

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0336

Multi Year:

Amount \$178,000.00

Contract Type:

Small Construction/Inst

Contractor's Name:

Mecon Industries, Inc

Contractor's AKA:

Execution Date:

7/23/2009

Termination Date:

12/31/2009

Renewal Date:

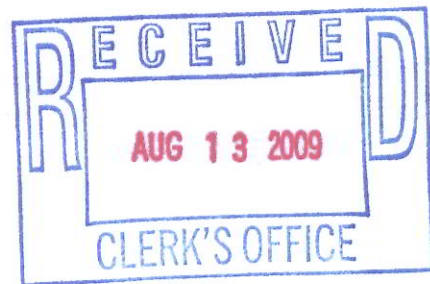
Department:

Public Works/Water & Sewer

Originating Person:

John Ingram

Contract Description: MPS generator Replacement



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

August 13, 2009

Mr. Frank L. Rowley
Mecon Industries, Inc.
P.O. Box 206
2703 Bernice Road
Lansing, Illinois 60438-0206

RE: *NOTICE TO PROCEED*
Main Pumping Station Generator Replacement

Dear Mr. Rowley:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of August 11, 2009.

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

The Village has processed Purchase Order #054045 for this contract/service and faxed this to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated July 23, 2009 in an amount not to exceed One Hundred Seventy-Eight Thousand and No/100 (\$178,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: John Ingram

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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July 23, 2009

Mr. Frank L. Rowley
Project Manager MII
Mecon Industries, Inc.
2703 Bernice Road
P.O.Box 206
Lansing, Illinois 60438-0206

NOTICE OF AWARD – Main Pump Station Generator Replacement

Dear Mr. Rowley:

This notification is to inform you that on July 20, 2009, the Village of Orland Park Board of Trustees approved awarding Mecon Industries, Inc. the contract in accordance with the proposal you submitted dated July 8, 2009, for the Main Pump Station Generator Replacement for an amount not to exceed One Hundred Seventy Eight Thousand and No/100 (\$178,000.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by August 6, 2009.

1. Attached is the Contract for Main Pump Station Generator Replacement. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also attached are the Certifications and Insurance Requirements. Please complete all Certifications and return them directly to me.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for **a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.**

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: John Ingram


VILLAGE OF ORLAND PARK
Main Pumping Station Generator Replacement
(Contract for Small Construction or Installation Project)

This Contract is made this **23rd day of July, 2009** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Mecon Industries, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract
The Terms and General Conditions pertaining to the Contract
The Proposal submitted by Contractor on July 8, 2009, to the extent it does not conflict with this contract.
All Certifications required by the VILLAGE
Certificates of Insurance
~~Performance and Payment Bonds required by the VILLAGE~~ 

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

Replacement of the Main Pump Station Generator, including but not limited to supplying, receiving and setting one (1) MTU/Katolight Generator Set as supplied from Charles Equipment

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

TOTAL: an amount not to exceed One Hundred Seventy Eight Thousand and No/100 (\$178,000.00) Dollars

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

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by December 31, 2009 (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

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

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

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

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue

Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
Frank L. Rowley, Project Manager MII
Mecon Industries, Inc.
2703 Bernice Road
P.O. Box 206
Lansing, Illinois 60438-0206
Telephone: 708-474-8300
Facsimile: 708-474-8310
e-mail: FLRowley@mecon.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.

It shall be noted that in the proposal dated July 8, 2009 as prepared by Mecon Industries, Inc., the following shall be stricken:

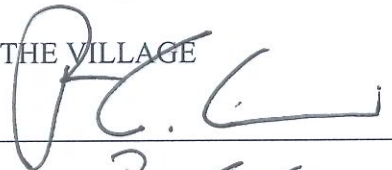
TOTAL COST: One Hundred Eighty Three Thousand Four Hundred Sixty Seven Dollars \$178,000.00


and replaced with the following:

TOTAL COST: One Hundred Seventy Eight Thousand and No/100 Dollars \$178,000.00

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

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

FOR: THE VILLAGE
By: 
Print name: Paul G. GRIMES
Its: Village Manager
Date: 8/12/09

FOR: THE CONTRACTOR
By: 
Print name: Paul R. Curran
Its: Vice President
Date: 8/10/09

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and MECCON INDUSTRIES, INC. (the "CONTRACTOR") for **Main Pump Station Generator Replacement** (the "WORK") dated **July 23, 2009** (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of the Contractor the Village shall furnish, with reasonable promptness, information necessary for the performance of the Work of the Contract including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the Work is to be performed.
- 1.1.2 The Village shall furnish access to its buildings and the site of the Work as is necessary for the performance of the Work and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the Work.
- 1.1.3 The Village shall have the right to stop the Work by a written order should the Contractor fail to correct Work not in accordance with the Contract Documents which will remain in effect until the Work is corrected without giving rise to any duty on the part of the Village to stop the Work for the benefit of the Contractor or any other entity.
- 1.1.4 The Village may, if the Contractor does not correct Work to make it conform to the Contract Documents, or cure a default, with reasonable promptness after receiving a written notice from the Village, correct the default itself and deduct the reasonable cost of the correction or cure from the amounts owed to the Contractor.

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 1.2.2 The Contractor shall examine existing conditions and take field measurements to facilitate the performance of the Work and shall report to the Village or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the Village, or where applicable, to the Architect.
- 1.2.3 Contractor shall pay for all material and labor necessary for the performance of the Work and, unless agreed otherwise with the Village in a separate written document, for all utilities required such as light, heat and water.
- 1.2.4 Contractor warrants that the Work shall contain material and equipment of good quality that is new and that the Work and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies,

Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Village. All manufacturers' guarantees and warranties shall be delivered to the Village prior to the issuance of final payment.

- 1.2.5 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 1.2.7 Contractor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the performance of the Work, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Neither the Contractor nor its Subcontractors shall engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The Contractor shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
- 1.2.8 Contractor will not be relieved of any obligation to the Village due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

- 2.1 The Contract Documents consist of the following items:
 - .1 Agreement between the parties
 - .2 General Conditions to the Agreement
 - .3 Special Conditions to the Agreement, if any
 - .4 Accepted Proposal as it conforms to the VILLAGE's requirements
 - .5 The Proposal submitted by Contractor on July 8, 2009 to the extent it does not conflict with this contract.
 - .6 Specifications and Drawings, if any
 - .7 Required Certifications including
 - .8 Required Certificates of Insurance
 - .9 ~~Required Performance and Payment Bonds~~

ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The Village requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect or payment shall not be made by the Village without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the Contractor and no payment will be made by the Village for material not actually installed and built into the Work without written authorization for the Village.

3.3 Upon satisfaction of the terms and conditions of the Contract, the Contractor agrees to provide the Village with a final release and waiver of all liens covering all of the Work performed under the Contract relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.4 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 4: TAXES

4.1 The Village is a public body and is exempt from excise, sales and use taxes and will furnish Contractor with exemption numbers as required. Contractor shall not include any such taxes in its cost figures.

ARTICLE 5: INSPECTION OF MATERIALS

5.1 The Village shall have a right to inspect any materials or equipment to be used in carrying out this contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the Village. Materials, equipment, components or completed work not complying therewith may be rejected by the Village and shall be removed and replaced by the Contractor at no cost to the Village.

ARTICLE 6: ASSIGNMENT

6.1 The Contractor's duties and obligations under the Contract shall not be assigned without the express written consent of the Village.

6.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in the performance of their Work.

6.3 The Contractor shall not contract with anyone to whom the Village has a reasonable objection.

6.4 The Contractor shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Village's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Village. Each subcontract agreement shall preserve and protect the rights of the Village under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Village. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1 All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final voucher on the contract is issued.

7.2 Contractor shall supply the Village with "as-built" plans prior to the Village making the final payment.

ARTICLE 8: DEFAULT

8.1 If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the Work with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the Work in an acceptable manner, the Village shall give notice to the Contractor and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the Village shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract.

8.2 Upon declaration of Contractor's default, the Village may, at his option, call upon the surety to complete the Work in accordance with the terms of this contract or may take over the Work, including any materials and equipment on the work site as may be suitable and acceptable to the Village and may complete the Work by or on its own force account, or may enter into a new contract for the completion

of the Work, or may use such other methods as shall be required for the completion of the Work in an acceptable manner.

8.3 All costs and charges incurred by the Village, together with the cost of completing the work shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the Village shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the Village, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the Village the amount of such excess.

ARTICLE 9: DISPUTES AND VENUE

9.1 If an Architect or Engineer has contracted with the Village to administer the Contract between Village and Contractor, disputes shall be handled with the involvement of the Architect or Engineer according to the terms of the contract between the Village and the Architect or Engineer and any reference made herein to "Architect" shall be read as "Engineer" where applicable. In any other case, disputes concerning a question of fact under the contract shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the contract.

9.2 Any legal action taken by either party shall be decided based upon the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence of the Contract. Village shall not grant, and Contractor shall not seek damages for delays; however, Village shall grant an increase in the Contract Time for delay not caused by Contractor, its Subcontractors or others for whose actions Contractor is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the contract, furnish to the Village a certificate of insurance showing the Village, its trustees, officers, directors, agents, employees, representatives and assigns, and Greeley and Hansen as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the Village, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the Contractor's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnites. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required

insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

.1 Worker's Compensation: STATUTORY coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work under this contract. Such insurance shall hold the Village free and harmless of all personal injuries of all persons whom the Contractor may employ directly or through Subcontractors.

.2 Employers Liability: \$500,000 minimum liability.

.3 Comprehensive General Liability; including Bodily Injury and Property Damage.

\$1,000,000 Each Occurrence - Combined Single Limit
\$2,000,000 Aggregate - Completed Operations
\$2,000,000 Each Occurrence - Blanket Contractual Liability

.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

11.2 Indemnification

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

the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

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

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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.

VILLAGE OF ORLAND PARK, ILLINOIS
GENERATOR SET REPLACEMENT

Scope of Work

Greeley and Hansen LLC

June 10, 2009

General

1. **Project Location** - The site of the work is the Orland Park Lake Michigan Water Pumping Station located at 8800 Thistlewood Lane, Orland Park, IL 60462. The Project Owner is the Village of Orland Park (VILLAGE). Greeley and Hansen LLC (GH) is the OWNER'S engineer. All work described herein will take place at the pumping station.
2. **Project Contact Persons** - The primary point of contact for the Village is Mr. John Ingram 708-403-6350. Greeley and Hansen LLC is the Village's engineer. The primary point of contact for the engineer is Mr. Ray David 847-812-4544.
3. **Project Intent** - The intent of the project is to replace the existing 550 KW natural gas generator set with a new 750 KW diesel generator set. The Contactor shall provide the all of the services described herein and ancillary services related thereto, even though not specifically described, to achieve a complete and fully operation stand-by generator system.
4. **Village Contract Documents** - The successful proposer will be required to enter into a standard form contract (sample attached), subject to modifications, with the Village of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract. **The proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process.**

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

5. **Insurance Requirements** - Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposing proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to ~~operating the concession facility~~. All such policies shall name the Village and Greeley and Hansen LLC as additional insureds and shall provide that the policy may not be terminated or

canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

Work to be Performed

1. **Equipment Removals** - The contractor shall remove and dispose of the existing 550 KW engine-generator set. The contractor shall provide all disconnection services, rigging, transport and the like for disposal of the unit. Any salvage value received from disposal of the generator set shall be to the benefit of the contractor. The existing generator set is non-operational. Parts of the engine are lying loose in the generator room of the pump station and shall be disposed of along with the engine-generator set.
2. **Furnish and Install a new 750 KW Diesel Engine-Generator Set** - Furnish, if applicable, and install the new 750 KW diesel engine generator set in the generator room of the pump station; or, if the engine-generator set has been pre-purchased by the Village, perform all work needed for installation of the engine-generator set including off-loading from the delivery truck and moving the unit into the generator room, setting in-place, alignment, complete with isolation pads ready for connection, start-up and use.
3. **Generator Set Specifications**
 - a. Diesel fueled, 750 KW (938 KVA @ 0.8 Power Factor) capacity. The engine-generator set shall be as described in the proposal attached hereto.
 - b. Generator specifications:
 1. Efficiency at Full Load – 95.9%
 2. Voltage Rating – 480/277 Volts, 3-Phase, 60 Hertz
 3. Synchronous Speed – 1,800 RPM
 4. Service – Standby
 5. Excitation Type – Permanent Magnet
 6. Wound with all copper wiring. Aluminum wiring will not be accepted.
 7. Maximum Voltage Drop/Dip – 10%
 8. Maximum Frequency Drop/Drip – 5%
 9. Starting kva (SKVA) – Minimum 2,976 SKVA
 10. Insulation Class – H
 11. Ambient Temperature – 40 degrees Centigrade
 12. Temperature Rise – 105 degrees Centigrade @ 750 KW
 - c. Generator Set shall be capable of starting in sequence the following loads:
 1. Permanent auxiliary lighting and other miscellaneous loads – 60 KVA (total)
 2. Permanent auxiliary small motor loads – 60 HP (total)
 3. First High Service Pump – 300 HP induction Motor on Solid State Reduced Voltage Starters (the Solid State Reduced Voltage Starters SCR'S stay in circuit)

4. Second High Service Pump – 300 HP induction Motor on Solid State Reduced Voltage Starters (the Solid State Reduced Voltage Starters SCR'S stay in circuit)
- d. The Generator Circuit Breaker (thermal magnetic) shall be rated at 1,200 AF/1,200 AT (100 % rated in its enclosure with 65 KAIC) with the following protection features:
1. Adjustable current pick up & delay time
 2. Adjustable Ground Fault pick up & delay time
 3. Adjustable Instantaneous pick up
- e. The Generator Set shall be complete with the accessories including the following:
1. Integral fuel diesel fuel storage tank located in the base of the unit having a minimum capacity for 24 hours run time at full load, not to exceed 1320 gallons. The outer containment tank shall have a capacity of 110% of the internal fuel storage tank. The interstitial space between the two tanks shall be equipped with a leakage alarm wired out to the generator control panel.
 2. Generator Set Control Panel to be located where the existing generator control panel is now located. The panel shall contain the generator circuit breaker, generator controls and annunciator panel. The panel shall have an internal barrier to separate 460V power from the controls.
 3. Generator Set Battery Charger and Batteries – Batteries to be sealed, of the low maintenance type
 4. Generator Set Automatic Starting on loss of utility power. The generator set starting sequence shall be wired to the existing automatic Utility Main – Tie – Generator Switch system at the existing Motor Control Center (MCC) located in the electrical room adjacent to the generator room. The existing louvers and fans must also be reconnected for automatic operation.
 5. Generator set automatic voltage regular and automatic governor
 6. Provide generator run and fail signal to existing SCADA system
 7. Generator/Engine Protection shall include
 - a. Undervoltage/Overvoltage
 - b. Under frequency/Over frequency
 - c. Overcurrent
 - d. Low oil pressure alarm and shutdown
 - e. High coolant temperature alarm and shutdown
 - f. Low coolant level alarm and shutdown
 - g. Low coolant temperature alarm
 - h. Overspeed shutdown
 - i. Overcrank shutdown
 - j. Battery Charger failure
 - k. Battery overvoltage/undervoltage
 - l. Low fuel level alarm
 - m. Fuel leak alarm
 - n. Maintenance interval timer
 - o. Not in auto mode alarm

- f. Reference the attached Block Diagram – Sheet 1 of 1 for electrical power details associated with the new engine-generator set.

4. Conduits and Wiring

- a. The Contractor shall make the necessary revisions to the conduits and wiring to accommodate the location of the new 750 KW Generator Set. Existing conduits may be lengthened using screwed style couplings and conduit material that matches the existing conduits. Provide new wires from the generator to the generator breaker. Splicing of existing wires will not be allowed.
- b. New Conduits and Wiring

The Contractor shall provide conduits, conduit fittings, junction boxes, pull boxes, etc. to match the existing system. Conduits shall be galvanized rigid steel conduits. It is the intent to reuse the existing system of conduits and wires to the maximum extent practicable, see para a. above for where new wires are required.

The Contractor shall provide power, control and instrumentation wiring and related accessories to match the existing system. The wires for power & controls shall be copper, rated at 600 volts RHH/RHW insulation system. The minimum size for power wiring shall be #12 AWG. The minimum size for control wiring shall be #14 AWG. The wires for instrumentation shall be copper, with insulation rated at 600 volts. The minimum size for instrumentation wiring shall be #16 TWSH pairs with aluminum foil and a drain wire.

5. Generator Control Panel

The Contractor shall provide a new breaker and generator control panel in the Generator Room or rework the current control panel by providing an acceptable breaker for both the 750 KW Generator Set and the electrical scheme used in the pump station. If the existing panel is reused, paint (prime and finish coat) any new metal panels to match the existing cabinet.

6. Cooling Water Piping

The Contractor shall modify and rework the cooling water piping to accommodate the 750 KW Generator Set. Remove and dispose of any unnecessary piping. Extend existing piping to points of connection on the new generator set. Rework drain piping to route spent cooling water to the existing floor drain. Use piping materials and jointing to match existing. Provide new-shut off valves at points of connection on the water supply piping. Provide a D.C. solenoid valve in the coolant water supply for control of the water flow to the heat exchangers sized for cooling requirements when operating at full load. Provide unions as needed to facilitate disassembly of new piping. Cooling water piping is to be schedule 40 steel.

7. Drains

Provide containment or protection for existing cooling water drain scupper and floor drain from diesel spills, if required by code.

8. Natural Gas Piping

Following the removal of the existing Waukesha Generator Set, the existing natural gas piping located within the generator room shall be terminated by the Contractor. The Contractor shall terminate the natural gas line downstream of the natural gas meter in the lower level of the Pump Station.

9. Exhaust System

The Contractor shall install and provide the necessary exhaust system, silencer and piping required for the 750 KW Generator Set. The exhaust silencer shall be suitable for a residential district installation giving a maximum sound level of 80 dB(A) at a horizontal distance of 50 feet. Exhaust piping shall be schedule 40 steel pipe and horizontal piping shall pitch downward away from the engine. The silencer inlet pipe shall be connected to the engine through a No. 316 stainless steel flexible connector, supported to avoid strain on the engine. A valved silencer drain shall be piped to a drain point, and the Schedule 40 discharge pipe extended through the roof through the existing opening in the same manner as the existing arrangement. The exhaust pipe shall terminate with a suitable rain cap. The silencer shall be painted with high temperature aluminum paint suitable for temperatures to 1,200 degrees F. If a new roof penetration shall be required for the exhaust system, the location will need to be approved by GH and VILLAGE and comply with details shown on Pump Station and Reservoir drawing and specifications set. These drawings and specifications are available for inspection at the Pump Station. The existing opening shall be closed and sealed to restore the roof to a condition matching the adjoining roof area as approved.

The engine-generator exhaust pipe and silencer shall be insulated with 4-inch thick calcium silicate blocks, securely banded in place over ¾-inch ribbed lath. Insulating cement shall then be applied in two ¼-inch layers and troweled to a smooth finish, followed by an 8-ounce glass cloth or flameproof canvas jacket adhered with Sealfas, Arabol, or equal lagging adhesive.

All low spots in the exhaust piping shall be equipped with ½-inch drains and valves and piped to 6 inches above the floor.

10. Batteries and Charger

The existing batteries and charger may be reused if adequate for starting the new engine-generator set. Provide the VILLAGE with a quotation for providing a new charger and batteries if required for the new engine-generator set. Include the cost of the new batteries and charger as a separate line item in the bid proposal.

11. Vent for Generator Set Fuel Tank

The Contractor shall vent the 750 KW Generator Set's fuel tank to out-of-doors through the Generator Room wall. Pipe materials used, wall penetration detail, vent pipe routing and termination shall be consistent with existing conditions and workmanship and as approved.

12. Testing

Performance test the new engine-generator setting by operating the station loads as previously described. The new engine-generator set is to start and operate all the loads described above. Demonstrate three successful automatic start-ups. Demonstrate operation with the described load continuously for a period of twenty-four hours. If the engine-generator set does not pass the test, make any necessary modifications required to bring the new equipment into compliance.

13. Training

Train VILLAGE staff in the operation and maintenance of the new engine-generator equipment. Provide a minimum of six hours of training.

14. O&M Manual and Record Drawings

Provide the VILLAGE with three sets of the engine-generator set manual and record drawings documenting the work performed at the pumping station.

15. Painting

Paint new water, drainage and exhaust piping per VILLAGE color selection. Painting includes surface preparation, prime coat and two finish coats. Prime coat shall be Tnemec Series 140-Pota-Pox Plus, or equal, with a dry film thickness of 4.0-6.0 mils. Finish coats shall be Tnemec Series 69 Hi-Build Epoxoline II, or equal, with a dry film thickness of 2.0-3.0 mils per coat. Piping to be insulated shall be prime coated only. Insulation shall be painted with Sherwin Williams Exterior Latex Satin A100 Series. Equipment furnished with a factory coating shall be touched up as required to provide a neat and finished appearance of the original factory coating.

16. Final Site Clean-up

Remove all work materials and clean the pumping station of all dirt and debris where contract work has taken place. Repair or replace any portions of the pump station that have been damaged through the construction effort.

17. Warranty

Provide five (5) year extended warranty. Include the cost of the extended warranty as a separate line item in the bid proposal.

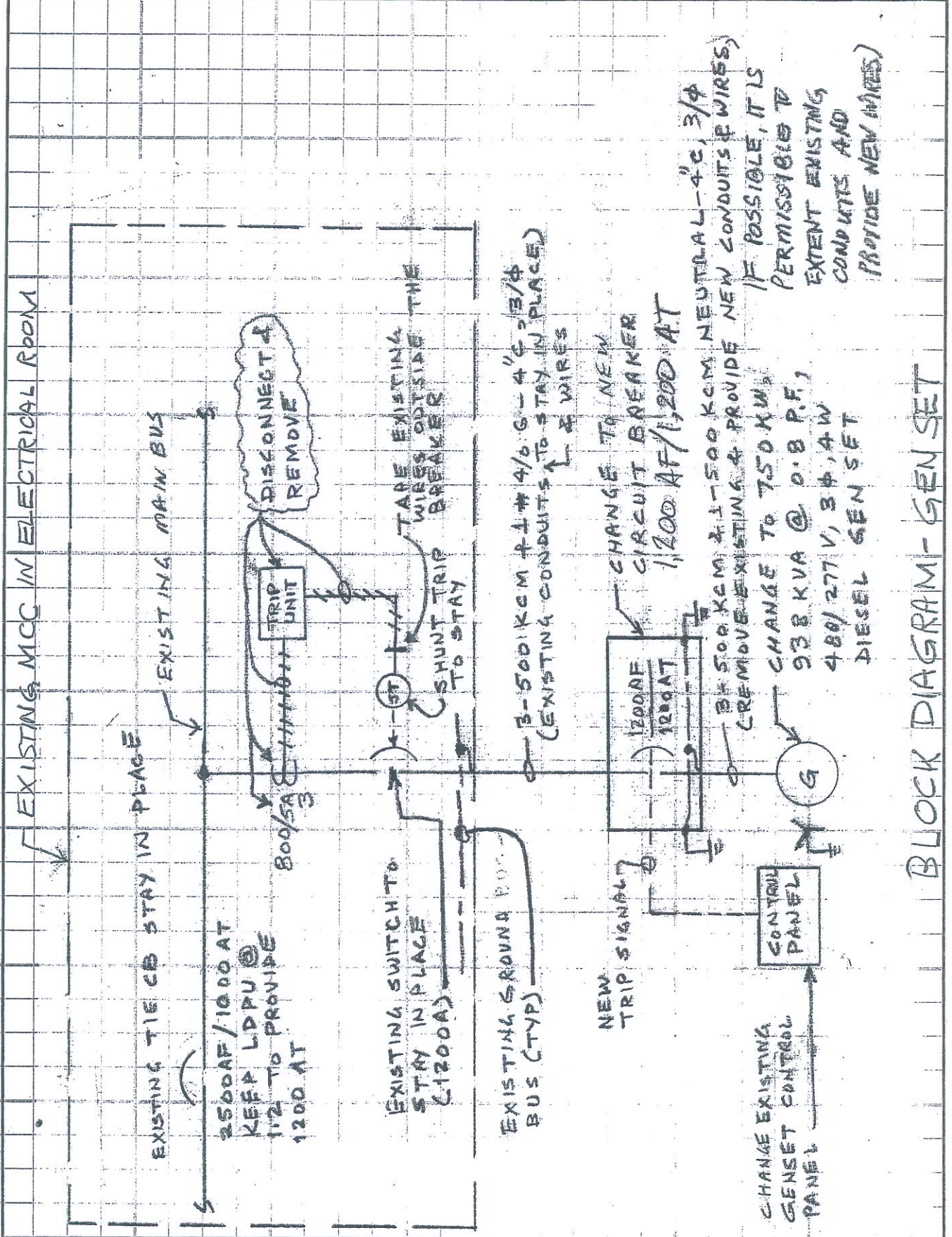


PROJECT GENERATOR SET REPLACEMENT
SUBJECT ELECTRICAL MODIFICATIONS

PROJECT # _____
CLIENT ORLAND PARK, IL

COMP BY SCS DATE 5/29/09 CDK BY KVJ DATE 6/10/09

SHEET 1 OF 1



BLOCK DIAGRAM - GEN SET



Meccon Industries, Inc.

2703 Bernice Road
P.O. Box 206
Lansing, IL 60438-0206
(708) 474-8300 Tel
(708) 474-8310 Fax
email: info@meccon.com
website: www.meccon.com

7/8/09

Village Of Orland Park
15655 Ravinia Ave
Orland Park, IL.

Attn: Mr. John Ingram

RE: Main Pumping Station Generator Replacement
Meccon Estimate # 09-273 Revision #1

Dear Mr. Ingram,

Meccon Industries, Inc. is pleased to submit this firm lump sum proposal for the replacement of the Main Pump Station Generator as detailed in our site walk and the scope of work issued by Greeley and Hansen.

Total Cost: ~~One Hundred Eighty Three Thousand Four Hundred Sixty Seven Dollars~~ ³ ^{dd} \$178,000.00

The above proposal is contingent upon the following terms and conditions:

1. Meccon has reviewed and answered the general contractor and electrical questions dated July 1, 2009. The above price has been adjusted reflecting discounting we received from Charles Equipment and cost adders previously mentioned for painting of the piping and the silencers.
2. Meccon has included the cost associated with supplying, receiving and setting one (1) MTU/Katolight generator set. This generator set will be supplied per the attached quotation from Charles Equipment and includes a trade in allowance of \$10,000.00 for the existing generator.
3. Meccon has included the cost for all electrical demolition and reconnection work that will be required to install & connect the new MTU/Katolight generator.
4. Meccon has included the removal and termination of all mechanical piping items associated with the existing generator.
5. Meccon has included all silencer, vent, and cooling water piping that will be required with the MTU/Katolight generator.
6. Meccon has included insulation as required for the silencer piping.
7. Meccon has included all painting that will be required.
8. Meccon Industries, Inc. has based this proposal on our standard working hours; no overtime work has been included.
9. Meccon will produce a generator submittal package for Orland Park approval; this submittal package will be consistent with the received bidding documents and subsequent question and received answers. Any changes to the scope of this equipment that may result in added cost or savings will be handled via a change order to the Village.



Meccon Industries, Inc.

2703 Bernice Road
P.O. Box 206
Lansing, IL 60438-0206
(708) 474-8300 Tel
(708) 474-8310 Fax
email: info@meccon.com
website: www.meccon.com

10. Meccon assumes clear unrestricted access to the work area.
11. Meccon has not included floor tile replacement; Meccon assumes the new footprint of the generator will cover any floor tile imperfections that may exist from the existing unit. Meccon will assume responsibility for floor tile damage as a result of our work only.
12. Meccon has not included any building modifications that may be required to meet fire or Village Codes.
13. Meccon assumes the new silencer piping will be sized for fitment through the existing roof penetration (Per Charles Equipment) No roof modifications have been included.
14. Meccon offers an alternate proposal to supply, receive and set one (1) Caterpillar Generator set per the attached proposal. The total cost for this option: Two Hundred One Thousand Five Hundred Dollars **\$201,500.00**

Meccon Industries, Inc. appreciates the opportunity to quote this project, if you have any questions regarding this proposal please do not hesitate to call anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank L. Rowley", written over a horizontal line.

Frank L. Rowley
Project Manager-MII

BUSINESS ORGANIZATION:

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

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

X Corporation: State of Incorporation: Delaware

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

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

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

Meccon Industries, Inc.
Business Name

(Corporate Seal)


Signature

Paul R. Curran
Print or type name

Vice President
Title

8/10/09
Date


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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Paul R. Curran, being first duly sworn certify and say

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

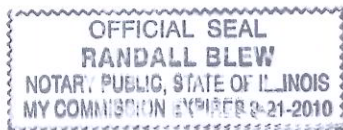
of Meccon Industries, Inc., the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging"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



Signature of Person Making Certification
Paul R. Curran, Vice President

Subscribed and Sworn To
Before Me This 10th Day
of August, 2009.

Randall Blew
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: 
Paul R. Curran, Vice President

ATTEST: 
Stephen D. Curran, Secretary/Treasurer

DATE: 8/10/09

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: _____



(Authorized Officer)

Paul R. Curran, Vice President

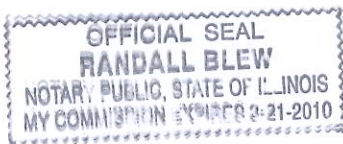
Subscribed and Sworn to

before me this 10th day

of August, 2009



Notary Public



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

Paul R. Curran, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

Meccon Industries, Inc., having submitted a proposal for:
(Name of Company)


Main Pump Station Generator Replacement to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that _____ is/are currently participating in a
(Name of employee/driver or "all employee drivers")
drug and alcohol testing program pursuant to the aforementioned rules.


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

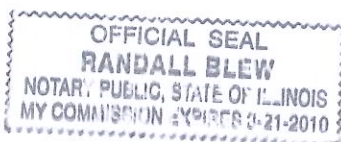
4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: 
(Officer or Owner of Company named above)
Paul R. Curran, Vice President

Subscribed and sworn to Before me
this 10th day of August, 2009.


Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Paul R. Curran, having been first duly sworn depose and state as follows:

I, Paul R. Curran, am the duly authorized agent for Meccon Industries, Inc., which has submitted a bid to the Village of Orland Park for Main Pump Station Generator Replacement and I hereby certify that Meccon Industries, Inc.


(Name of Company)

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

By: 
Paul R. Curran

Title: Vice President

Subscribed and Sworn to
Before me this 10th
Day of August, 2009


Notary Public



REFERENCES

(Please type)

ORGANIZATION Hammond Sanitary District
ADDRESS 5143 Columbia Avenue
CITY, STATE, ZIP Hammond, IN 46320
PHONE NUMBER (219) 853-6558
CONTACT PERSON Rich Sutton
DATE OF PROJECT On - Going

ORGANIZATION City of Joliet
ADDRESS East Side Plant
CITY, STATE, ZIP Joliet, IL
PHONE NUMBER (815) 724-3675
CONTACT PERSON Harold Hardy
DATE OF PROJECT 2008

ORGANIZATION Downers Grove Sanitary District
ADDRESS 2710 Curtis Street
CITY, STATE, ZIP Downers Grove, IL 60515
PHONE NUMBER (630) 969-0664
CONTACT PERSON Jeff Barta
DATE OF PROJECT 2008

Bidder's Name: Frank L. Rowley

Signature & Date:  8/10/09

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/09

PRODUCER Arthur J Gallagher Risk Mgmt Services 2 Pierce Place Itasca, IL 60143 Catherine Brock 630.773.3800	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Mecon Industries, Inc. P. O. Box 206 2703 Bernice Road Lansing, IL 60438	INSURERS AFFORDING COVERAGE
	INSURER A: Old Republic Insurance Co.	24147
	INSURER B: Illinois Union Insurance Company	27960
	INSURER C: Arch Specialty Insurance Company	21199
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG2010 (07/04) <input checked="" type="checkbox"/> CG2037 (07/04) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MWZY58286	04/01/09	04/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MWTB20638	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	G22022878004	04/01/09	04/01/10	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	MWC115979	04/01/09	04/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		Excess Liability	UXP002528401	04/01/09	04/01/10	\$15,000,000 Each Occ \$15,000,000 Aggregate

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

The following are shown as additional insureds with respect to General Liability coverage as evidenced herein on a primary/non contributory basis and additional insured on Automobile Liability coverage as required by written contract with respect to work performed by the named insured. A waiver of subrogation in favor of the following is (See Attached Descriptions)

CERTIFICATE HOLDER Village of Orland Park 14700 S. Ravinia Ave. Orland Park, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Michael R. Parnish</i>
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IMPORTANT

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

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

DISCLAIMER

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

DESCRIPTIONS (Continued from Page 1)

included under the General Liability and Workers' Compensation coverage as evidenced herein as required by written contract.
Excess Liability follows form.

The Village of Orland Park, Greeley and Hansen and their respective officers, trustees, directors, employees and agents., and others, as required by written contract

POLICY NUMBER: MWZY58286

COMMERCIAL
GENERAL LIABILITY
CG 20 10 07 04

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
All persons or organizations as required by contract or agreement	On File with Company
Information required to complete this Schedule, if not 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.

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.

CG 20 10 07 04

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POLICY NUMBER: MWZY58286

COMMERCIAL
GENERAL LIABILITY

CG 20 37 07 04

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons or organizations as required by contract or agreement	On File with Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

CG 20 37 07 04

© ISO Properties, Inc., 2004

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s): **All persons or organizations where required by written contract.**

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance coverage, this coverage will be primary and any insurance maintained by such person(s) or organization(s) will apply on an excess basis.