

## VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER: SAN 11-03

This agreement is made this 1<sup>st</sup> day of September, 2011, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and The Flolo Corporation hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

Delivery of two control panels, spare parts, training and support during installation and start-up.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Specification and contract document no. SAN-11-03 for Purchase of Control Cabinets, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Proposal Submittal Instructions
    - iv) General Terms, Conditions
    - v) Specific Terms, Conditions and Instructions
    - vi) Proposal Form
    - vii) Specification Deviation Form
  - b. The Contractor's Proposal Dated August 22, 2011
  - c. Required Certificate of Insurance and Certifications
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$111,093.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 112 calendar days from the date of the Notice to Proceed/Award. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. The Contractor will warranty the supplied equipment for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due

or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

- 7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
- 8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 1<sup>st</sup> day of September, 2011.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 1<sup>st</sup> day of September, 2011.

Individual or Partnership \_\_\_\_\_ Corporation

[Handwritten Signature]  
By

VICE PRESIDENT  
Position/Title

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

**The Flolo Corporation 1061 East Green Street. PO Box 586 Bensenville, IL 60106 Ph:630.595.1010**

Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 1<sup>st</sup> day of September, 2011.

[Handwritten Signature]  
William J. Mueller  
Village President

Attest:

[Handwritten Signature]  
Brigitte O'Brien  
Village Clerk

**CONTRACTOR'S CERTIFICATION:**

**Contract Execution**

**The Flolo Corporation**

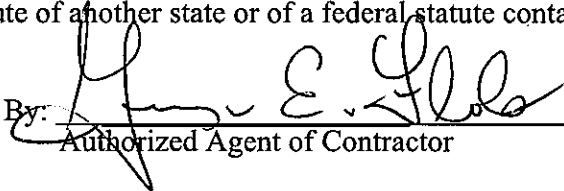
(Name of Contractor)

for **Grace and Central & Kenilworth Control Cabinets**

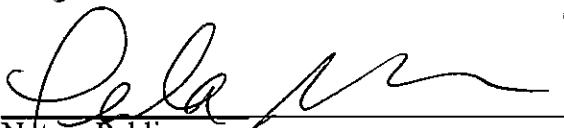
General description of item(s)

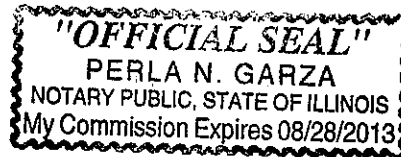
to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By:

  
Authorized Agent of Contractor

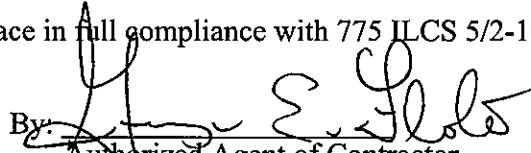
Subscribed and sworn to before me  
this 20<sup>th</sup> day of August, 2011.

  
Notary Public

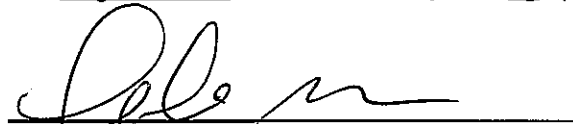


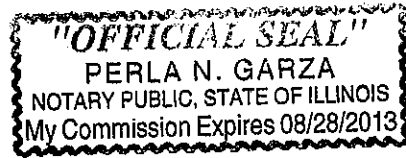
**CONTRACTOR'S CERTIFICATION:**  
**Sexual Harassment Policy**

**The Flolo Corporation** \_\_\_\_\_, having submitted a bid/proposal for  
**Grace and Central & Kenilworth Control Cabinets** \_\_\_\_\_, to the Village of Lombard, hereby certifies that said contractor  
has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By:   
Authorized Agent of Contractor

Subscribed and sworn to before me  
this 26th day of August, 2011.

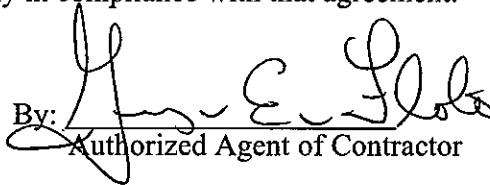
  
Notary Public



**CONTRACTOR'S CERTIFICATION:**  
Illinois Department of Revenue - Tax Compliance

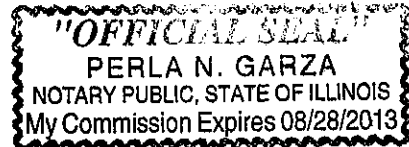
The Flolo Corporation, having submitted a bid/proposal for  
Grace and Central & Kenilworth Control Cabinets, to the Village of Lombard, hereby certifies that said contractor  
is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it  
is:

- 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:   
Authorized Agent of Contractor

Subscribed and sworn to before me  
this 21<sup>st</sup> day of August, 2011.

  
Notary Public



CERTIFICATION OF CONTRACTOR c174E  
FHA Rules, 49 CFR 382

**The Flolo Corporation** \_\_\_\_\_ hereby certifies that it is in full compliance with the  
[Company Name]  
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing,  
49 CFR 382 et.seq., and that **all employee drivers** \_\_\_\_\_  
[name of employee/driver or "all employee drivers"]  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

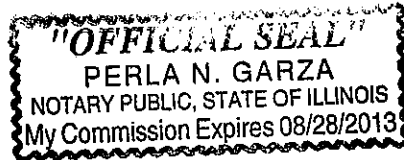
THE FLOLO CORPORATION  
[Company Name]

By: [Signature]

Its: Vice President

Subscribed and sworn to before me  
this 21<sup>st</sup> day of August, 2011.

[Signature]  
Notary Public



### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Named Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MHM

DATE (MM/DD/YYYY)

06/20/11

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, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville, IL 60540-2830 Janice Moore-Bouchard		630-355-2077	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>FLOLO-1</b>		FAX (A/C, No):
<b>INSURED</b> Flolo Corporation P.O. Box 586 Bensenville, IL 60106-0586			<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>CINCINNATI INSURANCE COMPANY</b> INSURER B: <b>MICHIGAN COMMERCIAL INS MUTUAL</b> INSURER C: INSURER D: INSURER E: INSURER F:		<b>NAIC #</b> 10677

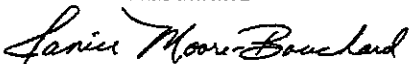
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			EPP0031135	06/30/10	06/30/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> BLANKET A/I						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			EBA0031135	06/30/10	06/30/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			EPP0031135	06/30/10	06/30/13	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> RETENTION \$ N/A	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC100-0014602-2011	06/30/11	06/30/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
A	CRIME COVERAGE			EPP0031135	06/30/10	06/30/13	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**ADDITIONAL INSURED FOR GENERAL LIABILITY: THE VILLAGE OF LOMBARD, ITS OFFICERS, AGENTS AND EMPLOYEES**

**CERTIFICATE HOLDER****CANCELLATION**

<b>VLOMBAR</b>  VILLAGE OF LOMBARD ATTN: ANGELA PODESTA 255 E WILSON AVE LOMBARD, IL 60148-3931	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 
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