CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0299 Innoprise Contract #: C14-0092

Year: 2014-16 **Amount:** \$8,697.00

Department: Recreation

Contract Type: Services

Contractors Name: Patten Industries (Patten Elmhurst Power)

Contract Description: Taste of Orland Electricity 2014-16

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

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



VILLAGE HALL

TRUSTEES

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

June 3, 2014

Mr. Jim Decatur Patten Industries 615 W. Lake Street Elmhurst, Illinois 60126

NOTICE OF AWARD – Taste of Orland Electricity 2014

Dear Mr. Decatur:

This notification is to inform you that on June 2, 2014, the Village of Orland Park Board of Trustees approved awarding Patten Industries the contract in accordance with the proposal you submitted dated April 2, 2014 for Taste of Orland Electricity 2014-16 in an amount not to exceed Eight Thousand Two Hundred and No/100 (\$8,200.00) Dollars per year.

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 June 17, 2014.

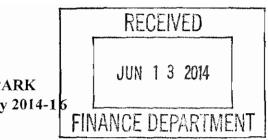
• Enclosed is the Contract for Taste of Orland Electricity 2014. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.

Please 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 is 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 proposal 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@orlandpark.org.

Sincerely,

Contract Administrator

cc: Ray Piattoni



VILLAGE OF ORLAND PARK Taste of Orland Park Electricity 2014-16 (Contract for Services)

This Contract is made this 3rd day of June, 2014 by and between The Village of Orland

Park (hereinafter referred to as the "VILLAGE") and **Patten Industries** (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- ☐ The Request for Proposals issued March 20, 2014
- ☐ The Instructions to Proposers
- □ This Contract
- ☐ The Terms and Conditions
- ☐ The Proposal dated April 2, 2014 as it is responsive to the VILLAGE'S RFP requirements
- 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 provide the services as described in the CONTRACT DOCUMENTS and further described below:

To provide electrical service for the Taste of Orland Park for 2014-2016, as described in the proposal dated April 2, 2014

(hereinafter referred to as the "WORK") 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 amount for performance of the described services:

Total: Eight Thousand Two Hundred and No/100 (\$8,200.00) Dollars per year

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The term of the Contract shall be for a three (3) day event (not including set-up and tear down time), to be held on August 1-3, 2014, and similar dates in 2015 and 2016. This Contract shall terminate upon completion of the WORK or August 31, 2016, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify, defend 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 the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. 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. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR 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 this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the V1LLAGE: To the CONTRACTOR:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
To the CONTRACTOR.

Jim Decatur
Patten Industries
615 W. Lake Street
Elmhurst, Illinois 60126
Telephone: 630-465-2935

Facsimile: 708-403-9212 Facsimile:

e-mail: ddomalewski@orland-park.il.us e-mail: decaturj@pattencat.com

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

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

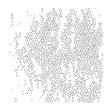
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

<u>SECTION 14: COUNTERPARTS:</u> 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	FOR: THE CONTRACTOR
Ву:	By: Podten Cadespiller
Print Name: Paul G. Grimes	Print Name: Jim Recurry
Village Manager	Its:
Date: 6/17/14	Date: June 11, 2014



Office of the Village Clerk 1400 South Ravinia Ave Orland Park, IL 60462

RE. RFP for the Taste of Orland Park Electricity.

Dear Clerks Office,

Thank you for giving Patten Caterpillar the opportunity to bid on the above mentioned bid. Enclosed you will find for your review is 2 signed and Bound and one unbound RFP and 3 References for your review.

Qualifications- Experience-Operating History

Patten Caterpillar has been in Business for over 80 years. We have over 300 employees at 4 locations in Northern Illinois and Indiana. All of our techs that work on our equipment are also the staff that attends and completes the installations onsite. Our technicians are all Union technicians and are trained Caterpillar employees. Some notable events that we have worked on recently are the NHL Coors Light Stadium Series at Soldier Field. The BMW Championship in Lake Forest, which used over 50 Generators and light towers. Patten also works with the Chicago land Speedway for all Races that occur at the track. Many of our techs also have Three Rivers Safety Training and hold and OSHA 10 hour Card. Please see the attached list of References to call on with current clients.

If you have any questions please feel free to call Jim Decatur at 630-465-2935 or contact me by email at <u>decaturj@pattencat.com</u>.

Sincerely

Jim Decatur

Account Executive

Patten Caterpillar

VILLAGE OF ORLAND PARK, ILLINOIS TASTE OF ORLAND PARK ELECTRICITY REQUEST FOR PROPOSALS

REQUIREMENTS OF PROPOSAL

Scope of Services

The Village of Orland Park, Illinois is requesting proposals for electrical service for the Taste of Orland Park, August –1-3, 2014, with the option to renew for 2015 and 2016.

The Village of Orland Park will provide diesel fuel for all generators.

MINIMUM EQUIPMENT REQUIREMENTS:

Quantity	Description
1	125KW (or larger) 400 amp 3 phase quiet generator
1	30-34KW (or larger) 120/208 3 phase generator
1	45KW (or larger) 120/208 generator
4	200 amp power panel w/outlets
	■ 1 w/2 100 amp 3 pole breakers
	2 w/110v outlets & (5) 60 amp p&s connections
	■ 1 w/2 30 amp circuits
1	100 amp power panel w/110v outlet & (4) 60 amp p&s
24	60 amp power panels 8 w/30 amp plugs for beer carts
8	15' cable
5	25' cable 300 amp
15	50' cable (5) 200 amp; (5) 300 amp
19	100' cable (5) 200 amp; (5) 300 amp
94	Cable ramps
1	100' Double box quad extension cord
6	4000 Watt light Towers
1	Distribution panel with 2/100 amp breakers, 5 female cam-lok connector tails
	on the 100 amp breakers (3 on breakers, 1 on neutral, and 1 on ground)

- a) All set-up must be 100% compete by 2:00 P.M. on Friday, the first day of the event;
- b) Technicians must be available to trouble shoot on the first day of the event thru the satisfactory opening of the event;
- c) To ensure 100% completion as specified, delivery of equipment and/or set-up may begin on the Thursday prior to the first day of the event;
- d) Please include an outline for emergency service contingency in the proposal.

PROPOSAL SUMMARY SHEET

Taste of Orland Electricity Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Delow.
Organization Name: Patten Incustries
Street Address: 615 w. Lako Sd.
City, State, Zip: Elmhosst 12 60126
Contact Name: Jim Decator
Phone: 636-465-2935 Fax:
E-Mail address: Jacaturi @ patter cut. com
FEIN#: 36-160-4820
TOTAL PROPOSAL PRICE
2014 \$ <u>8200.00</u>
2015 \$ 8200.00
2016 \$ 8200-00
Signature of Authorized Signee:
Title: Account Executive Power Rantal Enderbarnen 1 Services
Date: Apr. 2, 2014
ACCEPTANCE: This proposal is valid for <u>60</u> calendar days from the date of submittal. (Note: At least 60 days should be allowed for evaluation and approval)
padden shall not be liable to ent indirect or can sequential damages here under
indirect or can sequential damages here under

BUSINESS ORGANIZATION:				
Sole Proprietor: An individual whose signature is affixed to this proposal.				
Partnership: Attach sheet and state full names, titles and address of all principals and/or partners. Provide percent of ownership and a copy of partnership				
Provide a disclosure of all officers and principals by name and business addincorporation and indicate if the corporation is authorized to do business in Illinois.				
In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.				
In compliance with your Request for Proposals, and subject to all conditions undersigned offers and agrees, if this proposal is accepted, to furnish the services	thereof, the as outlined.			
Patter Investor Inc. (Corporate Seal) Business Name	***************************************			
Signature Print or type name				
Title Date				

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

1, Jim De	ratur	, being first duly sworn certify
and say that I am A (insert "s	sole owner," "partner," "president	t," or other proper title)
contracting with any unit of s	tate or local government as a re s Criminal Code, or of any simil	, the Prime Contractor is not barred from sult of a violation of either Section lar offense of "bid-rigging" or "bid-aking Certification
Subscribed and Sworn To Before Me This 2 Day of April , 2014. Linda Que bland Notary Public	LINDA A WEISHAUPT OFFICIAL MY COMMISSION EXPIRES NOVEMBER 21, 2014	

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 <u>written</u> 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 vendor'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."

Jim Deahr , having submitted	a proposal for
Publica Industries Fre.	(Name of Contractor) for
Village of Valued Pork Fostacl	(General Description of Work Proposed on) to at said contractor has a written sexual
the Village of Orland Park, hereby certifies the	at said contractor has a written sexual
harassment policy in place in full compliance	with 775 ILCS 5/2-105 (A) (4).
By:	
Auth	norized Agent of Contractor

Subscribed and Sworn To Before Me This 2 Day

ndi Missoha

COMMISSION EXPIRES NOVEMBER 21, 2014

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 Vendor'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 Vendor 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 Vendor 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 Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

ACKNO	WLEDGED AND AGREED TO:
BY:	0)4
DATE:	and 2.14

TAX CERTIFICATION I, <u>GEORGE KAPITZICY</u>, having been first duly sworn depose and state as follows: agent for Tastorn Inductors Inc., am the duly authorized submitted a proposal to the Village of Orland Park for (Name of Project) Padden Industries Inc. 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. Subscribed and Sworn To Before Me This 300 Day of Capril , 2014.

20

TASTE OF ORLAND ELECTRICITY REP

REFERENCES

(Please Print or Type) ORGANIZATION	Ram Racing
ADDRESS	951 Carporate Grove Dr.
CITY, STATE, ZIP	Butta la Grove 12 60089
PHONE NUMBER	224-365-8222
CONTACT PERSON	Hayoen Moldenhouer
DATE OF PROJECT	Mult: lines during the year.
ORGANIZATION	Hammond Durk Dist.
ADDRESS	5825 Suhl
CITY, STATE, ZIP	Hammond, 15 46320
PHONE NUMBER	214-853-6437
CONTACT PERSON	Donna mite
DATE OF PROJECT	0.18 2013
ORGANIZATION	Mom Rental
ADDRESS	493 Mission Street
CITY, STATE, ZIP	Carol Stream 12 60188
PHONE NUMBER	630-871-9999
CONTACT PERSON	Sandy Sabizak
DATE OF PROJECT	multiple Events Durning Year
Proposer's Name & Title:	J. J. Jim Docator Accord Exc.
Signature and Date:	- 'G'









CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, concertificate holder in lieu of such endorse	ertain ment	n policies may require an ei	ndorse	ment. A stat	tement on th	is certificate does not o	onfer r	rights to the
PRODUCER			CONTA	ст Tom Wr	iaht			
HUB International Midwest Limited			PHONE (A/C, No	TOITI VVI	IGHT	FAX (A/C, No):		
55 East Jackson Boulevard			I E-MAII					
Chicago IL 60604			ADDRE	•		national.com		
						RDING COVERAGE		NAIC #
	*				oublic Insura			24147
INSURED			INSURE	яв:Traveler	s Property (Casualty America		25674
Patten Industries, Inc.			INSURE	R C :				
Attn: CFO 635 W. Lake Street			INSURER D:					
Eimhurst IL 60126			INSURE	RE:				
			INSURE	RF:				
		TE NUMBER: 1042136064				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES C INDICATED. NOTWITHSTANDING ANY REQ CERTIFICATE MAY BE ISSUED OR MAY PE EXCLUSIONS AND CONDITIONS OF SUCH PO	UIREN RTAII	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO	WHICH THIS
LTR TYPE OF INSURANCE IN	SR W	VD POLICY NUMBER			POLICY EXP (MM/DD/YYYY)	LIMIT	5	
A GENERAL LIABILITY Y	Y	MWZY301731		3/1/2014	3/1/2015	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000	,000
X COMMERCIAL GENERAL LIABILITY						PREMISES (Ea occurrence)	\$500,0	00
CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000	0
						PERSONAL & ADV INJURY	\$1,000	,000
						GENERAL AGGREGATE	\$2,000	,000
GEN'L AGGREGATE LIMIT APPLIES PER:					1	PRODUCTS - COMP/OP AGG	\$2,000,	,000
POLICY X PRO- JECT LOC							\$	
A AUTOMOBILE LIABILITY		MWTB301604		3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	,000
X ANY AUTO					!	BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							\$	
B X UMBRELLA LIAB X OCCUR		ZUP12S9803514NF		3/1/2014	3/1/2015	EACH OCCURRENCE	\$10.000	0,000
EXCESS LIAB CLAIMS-MADE	1					AGGREGATE	\$10,000,000	
DED X RETENTION \$10,000						***************************************	\$	-,
A WORKERS COMPENSATION	Y	MWC30145700		3/1/2014	3/1/2015	X WC STATU- OTH- TORY LIMITS ER		
AND EMPLOYERS' LIABILITY VINI						E.L. EACH ACCIDENT	\$1,000,000	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	/ A					E.L. DISEASE - EA EMPLOYEE	- i iii '	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$1,000,000		
DESCRIPTION OF OPERATIONS Below						E.L. DISEASE - POLICY LIMIT	\$1,000,	,000
						L.		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	5 (Atta	ach ACORD 101, Additional Remarks	Schedule	, if more space is	s required)			
Village of Orland Park is included as additional insureds under Corbasis, when agreed in a written contract, A waiver of subrogation applies under World but to policy terms, conditions and ex	subje orkers	ect to policy terms, conditions s Compensation in favor c	ons an	d exclusions	S.	•		•
CERTIFICATE HOLDER			CAN	CELLATION				
Village of Orland Park 14700 S. Ravinia Ave Orland Park IL 60462		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
		AUTHORIZED REPRESENTATIVE						

ADDENDUM A to

Taste of Orland Park Electricity 2014-16 Agreement

Dated

June 3, 2014

Between

The Village of Orland Park, Illinois ("VILLAGE") and Patten Industries ("CONTRACTOR")

WHEREAS, on June 3, 2014, a certain Agreement regarding Taste of Orland Park Electricity 2014-16 between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to modify the Scope of Work.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

- In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
- 2. <u>SECTION 1: THE CONTRACT DOCUMENTS</u> of said Agreement shall be amended to include Addendum A.
- 3. In SECTION 2: SCOPE OF THE WORK AND PAYMENT of said Agreement the words "and modified per the June 30, 2014 email to upgrade to the 75kw generator for an additional \$130 and to add one 20kw generator for \$367" shall be added after the words "...proposal dated April 2, 2014".
- 4. In SECTION 2: SCOPE OF THE WORK AND PAYMENT of said Agreement the words "Total: Eight Thousand Two Hundred and No/100 (\$8,200.00) Dollars per year" shall be striken in their entirety and replaced with "Total: Eight Thousand Six Hundred Ninety-Seven and No/100 (\$8,697.00) Dollars per year"
- All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
- 6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

ADDENDUM A to

Taste of Orland Park Electricity 2014-16 Agreement

Dated

June 3, 2014

Between

The Village of Orland Park, Illinois ("VILLAGE") and Patten Industries ("CONTRACTOR")

This Addendum, made and entered into effective the 8th day of July, 2014, shall be attached to and form a part of the Agreement dated the 3rd day of June, 2014 and shall take effect upon signature below by duly authorized agents of both parties.

FOR: THE VILLAGE	FOR: THE CONTRACTOR
By: ()	By: Taiten Caterpillar
Print Name: Paul G. Grimes	Print Name: Jim Docatur
Village Manager	Its: 4.02
Date: 7/10/14	Date: 1214 9, 2014

AGREED AND ACCEPTED