

## VILLAGE OF LOMBARD

### Contract for the Little John Digester for Yorktown Lift Station

This agreement is made this 18th day of April, 2019, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (MMG) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Little John Digester for Yorktown Lift Station in an amount not to exceed \$44,736.00

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. The Contractor's Proposal #1449 dated March 14th, 2019
  - b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities
2. The Village agrees to pay for the system in January 2020, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of \$44,736.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. The Contractor agrees to perform the terms of this Contract according to the following schedule set forth in their quotation after the Notice to Proceed has been delivered.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 18<sup>th</sup> day of April, 2019.

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 2 day of April, 2019.

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

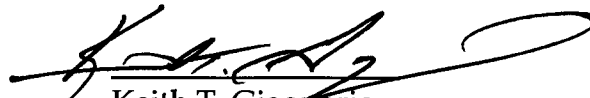
Mack McIntire President  
By Position/Title

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

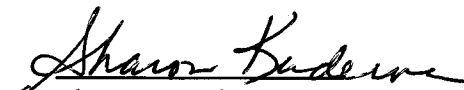
McIntire Management Group  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18<sup>th</sup> day of April, 2019.

  
Keith T. Giagnorio  
Village President

Attest:

  
Sharon Kuderna  
Village Clerk

VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION

Mark McIntire, having been first duly sworn, depose and states as follows:

I am the President for  
McIntire Management Group (MMG)  
(Title) (Name of Company)

(the "Contractor"), which has submitted a proposal for the Little John Digester for Yorktown Lift Station to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if 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;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

N/A  
(Name of employee/driver or "all employee drivers")

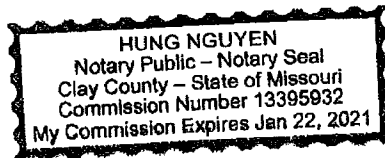
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. 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 Article 33E of the Illinois Criminal Code of 1961.

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 30<sup>th</sup>  
day of April, 2019.

Notary Public [Signature]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2019

**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 have ADDITIONAL INSURED provisions or 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> Knabe Insurance Inc 5100 W 95th St Suite 200 Prairie Village KS 66207	<b>CONTACT NAME:</b> Billy Knabe <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> billy@knabcinsurance.com <b>FAX (A/C, No):</b> 9132837486 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Insurance Co-PHOENIX INS CO</td> <td>25623</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Insurance Co-PHOENIX INS CO	25623	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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<b>INSURED</b>  McIntire Holdings, Inc McIntire Management, LLC 1331 Cynthia Rd Clinton MS 39056															

**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	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SPC  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	6800N179083	12/15/2018	12/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	CUP006N453954	05/01/2019	12/15/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Village of Lombard  255 E Wilson Ave Lombard, IL 60148-3926	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Billy Knabe</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2019

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<b>PRODUCER</b> BIN INSURANCE HOLDINGS LLC/PHS 37330249 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	<b>CONTACT NAME:</b> PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	<b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE NAIC#	
<b>INSURED</b> MCINTIRE MANAGEMENT GROUP 120 E 15TH AVE N KANSAS CITY MO 64116	<b>INSURER A:</b> Property & Casualty Ins Co. of Hartford 34690	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37 WBC LA4133	04/19/2019	04/19/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Village of Lombard  
 255 E WILSON AVE  
 LOMBARD IL 60148-3926

**CANCELLATION**

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

*Susan L. Castaneda*

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## II PERSONNEL POLICIES

### A. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

McIntire Management Group is an equal opportunity employer. In this regard, the company hires employees and manages its work place without discriminating on the basis of race, sex, national origin, religion, age, marital status, sexual orientation, handicaps or disabilities, or unfavorable discharge from the military (except dishonorable discharge) in accordance with federal, state and local laws. Employment opportunities are open to all qualified individuals.

#### **1. Anti-Harassment Policy**

McIntire Management Group is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, McIntire Management Group will not tolerate harassment of employees by anyone, including any supervisor, co-worker or vendor of McIntire Management Group.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, or other legally protected group status. McIntire Management Group will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive working environment.

#### **2. Sexual Harassment Policy**

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors or other physical, verbal or visual conduct based on sex constitutes sexual harassment when:

- a) submission to the conduct is an explicit or implicit term or condition of employment.
- ) submission to or rejection of the conduct is used as the basis for an employment decision, or
- b) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is conduct based on sex, whether directed toward a person of the opposite sex or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented “kidding” or “teasing”,

“practical jokes”, jokes about obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another’s body.

### **3. Reporting Procedures**

Such conduct, when experienced or observed, must be promptly reported in confidence to the employee’s supervisor or to the Human Resources Manager or any other member of McIntire Management Groups management whom the employee would feel comfortable contacting. Supervisory personnel shall take appropriate action when they become aware of potential sexual harassment. If the complaint involves an employee’s supervisor, then the employee may go to another supervisor, the Human Resources Manager or McIntire Management Groups Attorney. An investigation will be made immediately concerning any allegation of harassment in as confidential a manner as possible. McIntire Management Group does not condone any form of retaliation against any employee for making a report under this policy or cooperating with an investigation under this policy.

To the maximum extent possible, McIntire Management Group will strictly maintain the confidentiality of all complaints. Information will be held in confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the complaint or as required by law.

McIntire Management Groups policy is to investigate all such complaints thoroughly and promptly. If an investigation confirms that a violation of this harassment policy has occurred, McIntire Management Group will take corrective action, including such discipline, up to and including immediate termination of employment, as is appropriate. Additionally, in investigating complaints of harassment under this policy, the McIntire Management Group may impose discipline, up to and including termination of employment for inappropriate conduct that comes to McIntire Management Groups attention, without regard to whether the conduct constitutes a violation of law or this policy.

If you believe that you have been the subject of harassment or retaliation for complaining about harassment, you also have the right to file a charge of civil rights violations with the Missouri Department of Human Rights and, if substantial evidence to support the charge is found to exist, to have such an opportunity as is provided by law and applicable regulations to engage in conciliation with McIntire Management Group and/or have the charge heard in a public hearing before an Administrative Law Judge of the Missouri Human Rights Commission. For further information, you may call or write to the Missouri Department of Human Rights, 3315 W Truman Blvd # 212, Jefferson



City, MO 65109 or the Missouri Human Rights Commission, 414 E 12th St #  
404E, Kansas City, MO 64106, (816) 513-1836