

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2010-0335

Multi Year: ☐

Amount \$120,152.32

Contract Type:

Services

Contractor's Name:

RAMSCO

Contractor's AKA:

Execution Date:

6/24/2010

Termination Date:

11/30/2010

Renewal Date:

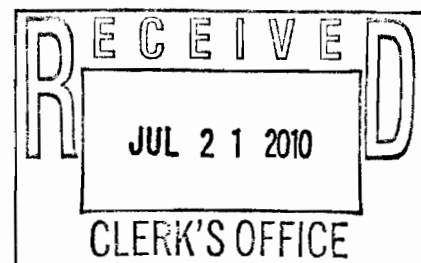
Department:

Public Works/Streets

Originating Person:

John Ingram

Contract Description: 143rd & LaGrange - Contaminated Soil Transportation
& Disposal



Wednesday, July 21, 2010

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

July 21, 2010

Mr. Steven Kastel, President
RAMSCO
902 S. Randall Rd., Suite C282
St. Charles, IL 60174

RE: *NOTICE TO PROCEED*
143rd and LaGrange Rd Soil Transportation and Disposal

Dear Mr. Kastel:

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 July 19, 2010. I understand that you were given a verbal proceed notice and are able to begin as soon as work permits.

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

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

For your records, I have enclosed one (1) original executed contract dated June 24, 2010. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
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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June 24, 2010

Mr. Steven Kastel
RAMSCO
902 S. Randall Road
Suite C282
St. Charles, Illinois 60174

NOTICE OF AWARD – Soil Transportation and Disposal - 143rd & LaGrange Rd.

Dear Mr. Kastel:

This notification is to inform you that the Village of Orland Park Village Manager has tentatively approved awarding RAMSCO the contract in accordance with the proposal you submitted dated June 17, 2010, for Soil Transportation and Disposal from 143rd and LaGrange Rd., Orland Park, IL at the stated unit prices per the proposal.

Since WORK is expected to begin on or after July 2, 2010, please comply with the following as soon as possible. You will receive verbal authorization to begin work from Ed Wilmes or John Ingram, Public Works. Your WORK must be coordinated with Brother's Asphalt.

1. Enclosed is the Contract for Soil Transportation and Disposal from 143rd and LaGrange Rd., Orland Park, IL. 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 enclosed 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: Ed Wilmes
John Ingram

VILLAGE OF ORLAND PARK
Soil Transportation and Disposal – 143rd & LaGrange Rd.
(Contract for Services)

This Contract is made this **24th day of June, 2010** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Remediation and Management Services Corporation - RAMSCO (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.

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on June 17, 2010, to the extent it does not conflict with this contract.

All Certifications required by the Village

Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Transportation and disposal of approximately 900 cubic yards of contaminated soil from the site located at 143rd and LaGrange Road, Orland Park, IL as further described in the proposal dated June 17, 2010

(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:

Unit Prices:

Project Management	\$750.00 Lump Sum
Mobilization/Demobilization	\$750.00 Lump Sum
Project Oversight/Supervision	\$700.00 / day
Screening Soils	
Environmental Technician – excavated soils	\$750.00 / day
PID – contaminated soils	\$150.00 / day
Transportation of Contaminated Stockpiled Soils	\$315.00 / load *
* note this includes 15 min of load time; \$100/hour for waiting time over 15 min.	
Load-Out Stockpiled Soils	\$1,500.00 / day
Mobilization/Demobilization of excavator/loader	\$550.00 Lump Sum
Poly/Supplies	\$150.00 / day
Disposal of Contaminated Soils	
0 to 500 tons	\$50.95 / ton
501 to 700 tons	\$50.40 / ton
701 to 1000 tons	\$42.60 / ton
1001 to 1300 tons	\$35.50 / ton
1301 to 1700 tons	\$32.14 / ton
1701 to 2000 tons	\$30.60 / ton
(includes disposal fees, environmental fees and fuel recovery costs)	

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 WORK shall commence on or after July 2, 2010, depending upon Brother's Asphalt excavation progress and continue expeditiously until final completion. This Contract shall terminate upon completion of the WORK or November 30, 2010, whichever occurs first, 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 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, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

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:

Steven Kastel
President
RAMSCO
902 S. Randall Road, Suite C282
St. Charles, Illinois 60174
Telephone: 630-443-6150
Facsimile: 630-443-0266
e-mail: ramsco_env@comcast.net

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.

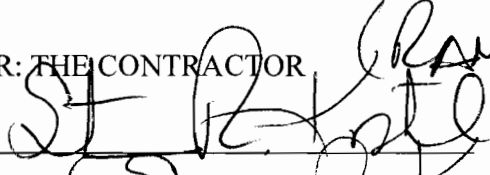
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

SECTION 14: 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: 7/7/10

FOR: THE CONTRACTOR (RAMSCO)
By: 
Print Name: STEVE R. RASKER
Its: PRESIDENT
Date: 6-25-10

RAMSCO

REMEDIATION AND MANAGEMENT SERVICES CORPORATION

902 S. Randall Road, Suite C 282
St. Charles, IL 60174

(630) 443-5150
Fax: (630) 443-0266

June 17, 2010

John Ingram
Utility Superintendent
Village of Orland Park
Department of Public Works
15655 Ravinia Avenue
Orland Park, Illinois 60462

RE: Revised Proposal for Soil Transportation and Disposal
LaGrange Road & 143rd Street
Orland Park, IL
Proposal No. **RAMSCO** 04110

Dear John:

Remediation And Management Services Corporation (**RAMSCO**) is pleased to submit this revised proposal for the soil transportation and disposal for the site located at the intersection of LaGrange Road & 143rd Street in Orland Park, Illinois.

BACKGROUND

This proposal is based upon recent telephone conversations with Mr. Ed Herlihy, Mr. Keith Oswald of V3 Companies and Mr. Marino Gerardi of Brothers Asphalt Paving and Site investigation and soil analytical provided by V3 Companies dated April 22, 2010.

Information provided by V3 and Brothers Asphalt Paving indicated to **RAMSCO** that the soil contains very low level of non-hazardous petroleum contaminated soil. Mr. Gerardi of Brothers Asphalt Paving indicated that they would excavate and stockpile the contaminated soil in an open adjacent lot.

The Village of Orland Park and V3 indicated to **RAMSCO** that an estimated 1,300 cubic yards will be required to be disposed of.

V3 and the Village indicated that 30 truck loads of contaminated soil would take three (3) to four (4) days to stockpile. V3 and the Village of Orland Park requested **RAMSCO** to supply an operator and excavator/loader to load out the stockpiled soil.

COST ESTIMATE (cont.)

Screening Soils

Daily cost to provide an environmental technician to screen the excavated soils in the amount of.....\$750.00/day

Daily cost for PID to screen the contaminated soils in the amount of.....\$150.00/day

Transportation of Contaminated Stockpiled Soils

Unit cost to transport the contaminated stockpiled soil to Environtech Landfill in Morris, Illinois in the amount of.....\$315.00/load*

*Note: This cost assumes 15 minutes of load time and hourly rate of \$100/hour applies to waiting time beyond 15 minutes.

Load-Out Stockpiled Soils

RAMSCO will provide an operator and excavator/loader to load-out stockpiled non-hazardous contaminated soil for a daily cost of.....\$1,500.00/day

Mobilization/Demobilization

Lump sum cost to mobilize/demobilize the excavator/loader (one time) to the job site in the amount of.....\$550.00

Poly and Supplies

RAMSCO will provide poly and supplies required to cover and prevent run-off for a daily cost of.....\$150.00/day

Disposal of Contaminated Soils

The following unit costs are on a scale based on the actual tonnage generated:

0 to 500 tons	\$50.95/ton
501 to 700 tons	\$50.40/ton
701 to 1000 tons	\$42.60/ton
1001 to 1,300 tons	\$35.50/ton
1301 to 1701 tons	\$32.14/ton
1701 to 2000 tons	\$30.60/ton

*Note: This fee includes disposal fees, environmental fees and fuel recovery fees.

COST ESTIMATE ASSUMPTIONS

The prices identified above are based on the following assumptions and clarifications:

- V3 and The Village of Orland Park will provide **RAMSCO** with any previous soil sampling performed and provide the necessary waste characterization sampling.
- Brothers Asphalt Paving will excavate and stockpile the contaminated soils in an empty adjacent lot prior to **RAMSCO**'s trucks mobilizing to the site.
- The contaminated soils are assumed to be non-hazardous petroleum soils generated from underground storage tanks.

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 responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

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

In submitting this 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 thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Ramsco
Business Name

(Corporate Seal) None

[Signature]
Signature

James V. Kaster
Print or type name

President
Title

6-25-10
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, STEVE R. KASTEL, being first duly sworn certify and say
that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

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



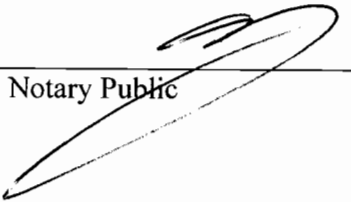
Signature of Person Making Certification

Subscribed and Sworn To

Before Me This 25 Day
of June, 2010



Notary Public



SEXUAL HARASSMENT POLICY

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

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the 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."

I, STEVEN KOSTEK, having submitted a proposal for Ramsco
(Name) (Name of Contractor)
for Sal Transportation app
Disposal - 14300 S La Grange Rd to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: SA K. L. O.
Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 25 Day

of June, 2010

[Signature]
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 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.

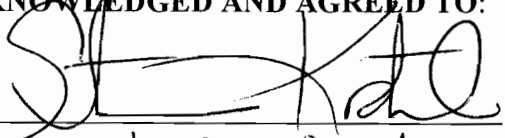
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; 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.

ACKNOWLEDGED AND AGREED TO:

BY:

ATTEST:

DATE:



Heather Robitson

6-25-10

TAX CERTIFICATION

I, STEVEN KASTEL, having been first duly sworn depose
and state as follows:

I, STEVEN KASTEL, am the duly authorized
agent for RAMSU, which has

submitted a proposal to the Village of Orland Park for
SOIL TRANSPORTATION AND
DISPOSE - 143RD LAGRANGE RD and I hereby certify
(Name of Project)

that RAMSU is not

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

a. it is contesting its liability for the tax or the amount of tax in accordance
with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for
payment of all taxes due and is currently in compliance with that
agreement.

By: St-K. de
Title: PRESIDENT

Subscribed and Sworn To
Before Me This 25 Day
of JUNE, 2010

[Signature]
Notary Public

REFERENCES

(Please type)

SEE ATTACHED Project
LIST (Also Contact V3)
YOSIL CONSULTANT

ORGANIZATION_____

ADDRESS_____

CITY, STATE, ZIP_____

PHONE NUMBER_____

CONTACT PERSON_____

DATE OF PROJECT_____

ORGANIZATION_____

ADDRESS_____

CITY, STATE, ZIP_____

PHONE NUMBER_____

CONTACT PERSON_____

DATE OF PROJECT_____

ORGANIZATION_____

ADDRESS_____

CITY, STATE, ZIP_____

PHONE NUMBER_____

CONTACT PERSON_____

DATE OF PROJECT_____

Proposer's Name: _____

Signature: _____

RAMSCO

Remediation And Management Services Corp. (**RAMSCO**) is a full service environmental remediation contractor. **RAMSCO** services not only include asbestos and lead abatement, but **RAMSCO** has provided its clients with the following additional environmental remediation services:

Facility Clean-Ups and Decommissioning

- Soil Remediation (Excavation and Treatment)
- Interior and Exterior Demolition Services
- Groundwater Extraction/Treatment

Facility Clean-Up/Decommissioning

- Clean-up of Mercury contaminate at Nicor Facilities by **RAMSCO's** personnel
- Removal and disposal of mercury contaminated flooring from High School laboratory rooms.
- Removal/Disposal of manufacturing facility Plating Tank Operation (heavy metals reclamation.)
- PCB contaminated oils removal/disposal from government owned facility

Soil Remediation

- Recently performed the successful removal and disposal of 26,000 tons of non-hazardous and hazardous contaminated soil (TCE) and 300,000 gallons of contaminated water for a large residential development project revenue totaled over \$1,000,000.

Interior/Exterior Demolition

- Over the last four years, **RAMSCO** completed six (6) demolition projects involving historical renovated buildings requiring environmental clean-up and demolition totaling approximately \$4,000,000.

List of Similar Projects (Asbestos Abatement & Demo)

Name of Project:	DCS-1420 & 1430 Meacham
Location:	Schaumburg, Illinois
Type of Work:	Asbestos Abatement of Various Building Materials, Freon/Refrigerant Reclaim, Bulb and Ballast Removal/Disposal, Demolition and Recycling of Two Office Buildings
Value:	\$200,000
Time Frame/Contact:	4/08-7/08
Name of Project:	Former Kunzelman Esser (Gorman Project)
Location:	Milwaukee, Wisconsin
Type of Work:	Asbestos Abatement of Pipe Insulation, Floor Tile and Mastic and Boiler Insulation
Value:	\$80,000+
Time Frame/Contact:	11/02 – 12/02 / Mark Domanowski (920) 980-2737
Name of Project:	Saint Basil School
Location:	Chicago, Illinois
Type of Work:	Asbestos Abatement of Pipe Insulation, Floor Tile and Mastic.
Value:	\$300,000+
Time Frame:	12/03 – 8/04
Name of Project:	2200 Kilbourn Square (Gorman Project)
Location:	Milwaukee, Wisconsin
Type of Work:	Asbestos Abatement of Pipe Insulation, Floor Tile and Mastic, Plaster Wall Materials, Duct and Tank Insulation, Lead Paint Abatement and Window Removal (700+) and Restoring 67 for Historical Preservation
Value:	\$550,000+
Time Frame/Contact:	10/05 – 10/05 / Mark Domanowski
Name of Project:	London Square Apartments (Gorman Project)
Location:	Milwaukee, Wisconsin
Type of Work:	Asbestos Abatement of Drywall, Floor Tile and Mastic, Roof Materials, Window and Doors
Value:	\$500,000+
Time Frame/Contact:	12/04 – 8/05 / Judy Sullivan / John Bloesch
Name of Project:	Former Moline High School
Location:	Moline, Illinois
Type of Work:	Asbestos Abatement and Lead Paint Clean-Up
Value:	\$550,000+
Time Frame/Contact:	4/05 – 5/06

List of Similar Projects (Asbestos Abatement & Demo)

Name of Project: Centrum Properties, Inc.
Location: (Former Holsum Bread) Glen Ellyn, Illinois
Type of Work: **Demolition and Environmental Clean-Up**
Value: \$125,000+
Time Frame: 5/04 – 7/04 / Jeff MacNeill (312) 315-0233

Name of Project: Centrum Properties, Inc.
Location: (Former Wilton Manor) Wheaton, Illinois
Type of Work: **Demolition and Environmental Clean-Up**
Value: \$120,000+
Time Frame: 3/06 – 5/06 / Jeff MacNeill (312) 315-0233

Name of Project: Cermak Road Redevelopment
Location: Berwyn, Illinois
Type of Work: **Demolition and Environmental clean-Up**
Value: \$400,000+
Time Frame: 6/04 - 9/04 / Betty Wojcik (708) 788-8100

Name of Project: Historic Schuster Building
Location: Milwaukee, Wisconsin
Type of Work: Demolition and Asbestos/Lead Abatement
Value: \$650,000+
Time Frame: 7/05 – 07-06 / Mike Smieja (608) 835-5564

Name of Project: ITT Industries, Inc.
Location: Morton Grove, Illinois
Type of Work: Interior Demolition, Asbestos Abatement and Reinsulation
Value: \$1,000,000+ (on-going)
Time Frame: 6/01 - ongoing / Stan Gorka (847) 983-5674

Name of Project: Ashwood Corporation
Location: Chicago, Illinois
Type of Work: Interior Demolition, Asbestos Abatement and Reinsulation (Various Floors)
Value: \$TBD - \$100,000+
Time Frame: 11/06-3/07 / Bruce Lord (312) 663-1700

Name of Project: DCS Midwest
Location: Schaumburg, Illinois
Type of Work: Demolition and Environmental Clean-Up
Value: \$167,000+
Time Frame: 5/08-8/05 / Troy Bixby (847) 204-4102

Comparison

Project Value: over \$150,000

Scope of Work: **RAMSCO**, over the past two (2) years, has performed asbestos abatement for Kane County within various buildings, most recently the County's old jail, which involved the asbestos abatement of 40,000 sf of floor tile/mastic, boiler flue insulation and sealant material.

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

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

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 25 DAY OF JUNE, 20 10

Signature

Printed Name & Title

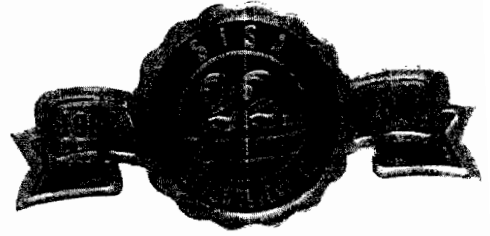
Authorized to execute agreements for:

Name of Company

**Bonding & Insurance Specialists Agency, Inc.**

9340 S. Harlem Ave., Bridgeview, Illinois 60455 1.800.346.1031 Fax 708.598.6686

July 19, 2010



RE: Additional Insured Endorsement / Primary / Waiver of Subrogation
INSURED: RAMSCO / Remediation and Management Services Corp.
CERTIFICATE HOLDER: Village of Orland Park

To Whom It May Concern:

By way of introduction, BISA is the program manager for Arch Specialty Insurance Company with respect to policy #12 EMP 71740 00 issued on behalf of RAMSCO / Remediation and Management Services Corp.

The policy contains additional insured coverage, which we believe should satisfy your requirement for an ISO CG 20 10 11/85 or equivalent endorsement. The attached pages were directly copies from the policy. These pages describe who is an insured. Make special note of paragraph 5 of page 20. You will note that the coverage afforded corresponds to the coverage afforded under the CG 20 10 11/85, a copy of which is also attached.

Arch's policy also contains a blanket primary and waiver of subrogation clause, which is highlighted on the enclosure.

Feel free to call if you should have any questions.

Cordially,

Dennis J. Konieczny
Program Manager
dkonieczny@bisa-inc.com

Specializing In The Environmental Contracting and Consulting Industry
dba Bonds and Insurance Services, CA License #0795489

ACORD™ CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY) 07/19/2010	
PRODUCER		Serial # 144900		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.		
BONDING & INSURANCE SPECIALISTS AGENCY, INC. 9340 S. HARLEM AVENUE BRIDGEVIEW, IL 60455						
IN CALIFORNIA, DBA BONDS AND INSURANCE SERVICES, LICENSE #0795489				INSURERS AFFORDING COVERAGE		
INSURED				NAIC#		
RAMSCO / REMEDIATION AND MANAGEMENT SERVICES CORP. 902 S. RANDALL ROAD, SUITE C282 ST. CHARLES, IL 60174				INSURER A: ARCH SPECIALTY INSURANCE COMPANY		
				INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY		
				INSURER C:		
				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 POLICES 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ CONTRACTORS POLLUTION LIABILITY ☒ *INCL. ASBESTOS OPS GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO- JECT ☐ LOC	12 EMP 71740 00	11/22/09	11/22/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 *PER CLAIM 1,000,000
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	12 EMX 71741 00	11/22/09	11/22/10	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
B		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 342-99-66 STATE OF IL ONLY	11/22/09	11/22/10	☒ WC STATU- TORY LIMITS ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER PROFESSIONAL LIABILITY CLAIMS MADE FORM	12 EMP 71740 00	11/22/09	11/22/10	\$1,000,000 - PER CLAIM
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
PROJECT: SOIL TRANSPORATION AND DISPOSAL - 143RD & LAGRANGE ROAD THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS ON A PRIMARY/NON-CONTRIBUTORY BASIS WITH A RESPECT TO ALL CLAIMS ARISING OUT OF OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED. THE GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES INCLUDES A WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUEDS.						
CERTIFICATE HOLDER				CANCELLATION		
VILLAGE OF ORLAND PARK ATTN: DENISE DOMALEWSKI, CONTRACT ADMINISTRATOR 14700 S. RAVINA AVENUE ORLAND PARK, IL 60462 KAO				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL XXXXXX MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX AUTHORIZED REPRESENTATIVE <i>Dana M. Hulsen</i>		

3. With respect to Coverages A., B., D., E. and if applicable, Coverage F., we will pay up to \$500 for compensation to your principals, directors, EXECUTIVE OFFICERS or EMPLOYEES for each day or part of a day that they personally attend any legal proceeding at our request or as required by court. This payment shall only apply to appearances involving CLAIMS against you. The maximum payable amount for such appearances made during the POLICY PERIOD shall not exceed \$5,000 as a total aggregate regardless of how many appearances are actually made during the POLICY PERIOD, or how many different individuals make appearances, and regardless of any other fact, circumstance, or situation.

These payments will not reduce the limits of insurance.



SECTION III - WHO IS AN INSURED

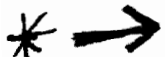
1. Under Coverages A., B. and C., if you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your EXECUTIVE OFFICERS and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Under Coverages A., B. and C., each of the following is also an insured:
 - a. Your EMPLOYEES, other than either your EXECUTIVE OFFICERS (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these EMPLOYEES is an insured for:
 - (1) BODILY INJURY or PERSONAL AND ADVERTISING INJURY:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to another EMPLOYEE while that other EMPLOYEE is either in the course of his or her employment or while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that other EMPLOYEE as a consequence of Paragraph (1), (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1), (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) PROPERTY DAMAGE to property:
 - (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

You, any of your EMPLOYEES, any partner or member (if you are a partnership or joint venture) or, any member (if you are a limited liability company).

- b. Any person (other than your EMPLOYEE) or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
3. Under Coverages A., B. and C., with respect to MOBILE EQUIPMENT registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. BODILY INJURY to a co-EMPLOYEE of the person driving the equipment; or
 - b. PROPERTY DAMAGE to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Under Coverages A., B. and C., any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the POLICY PERIOD, whichever is earlier.
 - b. Coverage A. does not apply to BODILY INJURY or PROPERTY DAMAGE that occurred before you acquired or formed the organization.
 - c. Coverage B. does not apply to PERSONAL AND ADVERTISING INJURY arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in Item 1 of the Declarations.



- 5. Under Coverage A., all clients whom you have agreed, by written contract, to include as additional insureds, but only for liability arising out of YOUR WORK, and excluding liability arising out of such clients own negligence.
- 6. Under Coverage D. (and Coverage F. if applicable), each of the following is an insured:
 - a. The person or entity designated as the Named Insured in Item 1 of the Declarations;
 - b. Your current or former principals, partners, EXECUTIVE OFFICERS, directors, stockholders or EMPLOYEES, but only within the scope of their duties as such;

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

8. Legal Action Against Us

No person or organization has a right under this Policy:

- a. To join us as a party or otherwise bring us into a SUIT asking for damages from an insured; or
- b. To sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

9. Named Insureds

- a. The FIRST NAMED INSURED is authorized to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance provided by this policy.
- b. Each Named Insured is jointly and severally liable for:
 - (1) All premiums due under this policy; and
 - (2) All obligations that arise due to any deductible or self insured retention (including CLAIM EXPENSES) which may apply to this policy; and
 - (3) Any other financial obligations of the named insured to us arising out of any agreements contained in this policy.

10. Other Insurance

Applicable to Coverages A. and B.

If other valid and collectible insurance is available to an insured for a LOSS we cover under Coverages A. or B. of this Policy, our obligations are limited as follows:



a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for YOUR WORK;
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for PROPERTY DAMAGE to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the LOSS arises out of the maintenance or use of aircraft, AUTOS or watercraft to the extent not subject to Exclusion g. of Section I - COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY.
 - (e) Where you are an insured on a Policy for YOUR WORK performed at a specific job site and that applies to a specific job site.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement to such other primary insurance.

When this insurance is excess, we will have no duty under Coverage A. or B. to defend the insured against any SUIT if any other insurer has a duty to defend the insured against that SUIT. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the LOSS, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the LOSS in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under such other insurance.

We will share the remaining LOSS, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the LOSS remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Applicable to Coverages D., E. and if Applicable, Coverage F.

If other valid insurance, whether collectible or not, is available to the insured for LOSS covered under the terms and conditions of Coverage D. or Coverage E. or Coverage F. if applicable, our obligation to the insured shall be as follows:

- a. This insurance shall apply as excess insurance over any other valid insurance, whether collectible or not, be it primary or excess including, but not limited to insurance where you are an insured on a policy for COVERED OPERATIONS or PROFESSIONAL SERVICES performed by or on your behalf at a specific job site and that applies to a specific job site. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend.
- b. Where this insurance is excess insurance, we will pay only our share of the amount of LOSS, if any, that exceeds the total amount of all such valid insurance, including any applicable deductible or self-insured amounts under such insurance coverage(s).

You shall promptly upon our request provide us with copies of all policies potentially applicable to LOSS covered by Coverage D. or Coverage E. or Coverage F. if applicable.

11. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based on representations you made to us; and
- c. We have issued this policy in reliance upon your representations

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to you, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a CLAIM is made.

Misrepresentation, concealment, breach of contract or violation of any duty under this policy by one insured shall not prejudice the interest of coverage of another insured under this policy.

13. Subrogation

In the event of any payment under this policy, we shall be subrogated to all your rights of recovery against any person or organization and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing to prejudice such rights.



We shall not exercise any such right against any persons, firms, or corporations described as an insured by Section III – Who is an Insured or against your clients if prior to the CLAIM, a waiver of subrogation was so required and accepted under a specific contractual undertaking by you.

All recoveries obtained through subrogation shall be applied equally towards your deductible or retention as applicable and our costs with any remaining balance payable to us.

SECTION VI - EXTENDED REPORTING PERIOD - COVERAGE E. AND COVERAGE F. (if applicable)

Automatic Extended Claims Reporting Period

If we or you terminate coverage or non-renew this insurance for any reason other than nonpayment of premium or deductible, your failure to comply with any term and condition, or fraud or material misrepresentation, you shall be entitled to a period of sixty (60) days from the date of policy termination to report CLAIMS covered by Coverage E. or Coverage F. of this Policy which are made against you prior to such termination and that arise out of a WRONGFUL ACT or a POLLUTION EVENT resulting from COVERED OPERATIONS that took place on or after the RETROACTIVE DATE and before the expiration of the POLICY PERIOD.

This Automatic Extended Claims Reporting Period may not be cancelled by us and does not require the payment of an additional premium. This Automatic Extended Claim Reporting Period does not increase or reinstate the Limits of Insurance applicable under the policy. The coverage afforded for CLAIMS first reported during the Automatic Extended Claims Reporting Period is excess over any other valid insurance, whether collectible or not.

SECTION VII - DEFINITIONS

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 06/28/2010		
PRODUCER STOUT INSURANCE AGENCY, LLC 1108 S. WEST AVENUE P.O. BOX 357 FREEPORT, IL 61032-0357		Serial #		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 RAMSCO REMEDATION AND MANAGEMENT SERVICES CORP 902 S. RANDALL RD. SUITE C 282 ST. CHARLES, IL 60174		INSURERS AFFORDING COVERAGE		NAIC#		
		INSURER A		PEKIN INSURANCE COMPANY		
		INSURER B				
		INSURER C				
		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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
POLICY LINE	ADDITIONAL INSURANCE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	00P602027	01/16/2010	01/16/2011	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
		OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS PROJECT: 143RD AND LAGRANGE RD IN ORLAND PARK IL WITH CONTAMINATED SOIL						
CERTIFICATE HOLDER			CANCELLATION			
VILLAGE OF ORLAND PARK ATTN: DENISE DOMALEWSKI 14700 S RAVINIA AVE ORLAND PARK IL 60462			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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>Denise Domalewski</i>			