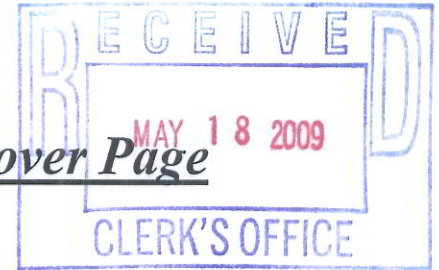


Clerk's Contract and Agreement Cover Page



Year: 2009

Legistar File ID#: 2009-0186

Multi Year:

Amount \$14,300.00

Contract Type:

Small Construction/Inst

Contractor's Name:

Environmental Protection Industries (EP

Contractor's AKA:

EPI

Execution Date:

5/7/2009

Termination Date:

8/31/2009

Renewal Date:

Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description:

Asbestos Survey and Demolition of Home at 13550
86th Ave, Orland Park

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

May 18, 2009

Mr. John Best, Jr.
Environmental Protection Industries
16650 South Canal
South Holland, Illinois 60473

RE: *NOTICE TO PROCEED*
Asbestos Survey and Demolition of Home at 13550 86th Avenue, Orland Park, IL

Dear Mr. Best:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of May 8, 2009.

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

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated May 7, 2009 in an amount not to exceed Fourteen Thousand Three Hundred and No/100 (\$14,300.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec
Judy Konow

VILLAGE OF ORLAND PARK
Asbestos Survey and Demolition of Home at 13550 86th Avenue
(Contract for Small Construction or Installation Project)

This Contract is made this 7th day of May, 2009 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Environmental Protection Industries (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 Conditions pertaining to the Contract

The Proposal submitted by Contractor on March 31, 2009, to the extent it does not conflict with this contract.

All Certifications required by the VILLAGE

Certificates of Insurance

~~Performance and Payment Bonds required by the VILLAGE~~

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

Asbestos Survey

- The Asbestos Survey will be performed in accordance with all State and Federal regulations.
- The sampling will be conducted by an Illinois Department of Public Health (IDPH) licensed inspector and in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP).
- The proposal includes sampling and testing, by Polarized Light Microscopy (PLM) and dispersion staining analysis methods USEPA 6001R-93/116.

- The testing will be performed by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.
- The Asbestos Survey will consist of sampling suspect asbestos-containing materials throughout the site building, in accessible areas.
- Three samples of each homogeneous suspect material identified will be collected for PLM testing.
- Occupational Safety and Health Act (OSHA), IDPH, and Environmental Protection Agency (EPA) standards requiring multiple sampling will be followed.
- This proposal includes up to sixty (60) samples.

It should be noted that if materials are positive for asbestos content using the PLM method and are around 1 to 2%, additional testing may be warranted to determine if this material is actually less than 1% asbestos and can be left in place as demolition debris. Additional testing will only be performed following client authorization and the cost for each additional sample will be \$100.00/sample.

Demolition

- Environmental Protection Industries, Inc. (EPI) proposes to provide all supervision, manpower and equipment to demolish the existing residential dwelling.
- Concrete slabs, foundations, crawl spaces and footings will be removed (including restoration of established grade).
- All applicable utilities will be disconnected. Sewer and water disconnects will not be performed at the "mains." These disconnections will be performed at the property line, junction or Buffalo box.
- Silt fencing will be installed around the perimeter of the property (~41 0 feet).
- Upon completion, the site will be left in a clean and safe condition.

(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

Asbestos Survey:	\$ 950.00
Demolition Activities:	\$11,750.00
Sewer and Water Disconnects (Buffalo Box)	\$ 1,100.00
Silt Fencing	\$ 500.00

TOTAL: an amount not to exceed Fourteen Thousand Three Hundred and No/100 (\$14, 300.00) 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 by August 31, 2009, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
John A. Best, Manager of Assessments
Environmental Protection Industries
16650 South Canal
South Holland, IL 60473
Telephone: 708-225-1115
Facsimile: 708-225-1117
e-mail: JBEST@environmental-epi.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 8: 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 9: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 10: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

By: 

Print name: PAUL G. GRIMES

Its: Village Manager

Date: 5/12/09

FOR: THE CONTRACTOR

By: 

Print name: JOHN BEST

Its: MANAGER OF ASSESSMENTS

Date: 5/7/09

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and ENVIRONMENTAL PROTECTION INDUSTRIES (EPI) (the "CONTRACTOR") for the home demolition at 13550 86th Avenue, Orland Park, IL (the "WORK") dated May 7, 2009 (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 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 March 31, 2009 to the extent it does not conflict with this contract.
 - .6 Specifications and Drawings, if any
 - .7 Required Certifications
 - .8 Required Certificates of Insurance

~~.9 Required Performance and Payment Bonds~~

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

connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

~~12.1 The Contractor shall furnish Performance and Payment Bonds acceptable to the Village in the full amount of the Contract. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.~~

ARTICLE 13: EXECUTION OF CONTRACT

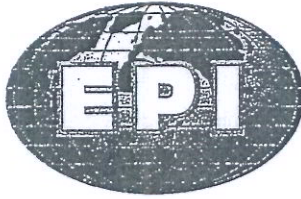
13.1 Execution of the Contract between Village and Contractor is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the Work must be approved by the Village in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the Village or its designee finding that the change was not reasonably foreseeable at the time the contract was signed, the change is germane to the Contract or the change is in the best interest of the Village. 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.



ENVIRONMENTAL PROTECTION INDUSTRIES

March 31, 2009

Mr. Frank Stec
Director of Parks & Building Maintenance
Village of Orland Park
14650 Ravinia Avenue
Orland Park, Illinois 60462

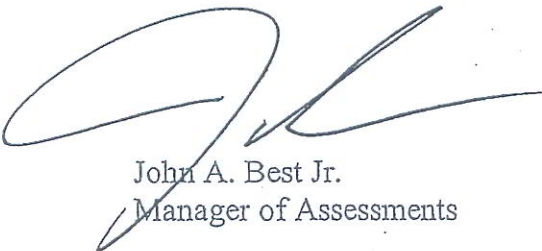
RE: Asbestos Survey & Demolition Proposal
13550 86th Avenue
Orland Park, Illinois
EPI Proposal No. 09-185

Dear Mr. Stec:

Environmental Protection Industries, Inc. (EPI) respectfully submits the following proposal to an Asbestos Survey and to demolish and remove the existing structure at the above referenced site.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,
Environmental Protection Industries, Inc.



John A. Best Jr.
Manager of Assessments

cc: Michael Musa

Enclosure



Asbestos Survey & Demolition Proposal
13550 86th Avenue
Orland Park, Illinois
EPI Proposal No. 09-185
March 31, 2009

Scope of Work

Asbestos Survey

The Asbestos Survey will be performed in accordance with all State and Federal regulations. The sampling will be conducted by an Illinois Department of Public Health (IDPH) licensed inspector and in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP). The proposal includes sampling and testing, by Polarized Light Microscopy (PLM) and dispersion staining analysis methods USEPA 600/R-93/116. The testing will be performed by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory. The Asbestos Survey will consist of sampling suspect asbestos-containing materials throughout the site building, in accessible areas.

Three samples of each homogeneous suspect material identified will be collected for PLM testing. Occupational Safety and Health Act (OSHA), IDPH, and Environmental Protection Agency (EPA) standards requiring multiple sampling will be followed. This proposal includes up to sixty (60) samples. The cost to perform the work described herein is **\$950.00**.

It should be noted that if materials are positive for asbestos content using the PLM method and are around 1 to 2%, additional testing may be warranted to determine if this material is actually less than 1% asbestos and can be left in place as demolition debris. Additional testing will only be performed following client authorization and the cost for each additional sample will be \$100.00/sample.

Demolition

Environmental Protection Industries, Inc. (EPI) proposes to provide all supervision, manpower and equipment to demolish the existing residential dwelling. Concrete slabs, foundations, crawl spaces and footings will be removed (including restoration of established grade).

All applicable utilities will be disconnected. Sewer and water disconnects will not be performed at the "mains." These disconnections will be performed at the property line, junction or Buffalo box.

Silt fencing will be installed around the perimeter of the property (~410 feet).

Upon completion, the site will be left in a clean and safe condition.



Assumptions

- 1) Provide, erect, and maintain through the duration of the demolition project, all required OSHA-compliant hand rails, and any other safety devices necessary to protect EPI employees and any authorized 3rd party entrant from injury.
- 2) Demolish and completely remove the above-captioned buildings, including slab and footings to a depth of five (5) feet below grade.
- 3) Load, haul and legally dispose of all building components and other material generated in the course of the subject demolition, in compliance with all local, state, and federal regulations.
- 4) Schedule work between the hours of 7:00 am and 4:30 pm on a single shift basis 5 days a week.
- 5) Includes all required demolition permits, and the cut-off and capping of one water service and one sewer service.
- 6) .

Exclusions

- 1) The identification, marking, or rerouting of onsite utilities which must remain live during demolition.
- 2) Handling, removal, or disposal of any asbestos containing material, hazardous, toxic, controlled/regulated, or personal rubbish waste remaining in the building.
- 3) Safety fencing barricades required for the above-referenced area.
- 4) Payment of any unpaid utility bills.
- 5) Due to the weight of equipment and trucks, EPI shall not be held responsible for any damage that may occur to sidewalks, curbs, driveways, asphalt, or concrete pavement designed to remain. EPI will take caution to keep any such damages to a minimum.
- 6) Repair or replacement of any undisclosed utilities which may be encountered

Proposed Cost

EPI proposes to perform the above described work as detailed below:

ASBESTOS SURVEY	\$950.00
DEMOLITION ACTIVITIES:	\$11,750.00
SEWER & WATER DISCONNECTS (BUFFALO BOX)	\$1,100.00
SILT FENCINIG	\$500.00
<hr/>	
TOTAL	\$14,300.00

It should be noted that if materials are positive for asbestos content using the PLM method and are around 1 to 2%, additional testing may be warranted to determine if this material is actually less than 1% asbestos and can be left in place as demolition debris. This is done to minimize the materials that would require being removed as "Asbestos" waste. Additional testing will only be performed following client authorization and the cost for each additional sample will be \$100.00/sample.



Terms and Conditions

The contract amount will be invoiced on a periodic basis to be agreed upon, and payment is due in accordance with the general Terms and Conditions of this proposal.

See attached General Terms and Conditions.



Agreement

Asbestos Survey & Demolition Proposal No. 09-185
13550 86th Avenue
Orland Park, Illinois
March 31, 2009

The undersigned authorizes EPI to perform the Scope of Work selected below and identified in this proposal. The undersigned represents and warrants that he/she is fully authorized to execute this Agreement on behalf of the company, corporation, partnership, or legal entity or themselves, as the case may be; that they have read and understood this document, all attached documents, and all documents incorporated by reference; and that he/she intend the company, corporation, partnership, legal entity, or themselves, as the case may be, to be legally bound by the same.

Date: 5/12/09

Signature: 

Name: Paul Grimes

Title: Village Manager

Company: Village of Orland Park



Terms and Conditions

The Client authorizes EPI to perform the Scope of Work described herein (Contract/Proposal #09-185). The Client agrees that "Proposal" means this document and the Terms and Conditions described herein, together with all documents attached hereto and all documents incorporated by reference, and that such documents constitute the entire Proposal. The documents are intended to be construed consistently and as a whole, and anything that is required by one document shall be deemed to be required by all.

All changes in the Scope of Work, including increases and decreases thereto, must be set forth in written Change Orders accepted by both the Client and EPI. The Client shall approve or disapprove any Change Order proposed by EPI within two (2) business days of receipt of same. EPI's tender of the Change Order and the Client's response may be made by telefax.

Client shall pay all applicable federal, state and municipal taxes, including any state late registration fees for existing unregistered tanks. EPI can not begin or perform any work until all required permits have been secured. Client is required to provide a plat of survey and/or site drawing for the purposes of securing permits, if required. The costs of any surety, performance bonds or any special insurance that may be required is not included in this contract.

This proposal is based upon normal soil conditions. In the event any underground structures, including but not limited to rubble, gas lines, poles, cables, conduit, catch basins, tanks, rock, water, frost, running sand, sewers, drain tiles, contaminated materials or any unforeseen or unmarked conditions are encountered, or damaged; and as a result, there is a delay in the job progress, or additional costs or labor are incurred, such costs and expenses will be billed by EPI as an extra to the contract. EPI will not be held liable or responsible for any damage to any underground structure as described above. Restoration of this damage will be the responsibility of the Client. Client agrees that EPI shall not be held responsible or liable for any consequential damages or losses caused as the result of any of the conditions listed above and these will be the responsibility of the Client. Excavations left open during project work will be barricaded by EPI. Client agrees to accept all responsibility for and defend, protect and indemnify EPI from any and all claims or actions as a result of injury, death or accidents due to open excavations.

This contract is based upon a "No Water" condition, unless discussed and described elsewhere in the document. Client acknowledges that the presence of water in tanks or excavations may require removal. Water encountered that requires removal to complete the Scope of Work not already accounted for in this contract will be charged as an extra.

All prices contained herein are based upon "No Frost" conditions unless specifically stated otherwise. Any delays in the progress of the project caused by frost conditions in electrical conduits, piping, soil to be excavated or to be stored above grade for use as backfill or for disposal shall be billed as an extra.



Third Party Beneficiaries – No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Force Majeure - Costs and schedule commitments shall be subject to negotiation for delays caused by Client's failure to provide information or access to the site as required, the Client's failure to timely respond to a Change Order request, or for delays caused by changes in the waste stream, unforeseen conditions at the site, unpredictable occurrences of force majeure events, such as fire, floods, strikes, riots, unavailability of labor or materials or services, bad weather, or action, inaction, or regulations of any governmental agency. Work stoppage or interruption caused by any of the above that result in additional cost and time to complete the Scope of Work, beyond that set forth in the Proposal, entitles EPI to an adjustment, by Change Order, to the cost and work schedule.

EPI guarantees workmanship for the project for a period of one year from the start of the project. The equipment furnished in this proposal is subject to the manufacturer's warranty. These warranties are passed from EPI to the Client, based upon the manufacturer's policy.

For performance of the services provided for herein, EPI shall be compensated by the Client upon receipt of invoice and/or as described elsewhere in the Proposal document. The Client understands that the fee is not contingent upon the closing of a transaction or the ability to receive financing for the property. Payment for services is not contingent upon reimbursement from any local, state or federal program, and EPI does not guarantee full reimbursement under any program. ~~Unpaid balances shall be subject to interest at the rate of 1.5% per month, or the maximum permissible under state law, whichever is less, commencing thirty (30) days from the invoice date.~~ The Client agrees to reimburse EPI for any reasonable collection fees including administrative and attorney's fees that EPI may incur in collecting its fees and expenses. dd

Client agrees to indemnify and hold harmless EPI, its agents, officers, employees, and its subcontractors, and assigns, from any and all claims, suits and causes of action relating in any way to loss, damage, injury and/or death to persons and property on or about the job site caused in whole, or in part, by the negligent, willful or intentional acts of the Client, its representatives, agents and employees or the property owner. EPI agrees to indemnify and hold harmless Client from all claims as described above where the claim arises out of the negligent, willful or intentional acts of EPI.

Should the Proposal be accepted and the project canceled after it is initiated, the project will be billed on a percentage completed basis, and the information collected will be submitted to the Client, upon request.

This Proposal is active for 30-60 days.

BUSINESS ORGANIZATION:

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

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

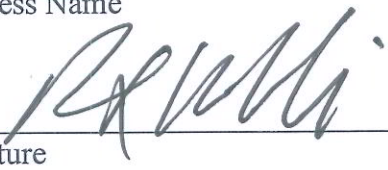
X Corporation: State of Incorporation: Illinois

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

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

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Environmental Protection Industries, INC
Business Name (Corporate Seal)


Signature

Robert Mankowski
Print or type name

Vice President
Title

5/7/09
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Robert Monkowski, being first duly sworn certify and say

that I am Vice President
(insert "sole owner," "partner," "president," or other proper title)

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



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 7 Day
of May, 2009.

Anne J. Kilday
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:

BY: Robert Mankowski

ATTEST: [Signature]

DATE: 5/7/09

**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:

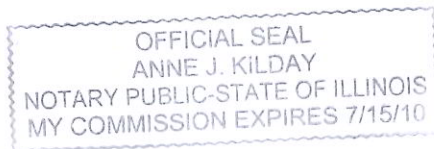
By: _____

PK Mdi
(Authorized Officer)

Subscribed and Sworn to
before me this 7 day
of May, 2009

Anne J. Kilday

Notary Public



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

Robert Mankowski, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

Environmental Protection Industries, having submitted a proposal for:
(Name of Company)

Asbestos Survey/Demolition 13350 86th Ave Orland Park
(PROJECT)

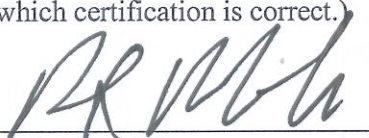
to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

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.

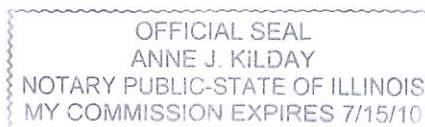
- 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; **OR**
- 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: 
(Officer or Owner of Company named above)

Subscribed and sworn to Before me
this 7 day of May, 2009.


Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Robert Mankowski, having been first duly sworn depose and state as follows:

I, Robert Mankowski, am the duly authorized agent for Environmental Protection Industries, which has submitted a bid to the Village of Orland Park for

Asbestos/Demo 13550 86th Ave and I hereby certify

(Name of Project)

that Environmental Protection Industries, Inc

(Name of Company)

participates in apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training.

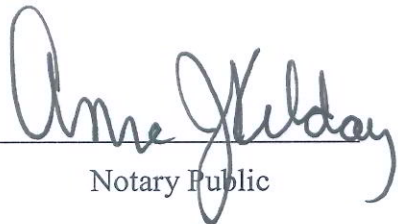
By: 

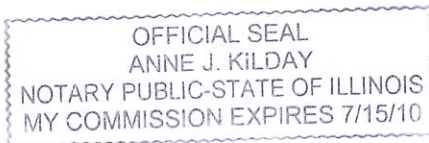
Title: Vice President

Subscribed and Sworn to

Before me this 7th

Day of May, 2009


Notary Public



REFERENCES

(Please type)

ORGANIZATION Pacific Construction
ADDRESS 4700 N. Ravenswood
CITY, STATE, ZIP Chgo, IL 60640
PHONE NUMBER 773-290-1600
CONTACT PERSON Karl EK
DATE OF PROJECT 2007-2009

ORGANIZATION Texor Petroleum
ADDRESS 3340 S. Harlem
CITY, STATE, ZIP Riverside, IL 60546
PHONE NUMBER Phil Dittamore
CONTACT PERSON 708-447-1999
DATE OF PROJECT 2000-2009

ORGANIZATION Preferred Development Inc
ADDRESS 141 W. Jackson Blvd #3540
CITY, STATE, ZIP Chgo, IL 60604
PHONE NUMBER 312-327-2700
CONTACT PERSON Adam Keyser
DATE OF PROJECT 2005-2009

Bidder's Name: Environmental Protection Industries
Signature & Date: [Signature] 5-7-09 5/7/09

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

PROFESSIONAL LIABILITY

~~\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date & Deductible~~

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

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

ACCEPTED & AGREED THIS 7 DAY OF May, 2009

Signature

Robert Markowski
Printed Name & Title Vice President

Authorized to execute agreements for:

Environmental Protection Industries
Name of Company

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2009

PRODUCER (312)984-5705 FAX (312)984-0053
Rummel Associates, Inc.
180 North LaSalle Street
Suite 3100
Chicago, IL 60601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Environmental Protection Industries, Inc.
Enviro-Clean Contractors, Inc.
16650 S. Canal Street
South Holland, IL

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Navigators Insurance Company	
INSURER B: Twin City Fire Insurance Co.	29459
INSURER C: American Safety	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	ENV012916-09-04	03/30/2009	03/30/2010	EACH OCCURRENCE \$ 5,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 5,000,000				
	GENERAL AGGREGATE \$ 5,000,000				
	PRODUCTS - COMP/OP AGG \$ 5,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CH06PKG001749-03	03/30/2009	03/30/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	AUTO ONLY - EA ACCIDENT \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CH06PKG001749-03	03/30/2009	03/30/2010	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$				
	Excess over \$				
	Auto coverage \$				
	only \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83WECPU1195	03/30/2009	03/30/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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				
C	OTHER Professional Liab Pollution Liab	ENV012916-09-04	03/30/2009	03/30/2010	\$5,000,000 Ded. \$5,000
					\$5,000,000 Ded. 2,500

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

Additional insured: Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462 as respects project at 13550 86th Avenue, Orland Park, IL. The insurance is on a primary and non-contributory basis. A Waiver of subrogation is applied in favor of the certificate holder for General Liability and Workers Compensation coverage.

CERTIFICATE HOLDER

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

S. Michael Rummel/MNM



IMPORTANT

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

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

DISCLAIMER

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