

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0135

Innoprise Contract #: C14-0066

Year: 2014

Amount: \$214,675.00

Department: PW - John Ingram

Contract Type: Small Construction/Installation

Contractors Name: HD Supply Waterworks, Ltd.

Contract Description: FlexNet Fixed Meter Reading
Sensus AMI Agreement



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



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

September 10, 2014

Mr. Jerry Plotke
HD Supply Waterworks
220 S. Westgate Drive
Carol Stream, Illinois 60188

RE: NOTICE TO PROCEED
FlexNet Fixed Meter Reading

Dear Mr. Plotke:

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 August 22, 2014.

Please contact John Ingram at 708-403-6104 with regard to this project.

The Village has processed Purchase Order #14-002195 for this contract and emailed this to your company. I have included a copy for reference. 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.

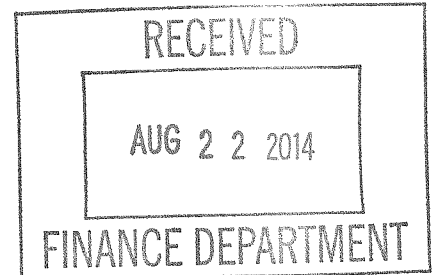
For your records, I have enclosed one (1) original executed contract dated July 28, 2014 in an amount not to exceed Two Hundred Fourteen Thousand Six Hundred Seventy-Five and No/100 (\$214,675.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

Encl:
CC: John Ingram
Napoleon Haney

VILLAGE OF ORLAND PARK
FlexNet Fixed Meter Reading
(Contract for Small Construction or Installation Project)



This Contract is made this **28th day of July, 2014** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and HD Supply Waterworks, Ltd. (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 Proposal submitted by Contractor on April 2, 2014 to the extent it does not conflict with this contract.

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:

Installation of the FlexNet Fixed Meter Reading System fully supported by HD Supply Waterworks/Sensus, which includes:

- Two (2) Sensus Model M50 2-way Tower Basestation located on Tower #1 (179th & Wolf Rd) and Tower #4 (88th Ave & Golfview Dr. - \$45,500 each
- One (1) Sensus Remote 2 Repeater (if necessary, additional repeaters shall be installed at Sensus' expense)- \$10,375
- One (1) Sensus RNI 2-way Regional Network Interface up to 25K services including Meter Data Management (MDM) Logic Software - \$65,950
- Two (2) days of onsite Factory Training - \$6,350
- Five (5) Year Support Logic Software up to 25K services - \$41,000

The VILLAGE shall provide electric to Basestation/remote, communication link between Basestation/remote to RNI, and software interface to the billing system.

(hereinafter referred to as the "WORK") as described in the CONTRACTOR'S Proposal 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: an amount not to exceed Two Hundred Fourteen Thousand Six Hundred Seventy-Five and No/100 (\$214,675.00) Dollars

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

SECTION 3: ASSIGNMENT: 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 14 weeks from Notice to Proceed date, or December 1, 2014, whichever occurs first (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 defend, 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: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended 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 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:

Jerry Plotke, Meter Systems Manager
HD Supply Waterworks
220 S. Westgate Drive
Carol Stream, Illinois 60188
Telephone: 708-774-8024
Facsimile:
e-mail: jerry.plotke@hdsupply.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.

SECTION 9: 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 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: 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: 8/28/14

FOR: THE CONTRACTOR

By: 

Print name: THOMAS L WHALSH JR

Its: DISTRICT MGR

Date: 08/08/14

THE ADDENDUM TO CONTRACT IS ATTACHED
HERE TO AND INCORPORATED BY REFERENCE
AS THOUGH FULLY SET FORTH HEREIN.

 08/08/14

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and HD SUPPLY WATERWORKS (the "CONTRACTOR") for FlexNet Fixed Meter Reading (the "WORK") dated July 28, 2014 (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 seq.*) 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 Terms and General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 Accepted Proposal as it conforms to the VILLAGE's requirements
- .5 The Proposal submitted by Contractor on April 2, 2014 to the extent it does not conflict with this contract.
- .6 Specifications and Drawings, if any

- .7 Village of Orland Park required Certifications
- .8 Certificates of Insurance
- .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 Sub-subcontractors.

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.

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 non-contributory 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 Worker's Compensation: 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 defend, 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 – not applicable

~~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. New Requests for Proposals must be issued by the Village as required by law for any change increasing the original Contract Sum by fifty percent (50%) or more.

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.

ADDENDUM TO CONTRACT

This Addendum to Contract is entered into by and between the Village of Orland Park (hereinafter "VILLAGE") and HD Supply Waterworks, Ltd. (hereinafter "CONTRACTOR") for the purpose of amending and modifying that certain Contract dated July 28, 2014; FlexNet Fixed Meter Reading (hereinafter "Agreement"). It is the express intention of the parties that, to the extent of the terms of this Addendum only, this Addendum shall supersede and control over the terms of the Agreement and any prior addenda thereto. Acceptance of the Agreement by CONTRACTOR is made expressly conditioned on assent by VILLAGE to the additional or different terms.

The Agreement is hereby modified as follows:

(Contract for Small Construction or Installation Project)

1. SECTION 2: SCOPE OF THE WORK AND PAYMENT:

TOTAL: At the end of this paragraph, after the words, "written consent of the VILLAGE" insert the following, "Notwithstanding anything contained in any bid or contract documents to the contrary, the parties expressly agree that this is a unit price order and not a lump sum pricing agreement. Materials will be invoiced to VILLAGE and VILLAGE agrees to pay CONTRACTOR based on the actual quantity of materials ordered and released by VILLAGE and delivered by CONTRACTOR at the unit prices and subject to the terms contained in CONTRACTOR'S quotation."

- 2. SECTION 5: INDEMNIFICATION AND INSURANCE:** On line 3, insurance the words "actual and direct" before the word, "lawsuits." Also on line 3, insert the word, "reasonable" before the word "attorneys'." On line 6, insert the word, "negligent" before the word, "act." On line 7, insert the word, "negligent" before the word, "performance." Also on line 7, delete the phrase, "of any of the provisions of the CONTRACT DOCUMENTS" and replace with the phrase, "of the CONTRACTOR." On line 9, after the word, "copyright" insert the following, "only to the extent the materials are used in a manner consistent with manufacturer recommendations, but except (1) when arising from designs or specifications furnished by VILLAGE or others; or (2) to the extent the materials are used in conjunction with other materials when the combination of CONTRACTOR'S materials with other materials infringes on any proprietary rights as specified above and such combination is the basis of the claim."

- 3. SECTION 6: COMPLIANCE WITH LAWS:** At the end of line 1, after the word, "all" insert the word, "applicable."

Terms and General Conditions for the Contract

4. ARTICLE 1: DUTIES OF THE PARTIES

1.2 CONTRACTOR'S RIGHTS AND DUTIES.

Subparagraph 1.2.4. On line 3, delete the words, "after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater" and replace with the words, "from delivery to VILLAGE." At the end of this paragraph, insert the following, "Notwithstanding anything contained herein to the contrary, the

manufacturer's warranty only shall apply to all materials purchased by VILLAGE hereunder. VILLAGE acknowledges that CONTRACTOR is a distributor of materials only, and therefore offers no additional warranties. CONTRACTOR SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall CONTRACTOR be liable for any indirect, incidental, special, exemplary or consequential damages of any kind."

Subparagraph 1.2.7. On line 1, after the word, "all" insert the word, "applicable."

5. ARTICLE 3: PAYMENTS AND COMPLETION

Subparagraph 3.1. Delete this subparagraph in its entirety and replace with the following: "Contractor will submit with each Application for Payment, a conditional lien waiver."

6. ARTICLE 11: INSURANCE AND INDEMNIFICATION

Subparagraph 11.1.1. On line 12, delete the words, "thirty (30) days prior written notice of any change in, or cancellation of required insurance policies" and replace with the words, "endorsement to provide advanced notice of cancellation based on state guidelines."

Subparagraph 11.2.1. At the beginning of line 3, insert the words, "actual and direct" before the word, "lawsuits." Also on line 3, insert the word, "reasonable" before the word, "attorneys'." On line 6, insert the word, "negligent" before the word, "act." On line 7, after the words, "out of, or" delete the word, "in" and replace with the words, "the negligent." Also on line 7, delete the words, "of any of the provisions of the CONTRACT DOCUMENTS" and replace with the words, "of the CONTRACTOR." On line 9, after the word, "copyright" insert the following, "only to the extent the materials are used in a manner consistent with manufacturer recommendations, but except (1) when arising from designs or specifications furnished by VILLAGE or others; or (2) to the extent the materials are used in conjunction with other materials when the combination of CONTRACTOR'S materials with other materials infringes on any proprietary rights as specified above and such combination is the basis of the claim."

Except as specifically amended in this Addendum, the Agreement and all prior addenda thereto shall remain in full force and effect.

VILLAGE:

VILLAGE OF ORLAND PARK

By: 

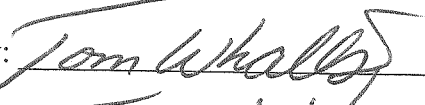
Name: Paul G. Grimes
Title: Village Manager

Title: _____

Date: 8/28/14

CONTRACTOR:

HD SUPPLY WATERWORKS, LTD.

By: 

Name: THOMAS L. WHALLS JR

Title: DISTRICT MGR

Date: 08/08/14

HD Supply Waterworks, Ltd. is owned by the following:

HD Supply Waterworks Group, Inc. (99% owner)

Address: 3100 Cumberland Blvd, Suite 1700, Atlanta, GA 30339

and

HD Supply GP & Management, Inc. (1% owner)

Address: 3100 Cumberland Blvd, Suite 1700, Atlanta, GA 30339



April 2, 2014

Village of Orland Park
Public Works Department
15655 Ravinia Avenue
Orland Park IL 60462

Attn: Mr. John Ingram-Infrastructure Maintenance Director
Attn: Mr. Doug Medland-Utility Foreman

Subject: Quotation Sensus M50 Basestation, RNI with Logic Software and Hosting Services

Sensus FlexNet M50 Basestation

(2) Sensus Model M50 Two Way Tower Basestation	<u>\$45,500.00</u> ea.net	x2
* (1) Sensus Remote 2 Repeater	<u>\$10,375.00</u> ea.net	✓
(1) Sensus RNI Two Way Regional Network Interface up to 25K services including Meter Data Management (MDM) Logic Software	<u>\$65,950.00</u> ea.net	✓
(1) ALT. VM Pricing incuding Meter Data Management (MDM) Logic Software.	<u>\$56,950.00</u> ea.net	
(1) Training (2 days onsite Factory Training)	<u>\$6,350.00</u> ea.net	✓
(1) Trimble Programmer Model 900LE	<u>\$4,350.00</u> ea.net	
(1) Command Link	<u>\$500.00</u> ea.net	

Extended Warranties and Maintenance

(2) Annual Infrastructure Maintenance Agreement	<u>\$2,000.00</u> per M50	
(1) Annual Support Logic Software up to 25K services.	<u>\$12,750.00</u> per yr.	
Optional 5 Year Support Logic Software up to 25K services.	<u>\$41,000.00</u> lump sum	✓

Optional AMI Hosting (SaaS) and Support Services

(1) Implementation Fee includes set up and configuration.	<u>\$15,000.00</u> ea. net
(1) Annual Hosting Fee up to 5K Services (Year 1)	<u>\$17,650.00</u> per yr.
(1) Annual Hosting Fee up to 10K Services (Year 2)	<u>\$21,150.00</u> per yr.
(1) Annual Hosting Fee up to 15K Services (Year 3)	<u>\$25,895.00</u> per yr.
(1) Annual Hosting Fee up to 25K Services (Year 4-5)	<u>\$29,550.00</u> per yr.
(2) Annual Infrastructure Maintenance Agreement	<u>\$1,500.00</u> per M50
(1) Training (2 days onsite Factory Training)	<u>\$6,350.00</u> ea.net
(1) Additional Seat Licenses (5 Seat Licenses)	<u>\$1,150.00</u> ea.net

** Propagation study determined Two (2) M50 Basestations required, outside smartpoints.*

** Remote Repeater priced as part of infrastructure. System deployment will determine if required.*

** Basestation/Remote Pricing includes installation and startup.*

** Pricing and installation does not include communication link between*

Basestation/Remote to (RNI). Utility responsible to provide electric to Basestation/Remote.

** Pricing does not include software interface to billing system.*

** Hosting Fee requires 60 month commitment.*

** Hosting Services does not require purchasing of RNI or annual Logic support.*

** VM Services. See attached SOW for services provided.*

Our terms of payment are net thirty (30) days. Delivery can be made from stock four (12) weeks after receipt of your purchase order. Pricing on AMI support and services good for 5 years.

We appreciate your inquiry and trust that our product, prices and service will meet with your approval.

Sincerely,

Jerry Plotke
Meter Systems Manager

BUSINESS ORGANIZATION:

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

X 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.

_____ Corporation: State of Incorporation: _____

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.

HD SUPPLY WATERWORKS LTD
Business Name

(Corporate Seal)

Tom Whall Jr
Signature

THOMAS L WHALL JR
Print or type name

DISTRICT MGR
Title

08/08/14
Date

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, THOMAS L WHALLS JR, being first duly sworn certify and say

that I am CHICAGO DISTRICT MANAGER
(insert "sole owner," "partner," "president," or other proper title)

of HD SUPPLY WATERWORKS, LTD, 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.

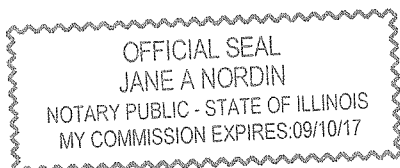
Tom Whalls
Signature of Person Making Certification

Subscribed and Sworn To

Before Me This 8th Day

of August, 20 14

Jane A. Nordin
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 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:

NAME: Thomas L Whalus Jr

SIGNATURE: Tom Whalus

WITNESS: KEITH LAURENCE

DATE: 08/08/14

**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 filing false records is a Class B Misdemeanor.

Contractor:

By: _____

(Authorized Officer)

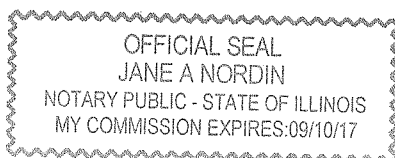
Subscribed and Sworn To

Before Me This 8th Day

of August, 2014

Jane A. Nordin

Notary Public



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

THOMAS L WHALLS JR having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

HD SUPPLY WATERWORKS LTD having submitted a proposal for:
(Name of Company)

FLEXNET FIXED METER READING
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - 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
 - 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.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that ALL EMPLOYEE DRIVERS is/are currently participating in a
(Name of employee/driver or "all employee drivers")

drug and alcohol testing program pursuant to the aforementioned rules.

(Check either 4A or 4B, depending upon which certification is correct.)

- ☒ 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 has provided a written copy thereof to the Village of Orland Park; OR *Rec'd - OK*
- ☐ 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).

By: Tom Whalls
(Officer or Owner of Company named above)

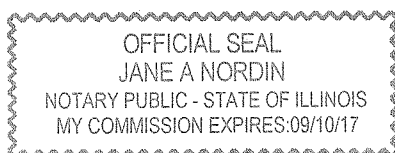
Subscribed and Sworn To

Before Me This 8th Day

of August, 2014,

Jane A. Nordin

Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2014

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
MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30305
Attn: HDsupply.certrequest@marsh.com or fax 212.948.1142
775978-HD-GAWX-13-14 SUPPL

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURED
HD SUPPLY, INC.
CUMBERLAND CENTER II
3100 CUMBERLAND BOULEVARD
ATLANTA, GA 30339

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Illinois National Insurance Company	23817
INSURER B :	New Hampshire Ins Company	23841
INSURER C :	Great American Assurance Co	26344
INSURER D :	National Union Fire Ins Co Pittsburgh PA	19445
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

ATL-002799087-16

REVISION NUMBER: 2

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 SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		GL 5302603	08/30/2013	08/30/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
D B D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		CA 6403848 (AOS) CA 6403849 (MA) CA 6403850 (VA)	08/30/2013 08/30/2013 08/30/2013	08/30/2014 08/30/2014 08/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Self Insured Phy Dmg \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000		UMB4647604	08/30/2013	08/30/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B D A B	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	WC 079331602 (AOS) WC 079331603 (CA) WC 079331604 (FL) WC 079331608 (MA, WI & MONO EL)	08/30/2013 08/30/2013 08/30/2013 08/30/2013	08/30/2014 08/30/2014 08/30/2014 08/30/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED(S) IF REQUIRED BY WRITTEN CONTRACT ON THE ABOVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THIS INSURANCE IS PRIMARY AND NONCONTRIBUTING ONLY IF REQUIRED BY WRITTEN CONTRACT, WITH RESPECTS TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY. A WAIVER OF SUBROGATION IN FAVOR OF ADDITIONAL INSURED IS INCLUDED ON THE ABOVE GENERAL LIABILITY AND WORKERS' COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

VILLAGE OF ORLAND PARK
14700 S. RAVINIA AVE
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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

AGENCY CUSTOMER ID: 775978

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Carriers Continued:

Carrier: New Hampshire Insurance Company
 Policy #: WC 079331605
 Effective Dates: 08/30/2013 - 08/30/2014
 Workers Compensation Limits: Statutory
 EL Each Accident - \$1,000,000
 EL Disease - Policy Limit - \$1,000,000
 EL Disease - Each Employee - \$1,000,000
 States Covered: AK, AZ, GA, VA

Carrier: New Hampshire Insurance Company
 Policy #: WC 079331606
 Effective Dates: 08/30/2013 - 08/30/2014
 Workers Compensation Limits: Statutory
 EL Each Accident - \$1,000,000
 EL Disease - Policy Limit - \$1,000,000
 EL Disease - Each Employee - \$1,000,000
 States Covered: IL, KY, NC, NH, UT, VT

Carrier: New Hampshire Insurance Company
 Policy #: WC 079331607
 Effective Dates: 08/30/2013 - 08/30/2014
 Workers Compensation Limits: Statutory
 EL Each Accident - \$1,000,000
 EL Disease - Policy Limit - \$1,000,000
 EL Disease - Each Employee - \$1,000,000
 States Covered: NJ, PA

*****HD SUPPLY INSURED*****

HD Supply, Inc. Entity List

HDS Holding Corporation
 HD Supply, Inc.
 HD Supply Holdings, LLC
 HD Supply GP & Management, Inc.
 HD Supply Management, Inc.
 HD Supply Support Services, Inc.
 Brafasco Holdings II, Inc.
 Brafasco Holdings, Inc.
 LBM Holdings, LLC.
 Creative Touch Interiors, Inc.
 HD Supply Interior Solutions
 HD Supply Canada Inc.
 HD Supply Industrial Solutions

AGENCY CUSTOMER ID: 775978

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

HD Supply Charitable Fund, Inc.
 HD Supply Construction Supply Group, Inc.
 HD Supply Construction Supply, Ltd.
 HD Supply Construction & Industrial
 HD Supply Distribution Services, LLC
 HD Supply Hardware Solutions
 HD Supply Facilities Maintenance Group, Inc.
 HD Supply Facilities Maintenance, Ltd.
 HD Supply Facilities Maintenance
 HD Supply Multifamily Solutions
 HD Supply Maintenance Solutions
 HD Supply Hospitality Solutions
 HD Supply Healthcare Solutions
 HD Supply Government Solutions
 HDS Power Solutions, Inc.
 HD Supply Power Solutions Group, Inc.
 HD Supply Repair & Remodel, LLC
 HD Supply Home Improvement Solutions
 Contractor's Warehouse
 HD Supply Utilities Group, Inc.
 HD Supply Power Solutions, Ltd.
 HD Supply Power Solutions
 HD Supply Waterworks Group, Inc.
 HD Supply Waterworks, Ltd.
 HD Supply Waterworks
 HD Supply Fire Protection
 HD Supply Fusible Piping
 HD Builder Solutions Group, LLC
 HDS IP Holding, LLC
 HSI IP, Inc.
 HD Supply Panama, S.A
 NHDSA LLC
 NHDSA Holding, LLC
 ProValue, LLC
 White Cap Construction Supply, Inc.
 HD Supply International Holdings, Inc.
 HD Supply International Holdings II, LLC
 HD Supply (Hong Kong) Limited
 HD Supply India Private Limited
 HD Supply (Shenzhen) Company Limited
 Pro Canadian Holdings I, ULC
 Solbelt Supply Southwest, S.A. de C.V.
 HD Supply FM Services, LLC



**BILL TO:
VILLAGE OF ORLAND PARK**

14700 RAVINIA AVENUE
ORLAND PARK, IL 60462

PHONE: 708-403-6100
FAX: 708-403-9212

PURCHASE ORDER

No. 14-002195

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES, SHIPPING
DOCUMENTS AND CORRESPONDENCE
RELATED TO THIS PURCHASE.

PURCHASE ORDER DATE: 08/04/2014

VENDOR: HD Supply Waterworks
P.O. Box 91036
Chicago, IL 60693-1036

SHIP TO: Village of Orland Park
Not Applicable
Orland Park, IL 60462

VENDOR NO.		VENDOR PHONE NO.		VENDOR FAX NO.		CONTRACT NO.		TERMS		BUYER		
1898		(630) 665-1800		(815) 469-1218		C14-0066		NET30		Cynthia Pietrucha		
CONFIRM TO						DELIVER BY		REQUISITION NO		REQUISITIONED BY		
						05/29/2014		R14-001813		Napoleon Haney		
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION						UNIT COST		EXTENDED COST	
1	1.00	DL	Sensus FlexNet (RNI Network Interface) 031-1400-470420						\$65,950.00		\$65,950.00	
2	1.00	DL	Sensus FlexNet (5 Year Support Plan) 031-1400-470420						\$41,000.00		\$41,000.00	
3	1.00	DL	Sensus FlexNet (Two -2- day on-site training) 031-1400-470420						\$6,350.00		\$6,350.00	
4	1.00	DL	Sensus FlexNet (Two -2- Base Stations) 031-1400-470410						\$91,000.00		\$91,000.00	
5	1.00	DL	Sensus FlexNet (Repeater) 031-1400-470410						\$10,375.00		\$10,375.00	
								TOTAL		\$ 214,675.00		

TAX EXEMPTION NO. E9998-1807-06

SUBMIT INVOICES ELECTRONICALLY TO:

accountspayable@orland-park.il.us

By: _____

Cynthia Pietrucha