

Contract # 358

**Clerk's Contract and Agreement Cover Page**

**Year:** 2007

**Legistar File ID#:** 2007-0628

**Multi Year:**

**Amount** \$14,595.00

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**Contract Type:**

Small Construction/Inst

**Contractor's Name:**

National Power Rodding Corp

**Contractor's AKA:**

**Execution Date:**

11/5/2007

**Termination Date:**

12/31/2007

**Renewal Date:**

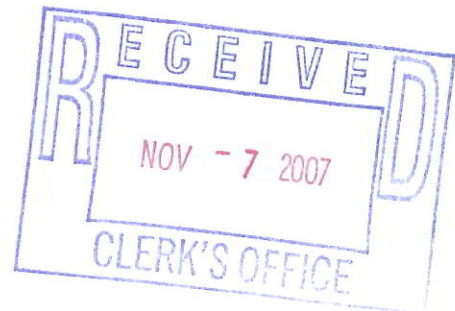
**Department:**

Public Works

**Originating Person:**

John Ingram

**Contract Description:** Wedgewood Forcemain Manhole Rehabilitation



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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

November 6, 2007

Mr. Harold Kosova  
National Power Rodding Corp.  
2500 W. Arthington Street  
Chicago, Illinois 60612-4108

RE: ***NOTICE TO PROCEED***  
***Wedgewood Forcemain Manhole Rehabilitation***

Dear Mr. Kosova:

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 November 6, 2007.

Please contact John Ingram at 708-403-6104 to arrange the commencement of the work.

The Village has processed Purchase Order #045788 for this contract/service and faxed this to your company on November 5, 2007. 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 November 5, 2007 in an amount not to exceed Fourteen Thousand Five Hundred Ninety-Five and No/100 (\$14,595.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski  
Contract Administrator

cc: John Ingram



VILLAGE HALL

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

# BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable  
 14700 Ravinia Avenue  
 Orland Park, Illinois 60462-3167  
 Phone: (708) 403-6180  
 Fax: (708) 403-9212



Page: 1

Purchase Order Number: 045788

Purchase Order Date: 11/05/07

## PURCHASE ORDER

To:

NATIONAL POWER RODDING CORP.  
 2500 W. ARLINGTON AVE.  
 CHICAGO, IL 60612-4108

Ship to:

VILLAGE OF ORLAND PARK  
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 ----, XX ----

Vendor No.		Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.				Sales Tax Exempt # E9998 1807 05	
1583							
Deliver By	Vendor Phone Number	Vendor Fax Number		Terms			
12/31/07	TEL# (312) 666-7700	FAX# (312) 666-5810		NET			
Confirm To		Confirm By		Requisitioned By			
PAUL FULLER		JUDY KONOW		JOHN J. INGRAM			
Freight	Contract Number	Account Number	Project	Requisition No.	Requisition Date		
		03160034334380		46836	10/17/07		
Line#	Quantity	UOM	Item Number and Description	Unit Cost	Extended Cost		
1	1.00	EA	MH #1 - (I-287)	1160.0000	1160.00		
2	1.00	EA	MH #2 - (I-286)	3400.0000	3400.00		
3	1.00	EA	MH #3 - (I-285)	4685.0000	4685.00		
4	1.00	EA	MH #4 - (I-223)	5350.0000	5350.00		
				SUB-TOTAL	14595.00		
				TOTAL	14595.00		
REMARKS: BOARD APPROVED 10/15/07 2007-0628 QUOTE #07-326 REVISION 2							

Authorized By: Judy Konow Faxed: 11/5/07 Phoned: \_\_\_\_\_ Mailed: \_\_\_\_\_

**VILLAGE OF ORLAND PARK**  
**(Contract for Small Construction or Installation Project)**

This Contract is made this 5<sup>th</sup> day of November, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and National Power Rodding Corp. of Chicago (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 October 2, 2007 to the extent it does not conflict with this contract.  
All Certifications required by the VILLAGE  
Certificates of Insurance

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

Clean, prepare surface and apply where needed, high build epoxy and 1" of calcium aluminate cement to 4 manholes located in the Village of Orland Park, Illinois

(hereinafter referred to as the "WORK") as described in the CONTRACTOR'S Proposal and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

**TOTAL:** Fourteen Thousand Five Hundred Ninety-Five and No/100 (\$14,595.00) Dollars (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.



**SECTION 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](mailto:ddomalewski@orland-park.il.us)

To the CONTRACTOR:  
Harold Kosova  
National Power Rodding Corp.  
2500 West Arthington Street  
Chicago, Illinois 60612-4108  
Telephone: 312-666-7700  
Facsimile: 312-666-5810  
e-mail: [office@nationalpowerrodding.com](mailto:office@nationalpowerrodding.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.



## VILLAGE OF ORLAND PARK

TERMS AND GENERAL CONDITIONS FOR CONTRACT BETWEEN THE VILLAGE OF ORLAND PARK (HEREINAFTER REFERRED TO AS THE "VILLAGE") AND National Power Rodding Corp. (HEREINAFTER REFERRED TO AS THE "CONTRACTOR") FOR Wedgewood Forcemain Manhole Rehabilitation (HEREINAFTER REFERRED TO AS THE "WORK") DATED Nov 5, 2007 (HEREINAFTER REFERRED TO AS 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 October 2, 2007 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 proposer shall, within ten (10) 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, Automobile liability and Umbrella/Excess Liability insurance policies by appropriate endorsement by Contractor's insurer and evidencing the coverages listed below. 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, Automobile Liability and Umbrella/Excess Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. The policy(ies) shall contain a Waiver of Subrogation in favor of the Additional Insureds as it applies to General liability and Worker's Compensation. Each policy shall bear an endorsement precluding the cancellation, non-renewal, material modification or reduction of said policies without providing the Village at least thirty (30) days prior notice thereof in writing. 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.

Commercial  
.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

Commercial  
.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.

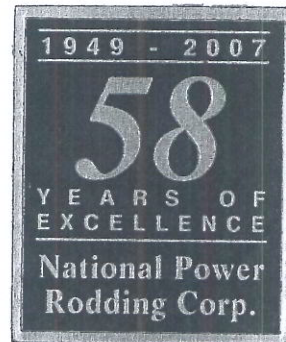


**NATIONAL POWER RODDING CORP.**

*Specializing in today's needs for environmental protection.*

2500 W. Arthington Street • Chicago, IL 60612-4108 • (312) 666-7700 • Fax (312) 666-5810

October 2, 2007



PROPOSAL  
Submitted to:

Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
Ph: 708-403-6350

Fax: 708-403-8798

ATTENTION: George McLaughlin

SUBJECT: MANHOLE LINING/COATING WITH HIGH BUILD EPOXY/CEMENT

We propose to furnish the necessary labor, supervision and equipment to perform manhole lining/coating as outlined in the Scope of Work below.

**SCOPE OF WORK**

Clean, prepare surface and apply where needed, high build epoxy and 1" of Calcium Aluminate Cement to 4 manholes and one lift station located in the Village of Orland Park, Illinois.

**PURCHASER WILL FURNISH**

Water for our high velocity jetting equipment; any special permits or fees, access to all manholes; and a dump site (if required) for disposal of debris removed from the during cleaning; additional traffic control should it be necessary to provide more than standard traffic cones and truck-mounted arrow boards, at no additional charge to us.

**PRICE**

Charges for the above services will be computed as follows:

- MH #1 – Manhole 36" dia x 5' dp  
(3.5' of wall to coat) 1/8" epoxy..... \$1,160.00/Lump Sum
- MH #2 – Drop Manhole 48" dia x 17' dp  
1/8" epoxy..... \$3,400.00/Lump Sum
- MH #3 – Drop Manhole 48" dia x 13' dp  
1" Calcium Alum Cement plus 1/8" epoxy..... \$4,685.00/Lump Sum
- MH #4 – Drop Manhole 48" dia x 14'  
1" Calcium Alum Cement plus 1/8" epoxy..... \$5,350.00/Lump Sum

Terms: Subject to terms and conditions in reverse side.

If you find the above proposal satisfactory, please provide a purchase order number, sign both copies, return the original to us and retain the copy for your records. To schedule the above services, please contact our office as soon as possible.

Respectfully submitted,

Purchase order number 045788

**NATIONAL POWER RODDING CORPORATION**

Harold Kosova  
President

ACCEPTED this 5<sup>th</sup> day of November 2007

Name of Purchaser

By Robert J. Cedar, Sr.  
Name and Title

## GENERAL TERMS AND CONDITIONS

**General Conditions:** These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.

**Customer Provided Labor:** Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement. The Customer agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

**Customers Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

**Damage Limitations:** Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

**Pre-existing Conditions:** The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

**Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

**Indemnification:** The Customer and the Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

**Credit Policy:** Regular Terms are Net 30 Days. If any invoice is not paid in accordance with its terms, the customer agrees that there shall be added thereto, and the customer agrees to pay to contractor, a late charge at the rate of 1.5% per month on the unpaid balance, plus all costs, including reasonable attorney fees, incurred by the contractor in collection of any invoice not paid in accordance with its terms.

**Entire Agreement:** This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.




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

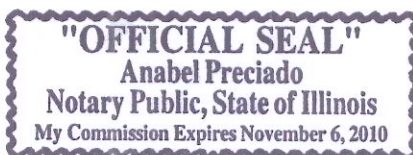
**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

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

of National Power Rodding Corp, 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 30th Day  
of October, 2007.



  
\_\_\_\_\_  
Notary Public

## SEXUAL HARASSMENT POLICY

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

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

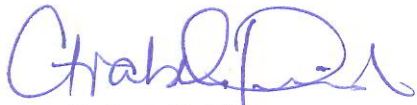
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

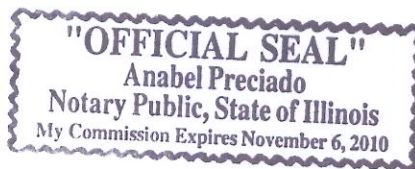
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Harold Kosova, President having submitted a proposal for National Power Rodding Corp  
(Name) (Name of Contractor)  
for Manhole Lining/Coating (General Description of Work Proposed on) to  
the Village of Orland Park, hereby certifies that said contractor has a written sexual  
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By:   
Authorized Agent of Contractor

Subscribed and sworn to before  
me this 30th day of October, 2007.

  
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: Harold Kosova  
Harold Kosova, President National Power Rodding Corp

ATTEST: Grady Pisk

DATE: 10/30/07

TAX CERTIFICATION

I, Harold Kosova, having been first duly sworn depose and state as follows:

I, Harold Kosova, President, am the duly authorized agent for National Power Rodding Corp, which has submitted a proposal to the Village of Orland Park for

Manhole Lining/Coating and I hereby certify  
(Name of Project)

that National Power Rodding Corp is not

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

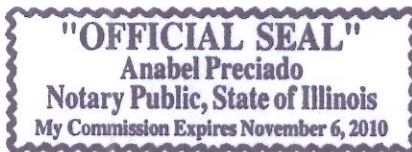
- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Harold Kosova

Title: President

Subscribed and Sworn to  
Before me this 30th  
Day of October, 2007

*Anabel Preciado*



**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: Harold Kosova  
(Authorized Officer) Harold Kosova, President  
National Power Rodding Corp

Subscribed and Sworn to  
before me this 30th day  
of October, 2007

Anabel Preciado  
Notary Public



REFERENCES

(Please type) \*\*\*\*\*PLEASE SEE ATTACHED\*\*\*\*\*

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

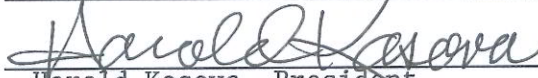
CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Proposer's Name: National Power Rodding Corp

Signature:   
Harold Kosova, President



National Power Rodding Corporation  
2500 W. Arthington Street  
Chicago, IL 60612  
Tel: 312-666-7700 Fax: 312-666-5810  
[office@nationalpowerrodding.com](mailto:office@nationalpowerrodding.com)

Specializing in today's needs for environmental protection .

REFERENCES  
Large Projects Completed

<u>Northeast Ohio Regional Sewer District</u> 3900 Euclid Ave. Cleveland, OH 44115 Jack Reitenbach, 216-881-6600	Hydraulic Improvement Contract	\$	2,900,000.00
<u>Gary Sanitary District</u> 3600 W. Third Ave. Gary, IN 46406 Dwain Bowie, 219-944-1221	Lg. Dia. Clean & TV	\$	1,200,000.00 Nov-03
<u>City of Fort Wayne</u> One Main Street Fort Wayne, IN 46802 Ron Sheppard (260) 427-1160	Clean/TV	\$	114,062.82 Nov-03
<u>City of Fort Wayne</u> One Main Street Fort Wayne, IN 46802 Ron Sheppard (260) 427-1160	Clean/TV	\$	623,332.51 Nov-03
<u>City of Wauwatosa</u> 7725 W. North Avenue Wauwatosa, WI 53213 Joe Marks (414) 479-8931	Televising	\$	179,400.00 Mar-03
<u>City of Sioux Falls</u> 224 W. Ninth Street Sioux Falls, SD 57104 John Osman, (605) 367-8601	Partial Lining	\$	8,000.00 Jan-05
<u>Hamilton Construction</u> City of Chicago 2161 W. 32nd Street Chicago, IL 60608 Television Inspection Bob Hund (773) 927-5891	Clean/TV	\$	64,740.00 Jul-03
<u>City of Janesville</u> 18 N. Jackson St. Janesville, WI 53547 Dawn 708-957-4100	Partial Lining	\$	24,491.00 Dec-05
<u>Richmond Sanitary District</u> Board of Sanitary Commissioners 2380 Liberty Avenue Richmond, IN 43174 Ted Nitza, Jr. 765-983-7442	Clean/TV/ MH Rehab	\$	684,049.00 Aug-03
<u>City of Evanston</u> 2100 Ridge Avenue Evanston, IL 60201 Dave Stoneback (847) 448-8213	Clean/TV	\$	544,240.00 Aug-04
<u>Village of Bourbonnais</u> M. Gingerich, Gereaux Assoc. 240 N. Industrial Dr. Bradley, IL 60915 Michael Gingerich (815) 939-4921	Televising	\$	210,147.60 May-03



*REFERENCES/Large Projects Completed - Continued*

<u>City of Birmingham</u> 851 S. Eton Birmingham, MI 48009 Robert J. Fox (248) 642-6888	Sewer Root Control		\$29,964.17 Apr-03
<u>A &amp; L Construction</u> Skyway Tollbridge System 6200 W. 51st St. Chicago, IL 60638 Willowbrook, IL 60527 Husam Arabi, 708-458-8910	Partial Lining	\$	4,500.00 Nov-05
<u>Village of Niles</u> 100 Civic Center Drive Niles, IL 60714 Jerry Doczakalski (847) 588-8000	TV	\$	14,868.00 Jul-03
<u>Village of Bloomingdale</u> 201 Bloomingdale Road Bloomingdale, IL 60108 Robert Maquire (630) 893-7000	Clean/TV	\$	28,574.28 Apr-04
<u>City of Chicago</u> 333 S. State Street Chicago, IL 60604 John Waller (312) 747-7040	Clean /TV	\$	5,200,000.00 Mar-01
<u>Hinsdale Sanitary District</u> 6775 Commonwealth Ave Hinsdale, IL 60522 Ed Kokat (630) 323-3299	Cleaning	\$	862,650.00 Oct-04
<u>Frank Novotny and Associates</u> <u>City of Berwyn</u> 6700 W. 30th Street Berwyn, IL 60402 John Fitzgerald (630) 887-8640	Clean/TV	\$	280,000.00 Feb-01
<u>Consoer, Townsend, Envirodyne</u> 303 E. Wacker Drive Chicago, IL 60601 John Annette (312) 938-0300	Clean/TV	\$	92,200.00 Dec-02
<u>Michels Pipeline</u> Des Moines, Iowa 16500 W. Rogers Dr. New Berlin, WI 53151 Mike Krosnosky, (262) 814-0100	Partial Lining (Des Moines, IA) Partial Lining (Bayside, WI) Partial Lining (Park Forest, IL)	\$ \$ \$	5,000.00 \$2,500.00 5,000.00
<u>Insituform</u> P.O. Box 5283 Elm Grove, WI 53122 Bill Schnepp, 414-687-5625	Partial Lining (Mt. Prospect, IL) Partial Lining (Orland Park, IL) Partial Lining (Flossmoor, IL)		\$2,000.00 \$2,000.00 \$2,000.00
<u>Kenny Construction</u> Merrillville Conservancy District 250 Northgate Parkway Wheeling, IL 60090 Carl Pearson (847) 541-8200	Manhole Rehab Cleaning/ Manhole Lining	\$ \$ \$	110,874.28 141,400.00 <u>252,274.28</u> Jun-02
<u>Village of South Elgin</u> 10 N. Water Street South Elgin, IL 60177 Richard Babica (847) 695-2742	Cleaning	\$	9,568.00 Mar-04

## 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

### 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

Waiver of Subrogation in favor of the Village of Orland Park

### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

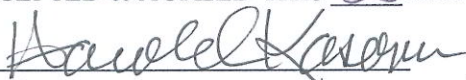
\$2,000,000 – Aggregate

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

Any insurance policies providing the coverages required of the Contractor shall be **specifically endorsed** to identify **“The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.”** If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a **“Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s.”** The certificate of insurance shall also state this information on its face. 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 proposer 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 proposer and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS 30 DAY OF October, 2007



Signature  
Harold Kosova, President

Printed Name & Title

Authorized to execute agreements for:  
National Power Rodding Corp

Name of Company

# MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
CHI-001764879-05

## PRODUCER

MARSH USA INC.  
500 WEST MONROE STREET  
CHICAGO, IL 60661  
Attn: Contract.ReviewCSS@marsh.com

227309-ALL-LINES-07-08

NPRC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

## COMPANIES AFFORDING COVERAGE

## COMPANY

A ZURICH AMERICAN INSURANCE COMPANY

## COMPANY

B LEXINGTON INSURANCE COMPANY

## COMPANY

C

## COMPANY

D

## INSURED

NATIONAL POWER RODDING CORP.  
ATTN: BRENDA KUJAWSKI  
2500 WEST ARTHINGTON STREET  
CHICAGO, IL 60612-4108

## COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 4

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL09377201-04	10/31/07	10/31/08	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> XCU INCLUDED				FIRE DAMAGE (Any one fire)	\$ 1,000,000
	<input checked="" type="checkbox"/> PER PROJECT AGGREGATE				MED EXP (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY	BAP 9377199-04	10/31/07	10/31/08	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
B	EXCESS LIABILITY	1071737	10/31/07	10/31/08	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC9377202-04	10/31/07	10/31/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
A		WC4275470-04 (MA)	10/31/07	10/31/08	EL EACH ACCIDENT	\$ 1,000,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL DISEASE-POLICY LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> INCL				EL DISEASE-EACH EMPLOYEE	\$ 1,000,000
	<input type="checkbox"/> EXCL					
	OTHER					

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EXCESS LIABILITY, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED FOR OPERATIONS PERFORMED BY THE NAMED INSURED.

## CERTIFICATE HOLDER

VILLAGE OF ORLAND PARK  
14700 SOUTH RAVINIA AVENUE  
ORLAND PARK, IL 60462

## CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ~~SEND~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, ~~BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED FOR OPERATIONS PERFORMED BY THE NAMED INSURED.~~

MARSH USA INC.

BY: Kevin M. Brogan

MM1(3/02)

VALID AS OF: 11/06/07

# ADDITIONAL INFORMATION

CHI-001764879-05

DATE (MM/DD/YY)

11/06/07

**PRODUCER**

MARSH USA INC.  
500 WEST MONROE STREET  
CHICAGO, IL 60661  
Attn: Contract.ReviewCSS@marsh.com

227309-ALL-LINES-07-08

NPRC

**INSURED**

NATIONAL POWER RODDING CORP.  
ATTN: BRENDA KUJAWSKI  
2500 WEST ARTHINGTON STREET  
CHICAGO, IL 60612-4108

**COMPANIES AFFORDING COVERAGE**

COMPANY

E

COMPANY

F

COMPANY

G

COMPANY

H

**TEXT**

THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED IS PRIMARY INSURANCE OVER ANY OTHER VALID OR COLLECTIBLE INSURANCE THAT THE ADDITIONAL INSURED MAY HAVE WITH RESPECT TO LOSS UNDER THIS POLICY. OTHER INSURANCE OF ANY ADDITIONAL INSURED APPLICABLE TO LOSS IS IN EXCESS OVER THIS ENDORSEMENT AND THE AMOUNT OF THE COMPANY'S LIABILITY UNDER THIS POLICY SHALL NOT BE REDUCED BY THE EXISTENCE OF SUCH OTHER INSURANCE, PROVIDED, HOWEVER, THAT THIS PARAGRAPH DOES NOT APPLY (i) TO LOSS CAUSED SOLELY BY THE NEGLIGENCE OF SUCH ADDITIONAL INSURED, OR (ii) TO LIABILITY OF THE ARCHITECT, ENGINEER OR SURVEYOR ARISING OUT OF (1) PREPARING, APPROVING OR FAILING TO PREPARE OR APPROVE MAPS, SHOP DRAWINGS, OPINIONS, REPORTS, SURVEYS, FIELD ORDERS, CHANGE ORDERS OR DRAWINGS AND SPECIFICATIONS, OR (2) GIVING DIRECTIONS OR INSTRUCTIONS, OR FAILING TO GIVE THEM, IF THAT IS THE PRIMARY CAUSE OF THE INJURY OR DAMAGE. THE INSURANCE PROVIDED UNDER THIS ENDORSEMENT WILL BE PRIMARY AND NON-CONTRIBUTORY ONLY IF A WRITTEN CONTRACT REQUIRES IT.  
A WAIVER OF SUBROGATION IS INCLUDED IN FAVOR OF THE ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED.

**CERTIFICATE HOLDER**

VILLAGE OF ORLAND PARK  
14700 SOUTH RAVINIA AVENUE  
ORLAND PARK, IL 60462

MARSH USA INC. BY  
Kevin M. Brogan



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 Person or Organization:**

Any person or organization with whom you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide primary and non-contributory additional insured coverage will be provided primary and non-contributory status

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

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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

**2. Exclusions**

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ISO [ Commercial General Liability Forms ] 10/01/93

Policy Number:  
GL 9377201-04

COMMERCIAL  
GENERAL LIABILITY

CG 24 04 10 93

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

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

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Name of Person or Organization:**

**ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF  
RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS  
EXECUTED PRIOR TO THE ACCIDENT OR LOSS.**

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

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV –  
COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

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

CG 24 04 10 93

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