas - Nitrogen - Helium
Phone: (877) 427-2499
Fax: (847) 836-0979

BULK CO2 TANK LEASE & PURCHASE QUOTE

Date: August 24, 2011

This quote will be honored for a period of thirty (30) days from the date above

Customer: ORLAND PARK

Location: CENTENNIAL PARK

Contact: SCOTT HILLAND

Phone / Fax
e-mail: _____

EQUIPMENT LEASE OPTION:

2 - 750lb HF Carbo-Max Bulk CO2 Tank monthly rent.....\$199.99 per mo.
2 - Back-up tank monthly rent.....\$10.00 per mo

Additional Lease Information:

All maintenance on bulk CO2 tank included in monthly lease rate
Basic installation of bulk CO2 tank at NO charge
NO Freight Charges
60 month lease agreement required.

EQUIPMENT PURCHASE OPTION:

Item	Qty	Price Ea	Total
750lb CarboMax Bulk CO2 tank W/legs Pool Coat	2	\$ 4,779.00	\$ 9,558.00
CO2 fill box	2	\$ 225.00	\$ 450.00
Cryo- Fill Line + Vent Tube	50	\$ 9.25	\$ 462.50
Bev-lex 3/8"	150	\$ 0.89	\$ 133.50
Back-up System	2	\$ 110.00	\$ 220.00
Installation Charge	1	\$ 850.00	\$ 850.00
Freight Charges (ESTIMATE)	1	\$ 500.00	\$ 500.00
Sales tax			\$ 920.04

Total Purchase Price (Including Freight Estimate) \$ 13,094.04

Please Sign and Date Here to Accept This Quote: _____
Print Name Here: _____

GAS QUOTE LEASE OPTION

Liquid CO2 per lb.....\$0.209 per lb
Delivery Charge per delivery.....\$12.00 per del
50# CO2 back-up tank.....\$29.00 each

GAS QUOTE PURCHASE OPTION

Liquid CO2 per lb.....\$0.225 per lb
Delivery Charge per delivery.....\$12.00 per del
50# CO2 back-up tank.....\$29.00 each

***Freight charge is an estimate only and may differ from quote.**

****If paid by credit card there will be a 3% fee added to the total purchase price.**

FUEL PROVISION: MacCARB at their option may implement a fuel surcharge per delivery should diesel fuel prices rise above \$4.00 per gallon according to the Midwest (On-Highway) diesel fuel price index as published by the Energy Information Administration (EIA). The base fuel surcharge per delivery should diesel fuel prices rise above \$4.00 per gallon would be charged at a rate of \$5.50 per delivery, and will be adjusted on a monthly basis proportional to the percentage increase or decrease in Midwest (On-Highway) diesel fuel prices as published by the Energy Information Administration (EIA). No fuel surcharge can be charged as long as diesel fuel prices remain below \$4.00 per gallon according to the Midwest (On-Highway) diesel fuel price index as published by the Energy Information Administration (EIA).

Scope of Work to Be Performed:

Installation charge includes mounting new bulk CO2 tanks to floor, installing CO2 fill boxes and cryogenic fill and vent line. MacCARB will run 3/8" bev-lex from bulk CO2 tank to customers desired hook ups. Customer must provide clear and free access to run lines to desired hook ups, and customer will make final connections to existing equipment. Customer responsible for all city and state permits should any be required.

Should you have any questions or concerns please do not hesitate to let me know.

We appreciate the opportunity to quote your business!

Mike Breden
Office: 877-427-2499
Fax: 847-836-0979
Cell: 847-652-3825
E-mail: mbreden@maccarb.com

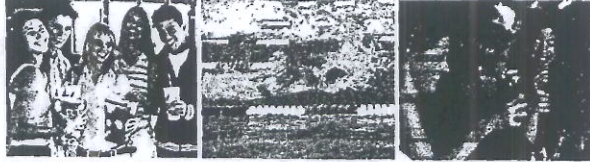
Please Sign and Date Here to Accept This Quote: _____
Print Name Here: _____

CARBO-MAX 750 HIGH FLOW

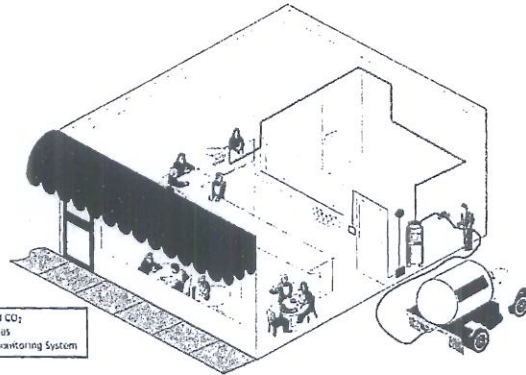
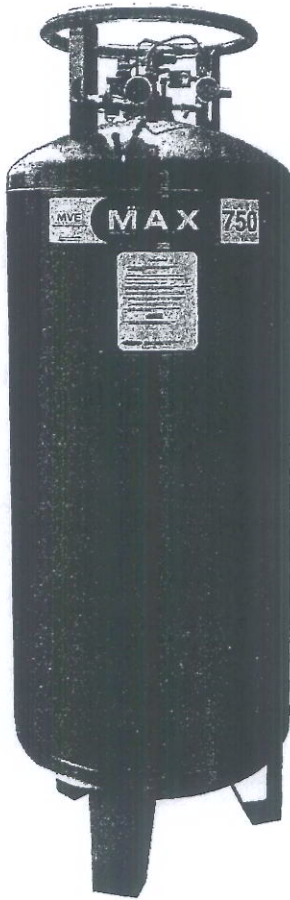
HIGH CAPACITY – HIGH FLOW BULK CO₂

MVE

Beverage Systems



•CINEPLEXES•SWIMMING POOLS•STADIUMS•MICROBREWERIES



Carbo-Max 750

The MVE Carbo-Max 750 High Flow system is an innovative bulk CO₂ system that meets the demands of high volume customers. A first in the beverage market, the Carbo-Max 750 High Flow system offers the capacity and flow rates necessary for high volume users such as: stadiums, brew pubs, cineplexes and microbreweries.

Corrosion Resistant Coating can be an important addition to your MVE Beverage System in certain regions of the country or in specific applications (e.g. - swimming pools). The MVE Beverage coating system consists of one coat of primer and two coats of quick dry enamel with Xylene reducer on sandblast-finished stainless steel.



Innovation. Experience. Performance.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of Incorporation: ILLINOIS
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

MacCARB, Inc.
Business Name

(Corporate Seal)

[Handwritten Signature]
Signature

David L. McCarthy
Print or type name

VP-CFO
Title

4-9-12
Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, David L. McCarthy, being first duly sworn certify and say
that I am VP-CFO
(insert "sole owner," "partner," "president," or other proper title)

of MacCARB, Inc., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 9 Day
of April, 2012

Susan M. Tasche
Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, David L. McCarthy, having submitted a proposal for MacCARB, Inc.
(Name) (Name of Contractor)

for Sale + Installation of Bulk CO2 Tanks to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 9 Day
of April, 2012

[Signature]
Notary Public



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 Vendor'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 Vendor 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 Vendor 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 Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY:  _____

ATTEST: _____

DATE: 4-9-12

TAX CERTIFICATION

I, David L. McCarthy, having been first duly sworn depose and state as follows:

I, David L. McCarthy, am the duly authorized agent for MacCARB, Inc., which has

submitted a proposal to the Village of Orland Park for Sale + Installation of Bulk LO2 Tanks and I hereby certify
(Name of Project)

that MacCARB, Inc. is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: [Signature]
Title: UP-CFO

Subscribed and Sworn To
Before Me This 9 Day
of April, 2012

[Signature]
Notary Public



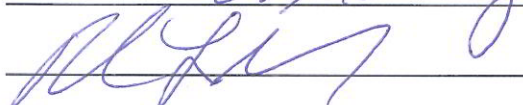
REFERENCES

(Please type)

ORGANIZATION Sears Centre Arena
ADDRESS 5333 Prairie Stone Parkway
CITY, STATE, ZIP Hoffman Estates, IL 60192
PHONE NUMBER 847-649-2242
CONTACT PERSON Ross Mendenhall
DATE OF PROJECT September 2006

ORGANIZATION Village Vintner Winery
ADDRESS 2380 Espanade Dr.
CITY, STATE, ZIP Algonquin, IL 60102
PHONE NUMBER 847-658-4900
CONTACT PERSON Steve Boyer
DATE OF PROJECT 4-6-2012

ORGANIZATION Culvers Franchise Systems, Inc.
ADDRESS 1240 Water Street
CITY, STATE, ZIP Prairie Du Sac, WI 53578
PHONE NUMBER 608-644-2125
CONTACT PERSON Glenn Weiss
DATE OF PROJECT 11-04-2010

Proposer's Name: David L. McCarthy
Signature: 

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

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

The 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 9 DAY OF April, 2012

Signature

David L. McCarthy

Printed Name & Title

Authorized to execute agreements for:

MacCARB, Inc.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2012

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

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

PRODUCER Chuck Hay Insurance Agency, Inc. 1865 N. Henderson St. Suite #2 Galesburg, IL 61401	Phone: (309)344-3646 Fax: (309)344-2924	CONTACT NAME: Lora Hanson PHONE (A/C, No, Ext): (309)344-3646 E-MAIL ADDRESS: lhanson@chuckhayins.com	FAX (A/C, No): (309)344-2924
	INSURED MacCarb, Inc. 4616 West Main Street West Dundee, IL 60118		INSURER(S) AFFORDING COVERAGE INSURER A : American Interstate Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 31895	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						<input type="checkbox"/> EACH OCCURRENCE \$ <input type="checkbox"/> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <input type="checkbox"/> MED EXP (Any one person) \$ <input type="checkbox"/> PERSONAL & ADV INJURY \$ <input type="checkbox"/> GENERAL AGGREGATE \$ <input type="checkbox"/> PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						<input type="checkbox"/> COMBINED SINGLE LIMIT (Ea accident) \$ <input type="checkbox"/> BODILY INJURY (Per person) \$ <input type="checkbox"/> BODILY INJURY (Per accident) \$ <input type="checkbox"/> PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> EACH OCCURRENCE \$ <input type="checkbox"/> AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AVVCIL1944562010	7/27/2011	7/27/2012	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	<input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

"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."

CERTIFICATE HOLDER**CANCELLATION**

Holder's Nature of Interest : Additional Insured

Village of Orland Park

14700 S. Ravinia Av
Orland Park, IL 60462

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: MCR D37718233

ADDITIONAL INSURED -- WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section II – Who is an Insured, 1., is amended to add as an additional insured:

- (f) Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations or premises owned by or rented by you. However, the insurance provided will not exceed the lesser:
1. The coverage and/ or limits of this policy, or
 2. The coverage and/ or limits required by said contract or agreement.



Authorized Agent

POLICY NUMBER: MCR D37718233

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL GENERAL LIABILITY COVERAGE**

Schedule

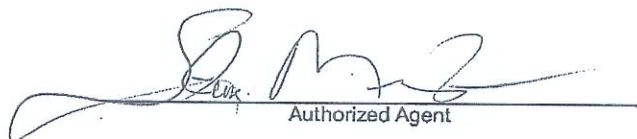
Organization

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title")

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.


Authorized Agent