

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0081

Innoprise Contract #: C13-0045

Year: 2013

Amount: \$1.70

Department: Parks - Frank/Gary

Contract Type: Purchase of Goods & Services

Contractors Name: Mineral Masters

Contract Description: Purchase of liquid Chlorine 12.5% @ \$1.70 per gallon delivered

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

May 6, 2013

Mr. Mike Tracy
Mineral Masters
130 W. Grandlake Blvd.
West Chicago, Illinois 60185

RE: **NOTICE TO PROCEED**
Purchase of Liquid Chlorine

Dear Mr. Tracy:

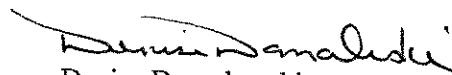
This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of April 15, 2013.

Please contact Gary Couch at 708-403-6241 with any questions regarding the work.

The Village has processed Purchase Order #13-000943 for this contract/service and faxed this to your company on April 9, 2013. 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 April 2, 2013 in an amount not to exceed \$1.70 per gallon delivered. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

Encl:
CC: Frank Stec
Gary Couch

VILLAGE OF ORLAND PARK
Purchase of Liquid Chlorine

This Contract is made this **2nd day of April, 2013** by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Mineral Masters (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 submitted by VENDOR via email on February 19, 2013 to the extent it does not conflict with this contract
- Certification of Eligibility to Enter into Public Contracts
- Tax Certification
- Certificates of Insurance

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

<u>Description</u>	<u>Unit Price</u>
Sodium Hypochlorite (Liquid Chlorine) 12.5%	1.70/gallon delivered
No freight Charges, No Pumpoff Fee, No Drum Deposits	

(hereinafter referred to as the “GOODS”). The GOODS shall be delivered FOB to the Village of Orland Park Centennial Park Aquatic Center, 15600 West Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE. The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*

SECTION 3: ASSIGNMENT: VENDOR shall not assign the duties and obligations of this Contract without the express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: The VENDOR shall deliver the first shipment of GOODS on May 10, 2013, the next on May 24, 2013, followed with weekly Friday deliveries thereafter throughout the pool season (May 25 – September 2, 2013). This CONTRACT shall terminate on September 2, 2013. 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.

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 VENDOR in compliance with 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 all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) as explained in the Terms and Conditions herein.

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

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

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski
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 Tracy
District Sales Manager
Mineral Masters
130 W. Grandlake Blvd.
West Chicago, Illinois 60185
Telephone: 630-293-7727
Facsimile: 630-293-7765
e-mail: mtracy@mineralmasters.com
Cell: 630-880-3534

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


SECTION 9: 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.

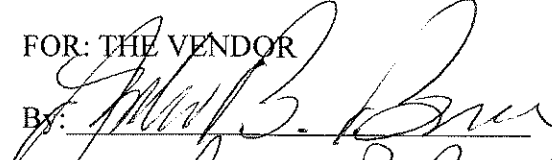
SECTION 10: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 11: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 12: 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
Its: _____
Date: 4/17/13

FOR: THE VENDOR
By: 
Print Name: Andrew B. Bassi
Its: PRESIDENT
Date: 4/8/2013

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 shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any 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. Vendors 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. Vendors 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.

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.

b4e65c31-8d16-45a4-a893-5e5b2afc2fb9.txt
From: Michael Tracy <mtracy@mineralmasters.com>
Sent: Tuesday, February 19, 2013 10:11 AM
To: Lorri Padour
Subject: Chemical Pricing 2013
Attachments: rewardsflyer JANUARY.jpg

Hi Lorri , here is some pricing that i put together that should save the district time and money for 2013. If you commit to a 2 year contract with Mineral Masters i can lower the price quote by ten cents a gallon . Example 15 % @ 1.70 12.5 % @ 1.60

Sodium Hypochlorite (Liquid Chlorine)

15 % \$ 1.80 / Gallon

12.5 % \$ 1.70 / Gallon

Sodium Bisulfate (Dry Acid) 50 lb bags \$ 25.00 ea

Sodium Bicarb 50 lb bags \$ 20.00 ea

De Powder 50 lb bags \$ 25.00 ea

Calcium Chloride 50 lb bags \$ 20.00 ea

Taylor Testing Reagents 10 % Off

***** NO FREIGHT CHARGE , NO PUMPOFF FEE, NO DRUM DEPOSITS *****

References : Bolingbrook P.D. Westchester P.D. Bloomington P.D. U of I (Champaign)
YMCA'S , Marriott's , Pheasant Run Resort. etc

Please let me know if i missed any items the district might use.

Thank You

Mike Tracy

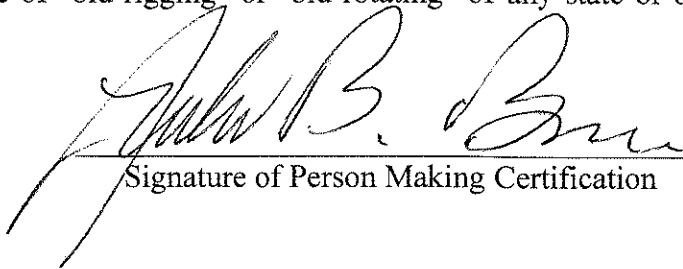
Mineral Masters
District Sales Manager
130 W. Grandlake Blvd
West Chicago, IL 60185
O -630-293-7727
F - 630-293-7765
Cell -630-880-3534
mtracy@mineralmasters.com

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

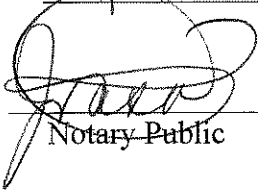
IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Andrew B. Bassi, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Mineral Masters Corporation, 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 8th Day
of April, 20013.


Notary Public



TAX CERTIFICATION

I, Andrew B. Bassi, having been first duly sworn depose and state as follows:

I, President, am the duly Authorized agent for Mineral Masters which has submitted a proposal to the Village of Orland Park for

Bulk Liquid Chorine and I hereby certify that
(Name of Project)

Mineral Masters 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: *Andrew Bassi*
Title: PRESIDENT

Subscribed and Sworn to
Before me this 8th
Day of April, 2013

Joanna Ochoa



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 8 DAY OF APRIL, 2013

Signature

STAVANEE BASSI Pres.
Printed Name & Title

Authorized to execute agreements for:

Mineral Metals Corp.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2013

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 Tower Insurance and Risk Management Service 500 S. County Farm Rd. Suite 209 Wheaton IL 60187		CONTACT NAME: Diane Martin PHONE (A/C No. Ext): (630) 871-0400 FAX (A/C No): (630) 668-0844 E-MAIL ADDRESS: dmartin@toweriarms.com	
INSURED Mineral Masters Corp. 130 W. Grandlake Blvd. West Chicago IL 60185		INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Union Insurance INSURER B: ACE INSURER C: Ace American Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 27960	

COVERAGES **CERTIFICATE NUMBER:** CL134901453 **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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		G24322142001	9/22/2012	9/22/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS		H8454516 001	9/22/2012	9/22/2013	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
C	UMBRELLA LIAB					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR				Liability \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION S	<input type="checkbox"/> CLAIMS-MADE	G243844408001	4/5/2013	9/22/2013	EACH OCCURRENCE \$ 2,000,000
						AGGREGATE \$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS
						OTH-ER
						E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The following are listed as additional insureds with respects to General Liability and Automobile coverage on a Primary and Non-Contributory basis when required by written contract: The Village of Orland Park, and their respective officers, trustees, directors, employees and agents.

Waiver of Subrogation is included with respect to General Liability and Automobile Liability when required by written contract.
 Umbrella Follows Form

CERTIFICATE HOLDER Village of Orland Park 14700 S. Ravina Avenue Orland Park, IL 60462	CANCELLATION 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 Barbara Prange/BARB <i>Barbara Prange</i>



Named Insured Mineral Master Corp.			Endorsement Number
Policy Symbol GLW	Policy Number G24322142 001	Policy Period 09/22/2012 to 09/22/2013	Effective Date of Endorsement 09/22/2012
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization: Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Named Insured Mineral Master Corp.			Endorsement Number
Policy Symbol GLW	Policy Number G24322142 001	Policy Period 09/22/2012 to 09/22/2013	Effective Date of Endorsement 09/22/2012
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization: Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include:

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.



Named Insured Mineral Master Corp.			Endorsement Number
Policy Symbol GLW	Policy Number G24322142 001	Policy Period 09/22/2012 to 09/22/2013	Effective Date of Endorsement 09/22/2012
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization: Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

Named Insured Mineral Master Corp.			Endorsement Number
Policy Symbol CAL	Policy Number H08454516	Policy Period 09/22/2012 TO 09/22/2013	Effective Date of Endorsement 09/22/2012
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

AUTOMATIC ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional conditions:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.
3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

Authorized Agent

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Mineral Master Corp.			Endorsement Number
Policy Symbol CAL	Policy Number H08454516	Policy Period 09/22/2012 TO 09/22/2013	Effective Date of Endorsement 09/22/2012
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- MOTOR CARRIERS COVERAGE FORM**
- GARAGE COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a "covered auto". The waiver applies only to the person or organization shown in the Schedule.

SCHEDULE

Any person or organization for whom you are required in a written contract or agreement to waive any right of recovery we may have against the person or organization, but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by a) you, while using a covered "auto", or b) any other person, while using a covered "auto" with your permission.

Authorized Agent



Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
WCV 6071250	01/14/2013 12:01 A.M. Standard Time at the described location	01/14/2014

Transaction

INFORMATION PAGE
RENEWAL OF POLICY WCV 6071250

Named Insured and Address	Agent
MINERAL MASTERS CORPORATION 130 W GRAND LAKE BLVD WEST CHICAGO IL 60185	CRISSIE INSURANCE GROUP 1700 E HIGGINS RD STE 320 DES PLAINES IL 60018 Telephone: 847-296-0655 9015228

Other Workplaces Not Shown Above: See schedule attached
Extended Named Insured: Absence of an entry means no exception

Interstate ID:	Intrastate ID:
Insured Is: CORPORATION	FEIN # 363544026
Bureau/Risk ID: 911012707	NCCI #: 90468
Unemployment Id Number:	

ITEM 2. POLICY PERIOD is from 12:01 A.M., 01/14/2013 to 12:01 A.M., 01/14/2014 Standard Time at the insured's mailing address.

ITEM 3. COVERAGE

- A. **Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the states listed here: IL, MI, WI
- B. **Employers Liability Insurance:** Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$	500,000	each accident
Bodily Injury by Disease	\$	500,000	policy limit
Bodily Injury by Disease	\$	500,000	each employee
- C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except monopolistic states, Puerto Rico, the U.S. Virgin Islands, and states designated in Item 3. A. of the Information Page.
- D. This policy includes these endorsements and schedules:

DISCLOSR	(9/10)	WC000000B	(7/11)	WC000308	(4/84)	WC000414	(7/90)
WC000419	(1/01)	WC000421C	(9/08)	WC000422A	(9/08)	WC120306A	(7/11)
WC120601D	(7/11)	WC990603	(1/05)	AF-NTI21	(10/10)	WC000000B	(7/11)

ITEM 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

C L A S S I F I C A T I O N S

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

Minimum Premium	Deposit Premium	Total Estimated Annual Premium	Premium Adjustment Period:
			Annual - Reporting

INSURED COPY

Carrier Coverage Summary
Illinois Union Insurance Co.

Company: Illinois Union Insurance Company - AM Best Rating A+ XV

Coverage: Excess Insurance Policy - Follow-Form

Limits Of Insurance: \$2,000,000 Each Occurrence; Each Claim; Each Pollution Condition
\$2,000,000 General Aggregate
(other than Products/Completed Operations and Automobile Liability)
\$2,000,000 Products/Completed Operation Aggregate
Excess of the limits indicated in the Schedule of Underlying Coverage listed below

Rate: Flat / Non Auditable

Exposure Basis: \$4,500,000 (Estimated Revenue)

Insurance Company Forms:

ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement

ENV-5519 (09/04) - Earned Premium Endorsement - 25% Minimum Earned

ENV-8101 (09/04) - Claims-Made Endorsement

ENV-8102 (09/04) - Contractors Limitation Endorsement

ENV-8103 (09/04) - Discrimination Exclusion

ENV-8104 (09/04) - Drop-Down Exclusion Clause

ENV-8105 (09/04) - Employment Discrimination and Employment-Related Practices Exclusion

ENV-8106 (09/04) - Property Damage Exclusion - Real and Personal Property

ENV-8110 (12/08) - Amendment - Pay On Behalf Of

ENV-8111 (12-08) - Defense Expense Amendatory Endorsement - Follow-Form Excess

ENV-8112 (06-09) - Bankruptcy or Insolvency of Any Underlying Insurer

ENV-8114 (05/12) - Mold Exclusion - Follow Form Excess

ENV-9950 (01/08) - Exclusion of Certified Acts of Terrorism

FM101.0.302 (11/93) - Excess Insurance Policy

IL N 175 (11/11) - Illinois Notice to Policyholders Regarding The Religious Freedom Protection and Civil Union Act

TRIA15c (01/08) - Policyholders Disclosure Notice of Terrorism Insurance Coverage

XS-2X35c (11/11) - Service of Suit Endorsement - Illinois

Scheduled Underlying Coverage:

CGL, CPL, E&O	Illinois Union Insurance Company Policy No. G24322142 001
Automobile:	Ace American Insurance Company Policy No. H08454516 001
Employers Liability	Accident Fund General Insurance Company A- X with \$500,000/\$500,000/\$500,000 underlying limits Policy No. WCV 6071250 Policy Period: 01/14/2013-01/14/2014

Endorsement Terms and Conditions:

- ② ENV-8101 (09/04) - Claims-Made Endorsement - Carrier: Illinois Union Insurance Company; Coverage: Professional Liability; Retroactive Date: 9/22/2012

The bound coverage is subject to the receipt and satisfactory review of the following information within thirty (30) days unless otherwise noted:

1. updated 4 years of acceptable auto loss history ***By 04/19/2013***

Additional Terms and Conditions:

2. The producer shall be responsible for all applicable surplus lines filings and taxes.
3. Premium is due thirty (30) days from the effective date of coverage.
4. The proposed coverage shall be 25% minimum earned at inception.

Please be advised that we do not review Certificates of Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates to us for review or for our records. Authority is granted to you for the limited purpose of issuing **unmodified ACORD Certificates (ACORD 25)**. It is your responsibility to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificate is issued. **Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificate of Insurance (ACORD or other) is prohibited.** Certificates of Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds or loss payees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.