Date Sent: 8/5/2025

### CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2024 -09/2 Contract #: 20250109

Start date: 12/16/2024 End date: 6/1/2025

Amount: \$ 60,000.00 Contingency Amount: \$ 0.00

Department: Public Works Total Contract Amount: \$ 60,000.00

Contract Type: Goods Only

Contractors Name: EJ USA, Inc.

Status of Ownership: N/A Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose ✓

Contract Description: Storz Mozzle Conversion Program, moderial Phychase.



# AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND EJ USA, Inc.

# RELATIVE TO THE VILLAGE'S PURCHASE OF Storz Nozzle Conversion Program - Material Purchase

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made December 16, 2024, by and between the Village of Orland Park (hereinafter referred to as "Village") and EJ USA, Inc. (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

### WITNESSETH:

	In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:
1.	Goods to be Purchased: The Vendor agrees to and shall provide all of the Goods identified:  ☑ on Vendor's Quote or Proposal Number 00731721 dated December 6, 2024 ("Quote"); or  ☐ on Village's Purchase Order No
2.	Not to Exceed Payment: The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order a total amount of not to exceed \$60,000.00 ("Contract Amount").
3.	<ul> <li>Compensation:</li> <li>A. The Village agrees to pay the Vendor for the Goods in the following manner:</li> <li>     □ Payment of Invoice after Delivery: Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or</li> <li>□ Progress Payments: <ul> <li>A. 50% of the base Contract Amount upon execution of this Agreement; and</li> <li>B. 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.</li> <li>□ Prepayment of Village Order: The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or</li> </ul> </li> </ul>
	B. <u>Payment:</u> Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

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	Agreement and the following, which are each attached hereto and thereby made a part hereof:
	Scope of Order as set forth in the Vendor's Quote or Proposal Number 00731721 dated December 6,
	2024 (Exhibit A)  □ Village of Orland Park Purchase Order No (Exhibit A)
5.	Time is of the Essence; Delivery Date: Time is of the essence of this Contract. The Goods shall be delivered to the Village as set forth on:  ☐ The Vendor's Quote Number 00731721 (Proposal), but not later than June 1, 2025 ☐ The Village of Orland Park Purchase Order No
	(hereinafter the "Delivery Date"), barring only Acts of God, due to which the Delivery Date may be modified only if approved in writing by the Village. The Goods shall be delivered FOB to the Village, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the Village.
6.	<u>Title and Risk of Loss:</u> Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Village. The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.
7.	Control and Inspection of Goods: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Goods shall be made after delivery. Final inspection, acceptance or rejection of the Goods shall not impose liability on the Village for Goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Goods until and unless fully corrected and/or replaced as determined by the Village. All Goods delivered and, if applicable, installed by the Vendor shall be in conformance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Agreement shall take precedence unless the Vendor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated in the Contract Documents, the Vendor shall provide new commodities, fresh stock, and/or the latest design or package, as applicable. Vendor also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other third party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. All delivery arrangements shall be made in advance with the Village's designee. Notwithstanding anything to the contrary in any of the Contract Documents, risk of loss, damage, or destruction to the Goods shall only pass to the Village only upon delivery of the

Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this

8. <u>Deficiencies</u>: The Village may, if the Vendor does not correct deficiencies in the Goods with reasonable promptness after receiving a written notice from the Village, deduct the reasonable cost of the correction or cure from the amounts owed to the Vendor or require the Vendor to retrieve the Goods at its sole expense and deduct the full amount of the returned Goods from the Agreement Sum. The rights and remedies of the Village stated in this provision shall be in addition to and not in limitation of, any other rights that the Village may have under other provisions of this Agreement or at law or in equity.

Goods in good condition to the Village.

9. <u>Taxes</u>: The VILLAGE is a public body and is exempt from excise, sales and use taxes. Vendor warrants that all material costs and scheduled values have been calculated so as to give the Village its tax exempt status.

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- 10. <u>Termination</u>: This Agreement may be terminated by the Village for cause or convenience upon written notice to Vendor and in the case of Goods manufactured or modified to the Village's specifications, only upon payment of the costs incurred, as approved by the Village, up to the date of termination.
- 11. <u>Venue and Choice of Law</u>: The Vendor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
- 12. <u>Nonassignability:</u> The Vendor shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
- 13. <u>Notices and Communications:</u> Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:	To the Contractor:
Name: Patrick McLaughlin	Name: Bryan Tenegal
Village of Orland Park	EJ USA, Inc.
14700 South Ravinia Avenue	Department 59601, PO Box 67000
Orland Park, Illinois 60462	Detroit, MI, 48267
Telephone: 708-403-6357	Telephone:
Facsimile:	Facsimile:
Email: pmclaughlin@orlandpark.org	e-mail: bryan.tenegal@ejco.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

- 14. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Vendor shall warrant and guarantee the Goods for the greater of (i) a period of two (2) years from the date of delivery thereof to the Village or (ii) Vendor's standard warranty for such Goods (the "Warranty Period"). The Vendor warrants and guarantees that for the Warranty Period the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Vendor shall promptly replace any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. The cost of repair or replacement shall include all reasonable packaging and shipping costs to Vendor as well as re-delivery to the Village. In the event that the Vendor should fail to make such replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.
- 15. <u>Commercial General Liability Insurance</u>: Prior to supplying and/or delivering the goods which are the subject of this Agreement, the Vendor shall be required to provide to the Village evidence of \$1,000,000

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combined single limit per occurrence for bodily injury, property damage, and products/completed operations coverage. The general aggregate amount of such coverage shall be a minimum of \$2,000,000. Such coverage shall name the Village of Orland Park, its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis and provide the Village with a Certificate of Insurance and required additional insured endorsements evidencing such coverage.

- □ Cyber Liability Coverage: for losses arising out of the Vendors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- 16. <u>Supersede:</u> The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 17. <u>Severability</u>: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 18. <u>Facsimile or PDF Signatures</u>: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of an established electronic security procedure mutually agreed upon in writing by the Parties.
- 19. <u>Counterparts:</u> This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 20. Independent Contractor/No Third Party Beneficiaries: Vendor shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between the parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 21. <u>Intellectual Property:</u> Vendor hereby grants to Village a paid-up, non-exclusive, unrestricted license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including without limitation all drawings, prints, manuals and specifications) furnished hereunder. In the event Village engages Vendor to produce materials which would be considered "Intellectual Property" (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, manuscripts), it is understood and agreed by Vendor that Village will be the sole owner of all intellectual property rights (including without limitation all copyrights) associated with such Intellectual Property. All Intellectual Property shall be considered "works made for hire" to be owned by Village pursuant to 17 U.S.C. §201.
- 22. <u>Freedom of Information Act Compliance:</u> The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park

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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. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village 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 under this agreement.

- 23. Compliance with Laws: Vendor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the goods to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) Vendor shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
- 24. Entire Agreement: This Agreement (including but not limited to the Addendum to Contract and the other Contract Documents and all Exhibits attached hereto which by reference are made a part of this Agreement), are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

EJ USA, Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Richard Brandell

By: E-SIGNED by Jim Culotta on 2025-02-26 22:51:47 GMT

on 2025-02-26 14:43:47 GMT

Name: Richard Brandell

Name: Jim Culotta

Its VP, General Manager & Authorized Agent

Title: Interim Village Manager

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# EXHIBIT A [ATTACH]

Vendor's Quote or Proposal Number 00731721 dated December 6, 2024 or Village's Purchase Order No. \_\_\_\_\_\_ dated \_\_\_\_\_

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### Exhibit A





800 268 4653 ejco.com Quotation 00731721

Account Name Village of Orland Park-Utility

Ship to 15655 South Ravinia Ave, Orland Park,

60462

Requested By

**Business Phone** 708-349-5400

Email

Quote Name Storz Nozzels-Quote

Created Date 12/06/2024 Expiration Date 01/05/2025

Prepared By Bryan Tenegal

Email bryan.tenegal@ejco.com

Phone

Quantity	Product No.	Description	Notes	Line Charge	Sales Price (USD)	Total Price (USD)
150	00946083	HAR 5" STZ NOZ/CAP F/4-1/2" PORT			400.00	60,000.00

Notes Subtotal 60,000.00
Grand Total 60,000.00

TERMS AND CONDITIONS PER GOODS & SERVICES CONTRACT DATED 12/16/2024 BETWEEN VILLAGE OF ORLAND PARK AND EJ USA, INC. WILL APPLY

The	e undersigned Richard Brandell ,
	(Enter Name of Person Making Certification)
as	Vice President & General Manager
	(Enter Title of Person Making Certification)
and	d on behalf ofEJ USA, Inc, certifies that:
	(Enter Name of Business Organization)
1)	BUSINESS ORGANIZATION:
	The Proposer is authorized to do business in Illinois: Yes [ $\chi$ ] No [ ]
	Federal Employer I.D.#: 38-1434427  (or Social Security # if a sole proprietor or individual)
	(or Social Security # if a sole proprietor or individual)
	The form of business organization of the Proposer is (check one):
	Sole Proprietor Independent Contractor (Individual) Partnership LLC
	X Corporation Michigan 11/2/1981
	(State of Incorporation) (Date of Incorporation)
2)	STATUS OF OWNERSHIP
	Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 <i>et seq.</i>
	Minority-Owned [ ] Small Business [ ] (SBA standards)
	Women-Owned [ ] Prefer not to disclose [ ]
	Veteran-Owned [ ] Not Applicable [X] Disabled-Owned [ ]
	How are you certifying? Certificates Attached [ ] Self-Certifying [ ]
	STATUS OF OWNERSHIP FOR SUBCONTRACTORS
	This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.
	Minority-Owned [ ] Small Business [ ] (SBA standards) Women-Owned [ ] Prefer not to disclose [ ] Veteran-Owned [ ] Not Applicable [X] Disabled-Owned [ ]

### 3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No [ ]

The Proposer is eligible to enter into public contracts, and 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.

### 4) SEXUAL HARRASSMENT POLICY: Yes [X] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

### 5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [X] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

### 6) TAX CERTIFICATION: Yes [X] No [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

### 7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

# ACKNOWLEDGED AND AGREED TO: Signature of Authorized Officer Richard Brandell Name of Authorized Officer Vice President & General Manager Title 1/30/2025 Date



### INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all <u>Required Policy Endorsements</u> noted in the left column in red bold type MUST be provided.

Standard Insurance Requirements	Please provide the following coverage				
	if box is checked.				
WORKERS' COMPENSATION & EMPLOYER LIABILITY	LIABILITY UMBRELLA (Follow Form Policy)				
Full Statutory Limits - Employers Liability	☐ \$1,000,000 – Each Occurrence				
\$500,000 – Each Accident	\$1,000,000 – Aggregate				
\$500,000 – Each Employee	_				
\$500,000 - Policy Limit	☐ \$2,000,000 – Each Occurrence				
Waiver of Subrogation in favor of the Village of Orland	\$2,000,000 – Aggregate				
Park					
	☐ Other:				
AUTOMOBILE LIABILITY (ISO Form CA 0001)	EXCESS MUST COVER: General Liability,				
\$1,000,000 - Combined Single Limit Per Occurrence	Automobile Liability, Employers' Liability				
Bodily Injury & Property Damage. Applicable for All					
Company Vehicles.	PROFESSIONAL LIABILITY				
, , , , , , , , , , , , , , , , , , , ,	\$1,000,000 Limit – Claims Made Form, Indicate				
GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)	Retroactive Date				
\$1,000,000 - Combined Single Limit Per Occurrence					
Bodily Injury & Property Damage	\$2,000,000 Limit – Claims Made Form, Indicate				
\$2,000,000 - General Aggregate Limit	Retroactive Date				
\$1,000,000 - Personal & Advertising Injury	Reliodative Date				
\$2,000,000 - Products/Completed Operations	Other:				
Aggregate	Deductible not-to-exceed \$50,000 without prior				
Aggregale	written approval				
ADDITIONAL INSURED ENDORSEMENTS:	writteri approvat				
(Not applicable for Goods Only Purchases)	☐ BUILDERS RISK				
The applicable for Goods Offly Forchases,	Completed Property Full Replacement Cost Limits –				
<ul> <li>ISO CG 20 10 or CG 20 26 (or Equivalent)</li> </ul>	Structures under construction				
Commercial General Liability Coverage	Siructures under construction				
Commercial Control Elability Coverage	☐ ENVIRONMENTAL IMPAIRMENT/POLLUTION				
<ul> <li>CG 20 01 Primary &amp; Non-Contributory (or</li> </ul>	LIABILITY				
Equivalent) The Village must be named as the	· ———				
Primary Non-Contributory which makes the Village a	\$1,000,000 Limit for bodily injury, property				
priority and collects off the policy prior to any other	damage and remediation costs resulting from a				
claimants.	pollution incident at, on or mitigating beyond the				
ciamans.	job site				
<ul> <li>Blanket General Liability Waiver of Subrogation -</li> </ul>	CYBER LIABILITY				
Village of Orland Park A provision that prohibits an					
insurer from pursing a third party to recover	\$1,000,000 Limit per Data Breach for liability,				
damages for covered loses.	notification, response, credit monitoring service				
441114803 101 COVERED 10303.	costs, and software/property damage				
	☐ CG 20 37 ADDITIONAL INSURED – Completed				
	Operations (Provide only if box is checked)				
	perditons (Frovide only it box is checked)				

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 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 contractor.

ACCEPTED & AGREED THIS 30 DAY OF JOYNUA	ry , 20,25
KatiA Richey Signature	Authorized to execute agreements for:
Katie A Richey, F.A. Mgr.	EJ USA INC.
Printed Name & Title	Name of Company



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/23/2025

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 have ADDITIONAL INSURED provisions or 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).									
PROI	UCER				CONTA NAME:	CT Marsh	I U.S. Operation	s & Technology		
	MARSH USA LLC. 125 Ottawa Avenue NW				DHONE	(866)	966-4664	FAX (A/C, No):		
	Suite 400				(A/C, No E-MAIL ADDRE	se Grand		est@marsh.com		
	Grand Rapids, MI 49503				AUDICE		<del>' '</del> ·	IDING COVERAGE		NAIC#
1					INSURE			ce Co. of Pittsburgh, PA		19445
INSU	RED					RB: New Hamp				23841
l	EJ USA, Inc. Attn: Tina Anderson					RC: Safety Nat				15105
1	PO Box 439					RD: N/A	Idital Casualty CA	//poletion		N/A
1	301 Spring Street					RE: N/A				N/A
1	East Jordan, MI 49727				INSURE					100
<u>CO</u> /	/ERAGES CER	TIFI	CATE	E NUMBER:		010873290-01		REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES								HE POI	ICY PERIOD
IN	DICATED. NOTWITHSTANDING ANY RE	EQUI	REME	NT, TERM OR CONDITION	OF AN'	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPE	CT TO	WHICH THIS
	RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH								) ALL	THE TERMS,
INSR LTR		ADDL	SUBR		DELIN		POLICY EXP (MM/DD/YYYY)			
A A	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY	INSD	WVD		·	(MM/DD/YYYY) 03/01/2024	03/01/2025	LIMIT	·	2 000 000
^	<del>^</del>		İ	GL 5180142		03/01/2024	03/01/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
	CLAIMS-MADE X OCCUR		İ			İ	•		\$	100,000
1 1								MED EXP (Any one person)	\$	25,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
	X POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:		<u> </u>	04 0004 500 (4 00)		00/04/0004	2010410005	COMBINED SINGLE LIMIT	\$	
^	AUTOMOBILE LIABILITY			CA 2961580 (AOS)		03/01/2024	03/01/2025	(Ea accident)	\$	2,000,000
^	X ANY AUTO SCHEDULED			CA 3786654 (MA)		03/01/2024	03/01/2025	BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS				_			BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	X AUTOS ONLY X AUTOS ONLY			Hired - Comp/Coll Ded. \$250/\$50				(Per accident)	\$	
$\vdash$			<u> </u>	Owned - Comp/Coll Ded. \$250/\$	500				\$	
1	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$		<u> </u>	_					\$	
171	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 12016145 (AOS)		03/01/2024	03/01/2025	X PER OTH-		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WC 080756335 (CA)		03/01/2024	03/01/2025	E.L. EACH ACCIDENT	\$	1,000,000
1 ~ 1	(Mandatory in NH)		ĺ	SP 4066302		03/01/2024	03/01/2025	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
Ш	If yes, describe under DESCRIPTION OF OPERATIONS below			(Subject to SIR per terms & cond	i's)			E.L. DISEASE - POLICY LIMIT	s	1,000,000
									i	
	RIPTION OF OPERATIONS / LOCATIONS / VEHIC									
	fillage of Orland Park, and their respective officers, to n contract. This insurance is primary and non-contri									
	progation is applicable where required by written con				naomy an	sing out or the ope	siacons or the nai	ned insured subject to policy terms	) and con	didons. Walver
ł				,						
see a	cord 101									
CERTIFICATE HOLDER CANCELLATION										
	The Village of Orland Park and all its elected officials 15655 Ravinia Avenue Orland Park, IL 60462				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHORIZED REPRESENTATIVE					
								March USA	A A -	

AGENCY CUSTOMER ID: CN107506037

LOC #: Grand Rapids

### **ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA LLC.		NAMED INSURED EJ USA, Inc.			
POLICY NUMBER		Attn: Tina Anderson PO Box 439 301 Spring Street			
CARRIER	NAIC CODE	East Jordan, Mi 49727			
		EFFECTIVE DATE:			
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC FORM NUMBER: 25 FORM TITLE: Certificate of Lia		nce			
EJ Group has agreed that, within 30 days after receipt of notice of cancellation of the insurance policies referenced above from the applicable insurers, EJ Group or its designee will send a copy of such notice to the certificate holder of this certificate. Such notice is not a right or obligation within the policies, it does not after or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the certificate holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.					

POLICY NUMBER:

518-01-42

COMMERCIAL GENERAL LIABILITY
CQ 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART** 

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES SUCH ADDITIONAL INSURED COVERAGE.	PER THE WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if ne	I ot shown above, will be shown in the Declarations.

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions: or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The Insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

- maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**POLICY NUMBER:** 

**518-01-42** 

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES SUCH ADDITIONAL INSURED COVERAGE.	PER THE WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if no	ot shown above, will be shown in the Declarations.

A. Section II – Who is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**POLICY NUMBER: 518-01-42** 

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

**POLICY NUMBER: 518-01-42** 

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Person Or Organization:						
Pursuant to applicable written contract or agreement you enter into.						
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

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



**Contractual Risk Transfer:** 



## **Contractual Risk Transfer Evaluation Summary**

		Date_1/23/25							
Vendor/Contractor Name: Contract/Project Name/#:		EJ USA, Inc.							
		Storz Nozzle Conversion Program - Material Purchase							
Contract Type:		☐ Contractor ☐ Prof. Srvs ☐ Goods Only ☐ MSA							
MSA Title		ada Oalu Burahasa							
Type of Work: Contract/Project		Goods Only Purchase							
Summary:	S	Storz Nozzle Conversion Program - Material Purchase(150 Nozzles)							
•									
Policy Expiration D	ale. 3/1	/25							
Required Coverages/Limits – Per Contract: Compliant:									
General Liability:	\$1 million	\$2 million General Other: CON A (CAN)		Yes	□No	T □ NA			
		Agg.	Other: \$2M/\$4M						
Umbrella Liability:	\$1 million		Other:	□Yes	□No	□NA			
Auto Liability:	\$1 million		Other:	Yes	□No	NA			
Workers' Comp./		Each Accident, Each	Other:	■Yes	□No	□NA			
Employer Liability		e, Policy Limit	0	1 1/	I NIa				
Prof. Liability:	\$1 million		Other:	☐Yes	□No	■NA			
Env. Liability:	\$1 million	\$2 million	Other:	☐Yes	□No	■NA			
Exc./Umb. Prof.				☐Yes	□No	■NA			
Excess/Umb GL				□Yes	□No	■NA			
Cyber Liability:	\$500,000		Other:	☐Yes	□No	■NA			
Builders Risk:	Complete	ed Project Value	Other:	☐Yes_	□No	■NA			
Other:			Other:	_ Yes _	∐No	□NA			
Dt d									
Required Endorser	No	■NA							
ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26) ISO Additional Insured – Completed Operations (CG 20 37)					No	■NA			
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable					No	<b>■</b> NA			
Alternate Accepte		. moa. Endorodinom re	, in the second second	∐Yes					
Primary Additional Insured Coverage Provided - ISO CG 20 01 or					□No	□NA			
Acceptable		•							
Alternate Accepted			_	Yes		1			
Waiver of Subrogation - General Liability					□No	□NA ■NA			
Waiver of Subrogation – Workers' Compensation					□No	■NA			
Additional Coverac	nac/Ravici	one Annroved:							
<del></del>		olia Appioved.							
Goods Only Pure	chase								
Ouland Davis Hald L	lalaaa/I	ndemnity Agreement	Accontact: Uves [	¬No					
Oriana Park Holu F	<u>iarmiess/i</u>	ngennity Agreement	Accepted.						
Notes / Additional Comments:									

Acceptable 
Not Acceptable

### Village of Orland Park Sole Source Request Form

Required for Purchases \$5,000 - \$24,999

Department Public	Works		Date 12/6/2024			
Division (if applicable) Utility						
Description of Good/Service Storz Pumper Nozzle Program						
Manufacturer or Supplier EJ USA						
Dollar Ar Have Adequate Funds Been Budgo	hount \$60,000.00 eted For This Purchase? Yes oper(s) 5008150-461850	Co-op Purchasing Contract #				
Option 1 - Sole Source Justification		THE RESIDENCE OF A SECRET PROPERTY.				
Compatibility The command of the com	modity or service has no competitive modity or service must match existing modity is a replacement part for a sp modity or service is needed to maint modity or service must meet physical supplier can meet necessary deliverage CODE 1-16-3 (E): URGENT NE	product alternatives available on the brand of equipment for compatibility. ecific brand of existing equipment. ain operational continuity. design or quality requirements. y requirements. ED for the item or service does not peabove criteria for a valid sole source.	e market.  ermit soliciting competitive bids.			
program if FY21 . Require	MENT TO HAVE SAME A	POZZLE ON EACH HYDRA				
Price Reasonableness  I determined that the price is reasonable for one of the following reasons:  I compared the proposed price to prices I previously paid for the same or similar services.  I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.  I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.  I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.  Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.  The price is set by law or regulations.  Market research reveals that same or similar goods or services are available for a similar price.  Option 2 - Joint or Cooperative Purchasing Purchase through Cooperative Purchasing (attach contract documentation)  State of Illinois Joint Purchase Program  NWMC/Suburban Purchasing Cooperative  The GSA Schedules  The National Intergovernmental Purchasing Alliance  Sourcewell  Nat'l Association of State Procurement Officials (NASPO) ValuePoint  Midwestem Higher Education Compact  Midwestem Higher Education Compact  Midwestem Higher Education Compact  National Purchasing Partners (NPPGov)  Purchasing Cooperative of America  Good Buy Purchasing Cooperative  National BuyBoard (BuyBoard)						
Requested By:  Name Staff Contact Kenneth Dado	/hm G	Signature	<u>Date</u> 12/6/2024			
Department Head Joel Van Essen	Levens.	Dalesse	12/6/2024			
Did legal review Terms & Conditions  Have you received a CRT summary		☐ Yes ✓ No ☐	]N/A ]N/A			



### VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue Orland Park, IL 60462 www.orlandpark.org

### Master

File Number: 2024-0912

Type: MOTION File ID: 2024-0912

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date: 11/26/2024

Agenda Entry: Storz Nozzle Conversion Program - Material

Final Action: 12/16/2024

**Purchase** 

Title: Storz Nozzle Conversion Program - Material Purchase

Notes:

Sponsors:

Res/Ord Date:

Attachments: Quote - EJ USA, Sole Source Request - Storz

**Res/Ord Number:** 

**Nozzles** Drafter:

Hearing Date:

Department

**Effective Date:** 

Contact:

### **History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	11/26/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	12/16/2024	APPROVED				Pass

### Text of Legislative File 2024-0912

Title/Name/Summary

Storz Nozzle Conversion Program - Material Purchase

### History

In 2021, a Village-wide fire hydrant conversion program was established for replacing standard pumper nozzle hookups with Storz nozzles. Utilization of Storz nozzles expedite fire department response times. Rather than threading on an adapter plate (risking cross threading), the Storz allows for a fast "quarter-turn" connection. Quick-connect couplings save considerable amount of time for firefighters when they are connecting hose fittings, and this might further save their lives and the lives of Orland Park residents in case of an emergency.

Conversions began primarily in recent water main replacement subdivisions. Utilities staff have had discussions with Orland Fire Protection District leadership prior to

starting any of this work, and they are very happy to see our support to help expedite emergency response. We have also worked with the Engineering Department to change the hydrant code to have any new development areas to provide new hydrants with Storz as standard.

The Village currently has approximately four thousand nine hundred seven (4,907) hydrants on our water system. While the goal is for all hydrants to have a Storz connection, staff are concentrating on commercial and industrial areas first. To date, four hundred thirty-one (431) Storz Nozzle conversions have been successfully completed. This purchase will allow for one hundred fifty (150) hydrants to be converted in 2025, and bring 11.8% of hydrants to this standard.

EJ USA is the supplier of Village of Orland Park Fire Hydrants, hardware, and replacement parts, and is considered a sole source for this purchase.

### Financial Impact

Funds for Storz Nozzles in the amount of \$60,000 were included in the FY 2025 budget in G/L.

### **Recommended Action/Motion**

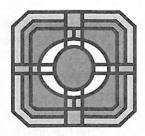
I move to approve the waiver of the competitive bid process and authorizing the approval and execution of a vendor contract with EJ USA for the purchase of one hundred fifty (150) Storz nozzles for the FY25 Pumper Nozzle Conversion Program for a total not-to-exceed contract price of \$60,000.00;

### **AND**

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

### **VILLAGE OF ORLAND PARK**

14700 S. Ravinia Avenue Orland Park, IL 60462 www.orlandpark.org



### **Meeting Minutes**

Monday, December 16, 2024

7:00 PM

Village Hall

## **Board of Trustees**

Village President Keith Pekau Village Clerk Brian L. Gaspardo Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani, Sean Kampas, Brian Riordan and Joni Radaszewski

### 2024-0912 Storz Nozzle Conversion Program - Material Purchase

In 2021, a Village-wide fire hydrant conversion program was established for replacing standard pumper nozzle hookups with Storz nozzles. Utilization of Storz nozzles expedite fire department response times. Rather than threading on an adapter plate (risking cross threading), the Storz allows for a fast "quarter-turn" connection. Quick-connect couplings save considerable amount of time for firefighters when they are connecting hose fittings, and this might further save their lives and the lives of Orland Park residents in case of an emergency.

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I move to approve the waiver of the competitive bid process and authorizing the approval and execution of a vendor contract with EJ USA for the purchase of one hundred fifty (150) Storz nozzles for the FY25 Pumper Nozzle Conversion Program for a total not-to-exceed contract price of \$60,000.00;

### **AND**

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

VILLAGE OF ORLAND PARK Page 2 of 3

Respectfully Submitted,

/s/ Brian L. Gaspardo

Brian L. Gaspardo, Village Clerk

VILLAGE OF ORLAND PARK Page 3 of 3

MAYOR Keith Pekau

VILLAGE CLERK Brian L. Gaspardo

14700 S. Ravinia Avenue Orland Park, IL 60462 (708)403-6100 orlandpark.org



**TRUSTEES** 

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

January 10, 2025

Bryan Tenegal EJ USA, Inc. 310 Garnet Dr New Lenox, IL 60451

NOTICE OF AWARD - Storz Hydrant Nozzle Program

Dear Mr. Tenegal:

This notification is to inform you that on December 16, 2024, the Village of Orland Park Board of Trustees approved awarding EJ USA, Inc. the contract in accordance with the proposal number 00731721 for the purchase of Storz Nozzles for a not to exceed amount of sixty thousand dollars and 0/100 (\$60,000.00).

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 24, 2025.

- Submit electronically a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or <a href="https://linear.org/ltcrs/1019@gmail.com">ltcrs/2019@gmail.com</a> if you have any questions.
- Complete the Certificate of Compliance and sign the Insurance Requirements form.

Documents listed above are to be submitted to Ivana Lisnich, Management Analyst at ilisnich@orlandpark.org and are required prior to the commencement of work. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village.

You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. If you have any questions, please do not hesitate to call me at 708-403-6357 or e-mail me at pmclaughlin@orlandpark.org.

Sincerely,

Patrick McLaughlin Utilities Operations Manager

MAYOR Keith Pekau

VILLAGE CLERK Brian L. Gaspardo

14700 S. Ravinia Avenue Orland Park, IL 60462 (708)403-6100 orlandpark.org



#### TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

February 27, 2025

Bryan Tenegal EJ USA, Inc. 310 Garnet Dr New Lenox, IL 60451

NOTICE TO PROCEED – Storz Hydrant Nozzle Program

Dear Mr. Tenegal:

This notification is to inform you that the Village of Orland Park has received the electronic contract and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6357 to arrange the commencement of the work.

The Village has processed a Contract Record Number 20250109 for this contract/service. It is imperative that this number 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 or emailed to <a href="mailto:accountspayable@orlandpark.org">accountspayable@orlandpark.org</a>. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Record Number.

Sincerely,

Patrick McLaughlin

**Utilities Operations Manager**