



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

**Contract No. 19068
Contract Extension Seven**

For:

Catch Basin Cleaning Services

With:

**United Septic, Inc.
1327 W. Beecher Road.
Bristol, IL 60512**

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and United Septic, Inc. Do not detach any portion of this document. Invalidation could result.

1. The intent of the Agreement is to clean approximately 500 catch basins within the Village of Wilmette ("Village") ("Catch Basin Cleaning" or "Work") per the Specification shown in Attachment One ("Attachment One") and Attachment Two ("Attachment Two") of this document. The Agreement is for the contract extension offered by United Septic, Inc. ("Contractor") to the Village.
2. This Addendum is made pursuant to the contract extension request dated April 10, 2019 attached as Attachment One. Together this Addendum, Certificate of Compliance, Attachment One and Attachment Two shall comprise the Agreement between the parties.
3. Incorporation. This Addendum is incorporated into the Certificate of Compliance, Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.
4. Total Contract Amount. The total amount of the Contract shall not exceed \$37,500.00, including expenses.
5. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page 1 of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of receipt at either AP@wilmette.com or at the above mailing address.

Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in Attachment One and Attachment Two.
6. Tax exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.
7. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One.
8. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.
9. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.
10. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a

scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

11. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.

12. Limitation of Remedy. Village's liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

13. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

14. No Collusion. The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

15. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

16. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

17. Assignment. The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

18. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Contractor
United Septic, Inc.
1327 W. Beecher Road.
Bristol, IL 60512

Village
Director
Engineering & Public Works
711 Laramie Avenue
Wilmette, IL 60091

with a copy to:
Corporation Counsel
1200 Wilmette Ave
Wilmette, IL 60091

19. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

20. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

21. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

22. Contractor's Insurance Requirements. At the time of execution of the Agreement, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage; and,
- d. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation').

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-

insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

23. Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

24. General indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

25. Intellectual Property. Contractor represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Contractor for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Contractor, Contractor's employees or Contractor's independent contractors for purposes of fulfilling the terms of this Agreement. Contractor will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Contractor agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Contractor will defend Village from, in the manner

and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Contractor's expense. Contractor agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Contractor's option, Contractor shall promptly either: (i) procure for the Village, at Contractor's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor's expense, so that the Intellectual Property become non-infringing.

Contractor shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

26. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Contractor in their completion or pursuit of the Contract.

27. Use of Village's Name, Employee Name(s) or Images. The Contractor shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

28. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

29. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

30. Change In Status. The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in

normal course of business. The Village shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status.

31. Subletting of Contract. The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

In no case shall such consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

32. Illinois Freedom of Information Act. Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

33. Conflict of Forms. In the event of a conflict between the terms in this Contract and the attached Exhibits to the Contract, the terms of the Contract shall control.

34. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

35. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Contractor have hereunto set their hands to this Contract on the ____ day of _____, 2019.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this ____ day of _____, 2019

Robert T. Bielinski

Robert T. Bielinski, Village President

Attest:

Timothy J. Frenzer
Timothy J. Frenzer, Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this 26th day of April, 2019

Marge Owen
By _____

President/owner
Position/Title

By _____

Position/Title

United Septic, Inc
Print Company Name

An officer duly authorized should sign and attach corporate seal



CERTIFICATION OF COMPLIANCE

DESCRIPTION: Catch Basin Cleaning

United Septic, Inc., having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

EQUAL PAY ACT: Engineers, Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Engineer's workplace.
 - b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the grantee's or Engineer's policy of maintaining drug free workplace;

- c) any available drug counseling, rehabilitation, and employee assistance program; and
- d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
- 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.



NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.



EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; 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.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas 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.
- 3) 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, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) 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 Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, 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 the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer 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 Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: Mary C Auer
(Signature)

By: Mary C Auer
(Print Name)

d/b/a _____

Business address: 1327 W Beecher Rd.
Bristol, IL. 60512

Business Phone #: 630-553-7807

Cell Phone #: _____

E-Mail Address: unitedsepticinc@yahoo.com

ATTACHMENT ONE
CONTRACTOR'S CONTRACT EXTENSION REQUESTED DATED 04/10/2019

To: Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091
Attn: Cliff Ruemmler
Purchasing Manager
ruemmlerc@wilmette.com

From: United Septic, Inc.
1327 W. Beecher Road
Bristol, IL 60512
630-553-7807
630-553-3305 – FAX
unitedsepticinc@yahoo.com

We hereby request a one-year contract extension for our mutual Contract No. 13-M-0014-2016 for Catch Basin Cleaning and agree to furnish to the Village of Wilmette all necessary materials, equipment; labor, etc. to perform Catch Basin Cleaning, in accordance with provisions, instructions, and specifications of the Village of Wilmette.

Contractor affirms that the prices as shown below include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Contract Documents.

Catch Basin Structure – Cleaning Unit Price: \$75.00 ea.

Total Estimated Volume: 500 Units

Total Estimated Contract Value: \$37,500.00

Requested this 10th day of April, 2019

United Septic, Inc.
(Corporation Name)

[Corporate Seal]

By Mary C. Ovar
(Name of person authorized to sign)

President/owner
(Title)

Attest Denise Wilcox
(Secretary)

**ATTACHMENT TWO
CONTRACT EXTENSION SIX**



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

**Contract No. 18109
Contract Extension Six**

For:

Catch Basin Cleaning Services

With:

**United Septic, Inc.
1327 W. Beecher Road.
Bristol, IL 60512**

Note: This cover sheet is an integral part of this Agreement, as are all of the following documents, and are a part of this Agreement as executed between the Village of Wilmette and United Septic, Inc. Do not detach any portion of this document. Invalidation could result.

1. The intent of the Agreement is to purchase catch basin cleaning services ("Catch Basin Cleaning") per the Specification in Attachment One ("Attachment One") of this document. The Agreement is for the contract extension offered by United Septic, Inc. ("Contractor") to the VILLAGE OF WILMETTE ("Village").
2. This Addendum is made pursuant to the contract extension request dated March 16, 2018 attached as Attachment One. Together this Addendum, Certificate of Compliance and Attachment One and Attachment Two shall comprise the Agreement between the parties.
3. Incorporation. This Addendum is incorporated into the Certificate of Compliance, Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.
4. Effective date of Addendum. This Addendum shall be effective as of the date of the Attachment One and is intended to be a part of the Agreement.
5. Total Agreement Amount. The total amount of the Agreement shall not exceed \$37,500, including expenses.
6. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page 1 of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of receipt at either AP@wilmette.com or at the above mailing address.
7. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to catch basin cleaning as outlined in Attachment One and Attachment Two.
8. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.
9. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of this Agreement. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.
10. Quality of the Work. Contractor shall perform all Work required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Agreement.
11. Timing of Work. The Contractor shall begin work on or about April 11, 2018. No Work shall be done prior to the issuance of a Village of Wilmette Purchase Order signed by the Village's purchasing manager.
12. Limitation of Remedy. Village's liability to Contractor for breach of this Agreement shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Agreement Amount.
13. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint

ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

14. No Collusion. The Contractor represents and certifies that this Agreement is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

15. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

16. Amendment. No amendment or modification to the Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

17. Assignment. The Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

18. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Contractor</u> United Septic, Inc. 1327 W. Beecher Road Bristol, IL 60512	<u>Village</u> Director Engineering & Public Works 711 Laramie Road Wilmette, IL 60091	<u>with a copy to:</u> Corporation Counsel 1200 Wilmette Ave Wilmette, IL 60091
---	--	--

19. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

20. No Third Party Beneficiaries. No claim as a third party beneficiary under the Agreement by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

21. Waiver. No waiver of any provision of the Agreement shall be deemed to or constitute a waiver of any other provision of the Agreement (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Agreement.

22. Contractor's Insurance Requirements

At the time of execution of the Contract, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Purchase Order, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Purchase Order until final payment, insurance against all claims for injury to or death of a person or

persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Comprehensive General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- c. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
- d. Umbrella Coverage, \$2,000,000 per occurrence.
- e. Owners and Contractor's Protective Liability, \$1,000,000 combined single limit per occurrence for bodily injury and property damage, with the Village as named insured;

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

23. Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

~~24. Performance Bond. The Contractor will be required to furnish a Performance Bond for one hundred (100%) percent of the Agreement sum. Said Bond shall be in a form acceptable to the Village and must be deposited with the Village at the time of execution of the Agreement.~~

25. General indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Agreement sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

26. Agreement Termination: The Village reserves the right to terminate the Agreement in whole or in part, upon ten (10) calendar day's written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this Agreement, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Agreement or failure to make sufficient progress so as to endanger performance of this Agreement in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the Agreement was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

27. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.

28. Change In Status. The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its Agreement with the vendor immediately on written notice based on any such change in status.

29. Subletting of Agreement. The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Agreement requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

In no case shall such consent relieve the Contractor from its obligation or change the terms of the Agreement. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the Agreement by direct employees of the Contractor.

30. Illinois Freedom of Information Act

Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

31. Conflict of Forms. In the event of a conflict between the terms in this Addendum and the attachments to this Addendum, the terms of the Addendum shall control.

32. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Agreement shall be the Circuit Court of Cook County, Illinois.

33. Effective Date. The Agreement shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Contractor have hereunto set their hands to this Agreement on the ____ day of _____, 2018.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this ____ day of _____, 2018

Robert T. Bielinski
Robert T. Bielinski, Village President

Attest: Timothy J. Frenzer
Timothy J. Frenzer, Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this 2 day of May, 2018

By Mary C.auer

President/owner
Position/Title

By _____

Position/Title

United Septic, Inc.
Print Company Name

An officer duly authorized should sign and attach corporate seal

ATTACHMENT ONE
CONTRACT EXTENSION REQUEST DATED 03/16/2018

To: Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091
Attn: Cliff Ruemmler
ruemmlerc@wilmette.com

We hereby request a one-year contract extension for our mutual Contract No. 13-M-0014-2016 for Catch Basin Cleaning and agree to furnish to the Village of Wilmette all necessary materials, equipment; labor, etc. to perform Catch Basin Cleaning, in accordance with provisions, instructions, and specifications of the Village of Wilmette.

CONTRACTING SUPPLIER:

UNITED SEPTIC, INC.
1327 W. BEECHER RD.
BRISTOL, IL 60512
~~EDWARD J. AHER, SECRETARY~~
630-553-7807
630-553-3305 – FAX
unitedsepticinc@yahoo.com

Contractor affirms that the prices as shown in ATTACHMENT ONE of this document (below), include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Contract Documents.

Requested this 16th day of March, 2018

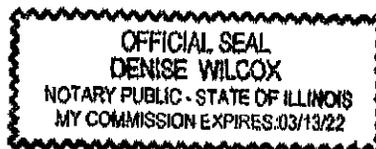
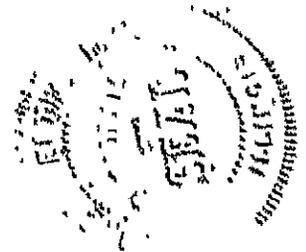
United Septic, Inc.
(Corporation Name)

[Corporate Seal]

By Mary E Aher
(Name of person authorized to sign)

President/owner (100%)
(Title)

Attest Denise Wilcox
(Secretary)



ATTACHMENT ONE: CATCH BASIN CLEANING CONTRACT SPECIFICS

CATCH BASIN CLEANING PRICING & VOLUMES

The CONTRACTOR hereby agrees to furnish to the Village of Wilmette all equipment, materials, labor and related items necessary for the completion of the Work in accordance with the Contract Documents for the amounts of:

Catch Basin Structure – Cleaning Unit Price: **\$75.00 ea.**

Total Estimated Volume: **500 Units**

Total Estimated Contract Value: **\$37,500.00**

DESCRIPTION OF WORK

The Work to be performed under this Contract includes the cleaning and inspection of Catch Basin structures, documenting condition of structures on report, and hauling the debris collected to the Wilmette Public Works Maintenance Facility where it will be dumped. The CONTRACTOR shall complete the work from the date of contract approval by the VILLAGE and issuance of the Village Purchase Order for the period specified in the Contract document.

DELIVERABLE PRODUCTS

The Village shall supply catch basin inspection forms to record the condition of each catch basin cleaned and inspected by the CONTRACTOR. One inspection form shall be used for each catch basin cleaned and inspected by the CONTRACTOR. The CONTRACTOR shall provide the following deliverable products to the VILLAGE for approval and dissemination. One (1) copy of final report and all catch basin inspection reports shall be submitted to the VILLAGE. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the VILLAGE unless otherwise specified in the negotiated agreement.

EQUIPMENT

A statement shall be provided to the VILLAGE indicating the items of equipment which the Contractor proposes to use on the project, together with a statement noting which of these items of equipment the Contractor owns, and separately those items which it does not own but is certain it will be able to rent or otherwise have access to use. All equipment, parts or components not specifically mentioned in these specifications which are necessary to provide a complete catch basin cleaning service shall be furnished by the Contractor. **Parking for CONTRACTOR'S equipment is not available at the Public Works Maintenance Facility.**

INSURANCE

(A) During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000
2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipment engaged in operations within the scope of this contract;
3. Workers Compensation - covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.
5. Umbrella Coverage - \$2,000,000.00.

(B) The CONTRACTOR shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insured on all required insurance policies other than worker's compensation. Said Notices and Certificates of Insurance shall be provided to: Village of Wilmette, 1200 Wilmette Avenue, Wilmette, IL 60091. The Certificate of Insurance shall state the VILLAGE has been endorsed as an "additional insured" by the CONTRACTOR'S insurance carrier. Specially, the Certificate must include the following language:

"The Village of Wilmette is and has been endorsed, as additional insured under the above reference policy number _____ on a primary and non contributory basis for general liability coverage for the duration for the contract term".

(C) The CONTRACTOR shall require subcontractors, if any, not protected under the CONTRACTOR'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the CONTRACTOR.

(D) All insurance required herein of the CONTRACTOR and any subcontractors shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

TOTAL REQUIRED PERFORMANCE BOND - \$37,500.00

The CONTRACTOR affirms that the price above includes all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Contract Documents.

CERTIFICATION OF COMPLIANCE

DESCRIPTION: CATCH BASIN CLEANING SERVICES

CONTRACT #: Contract No. 13-M-0014-2018

United Septic, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that:
(initial all that apply)

PLEASE CHECK ALL APPLICABLE BOXES

BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or a federal statute containing the same or similar elements.

SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act, or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

EQUAL PAY ACT: Consultants, Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each CONTRACTOR who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and CONTRACTOR personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the CONTRACTOR will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:

- a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of CONTRACTOR'S workplace.
- b) Specifying the actions that will be taken against employees for violations of such prohibition.

- c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
 - c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
- 8) Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.

EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; 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.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas 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.
- 3) 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, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, 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 the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

10/3. Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation: No Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Contractor by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.

10/7. To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts

and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: Mary C. Auer
(Signature)

By: Mary C. Auer
(Print Name)

d/b/a United Septic, Inc.

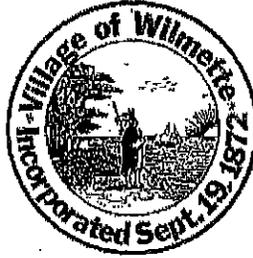
Business address: 1327 W Beecher Rd.
Bristol, IL 60512

Business Phone #: 630-553-7807

Cell Phone #: X

E-Mail Address: unitedsepticinc@yahoo.com

ATTACHMENT TWO
ORIGINAL CONTRACT NUMBER 13-M-0014



VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

CONTRACT NO. 13-M-0014

FOR:
CATCH BASIN CLEANING

WITH:

UNITED SEPTIC, INC.
1327 W. BEECHER RD.
BRISTOL, IL 60512
EDWARD J. AUER, SECRETARY
630-553-7807
630-553-3305 – FAX
heathergribble71@yahoo.com

DESCRIPTION OF WORK:

The Work to be performed under this Contract includes the cleaning and inspection of Catch Basin structures, documenting condition of structures on report, and hauling the debris collected to the Public Works Maintenance Facility where it will be deposited.

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and United Septic Inc. Do not detach any portion of this document. Invalidation could result.

GENERAL PROVISIONS:

DEFINITIONS

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of Wilmette, Cook County, Illinois.

The term "CONTRACTOR" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the VILLAGE for the work so specified or its appointed representative.

The term "DIRECTOR" whenever used in the contract documents shall be construed to mean the Director of Public Works for the VILLAGE, or their designee.

CONDITIONS

The CONTRACTOR is responsible for becoming familiar with all conditions, and instructions governing this contract. Failure to make such preparations shall not excuse the CONTRACTOR from performance of the duties and obligations imposed under the terms of this contract. Failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

EQUAL PAY ACT

The CONTRACTOR, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

PERFORMANCE BOND

The CONTRACTOR must furnish and pay for a satisfactory Performance Bond in the amount of one hundred (100) percent of the contract sum. Said Bond shall be in a form acceptable to the VILLAGE, shall be deposited with the VILLAGE at the time of execution of the contract and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten (10) percent of the contract sum upon completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of any contract by the VILLAGE is contingent upon the provision of the required Bond by the CONTRACTOR. Failure to furnish the required bond within the time specified may be cause for withdrawal of the award.

SUBLETTING OF CONTRACT

The CONTRACTOR may sublet portions of the work; however each subcontract must be approved by the Village Manager or appointed representative in writing prior to commencement of work. In no case shall such consent relieve the CONTRACTOR from its obligation or change the terms of the contract. At all times the CONTRACTOR shall maintain no less than fifty (50) percent of the dollar value of the contract by direct employees of the CONTRACTOR.

DIRECTION OF WORK

The CONTRACTOR shall commence work when authorized by the Village Manager or

appointed representative. The CONTRACTOR shall conform to any and all directions as to the order, or manner in which the different parts of the work shall be done. All verbal or written instructions from the Village Manager or appointed representative in explanation of the contract documents made during the progress of the work must be strictly obeyed by the CONTRACTOR as though they had been fully written herein. All such explanations of said contract documents shall be final and conclusive. When more than one kind of material is mentioned in these specifications the Village Manager or appointed representative shall approve the material to be used.

INTERPRETATION OF CONTRACT DOCUMENTS

The Village Manager or appointed representative shall in all cases determine the amount or quantity of work which is to be paid for under this contract, and shall decide all questions which may arise relative to the execution of the contract on the part of the CONTRACTOR, and all estimates and decisions shall be final and conclusive. The Village Manager or appointed representative shall have the right to make alterations in plans, forms, or the scope of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the contract. The VILLAGE hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the CONTRACTOR proposes to furnish under the terms of the contract.

PROGRESS OF THE WORK

If the CONTRACTOR shall assign this contract or abandon the work or shall neglect or refuse to comply with the instructions of the Village Manager or appointed representative relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village Manager or appointed representative shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or unnecessary expense is being incurred by the VILLAGE for inspection and supervision, the Village Manager or appointed representative shall notify the CONTRACTOR, in writing, to that effect. If the CONTRACTOR does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village Manager or appointed representative insure the satisfactory completion of the work within the prescribed time or prevent unnecessary expense to the VILLAGE, the Village Manager or appointed representative may put on the necessary work force, at the cost to the CONTRACTOR, to correct such delay or the VILLAGE may declare the CONTRACTOR to be in default and terminate the contract as provided for herein.

RESPONSIBILITY FOR CONDUCT OF WORK

The CONTRACTOR shall be responsible to conduct the work in such a manner as to complete it accurately and within the time specified in the contract. The CONTRACTOR must have present, at all times, on the worksite a competent, English-speaking individual responsible for reading and understanding the contract documents. The

representative shall be subject to receive instructions from the Village Manager or appointed representative, have full authority to execute the directions of the Village Manager or appointed representative, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Village Manager or appointed representative, in anything relating to the work, or shall appear to be incompetent, disorderly or unfaithful, he/she shall, upon request of the Village Manager or appointed representative, be at once discharged and shall not be employed again on any part of the work without consent of the Village Manager or appointed representative.

QUALITY OF THE WORK

The work shall be done in a thorough and workman like manner and to the satisfaction of the Village Manager or appointed representative. The CONTRACTOR shall provide only materials and tools of the best quality for the work. No secondhand material can be used in any case. All labor will be furnished by the CONTRACTOR and must be efficient and skilled in the work. All work must pass inspection by the Village Manager or appointed representative.

INSPECTIONS

The VILLAGE shall have the right to inspect any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the VILLAGE. The CONTRACTOR will make every effort and means available to facilitate the Village Manager or their appointed representative inspection of the work. Any work or material which the Village Manager or appointed representative may determine to be defective must be rebuilt, replaced, or repaired at the CONTRACTOR'S own expense at the direction of the Village Manager or appointed representative.

EXTRA WORK

Any work not herein specified which may be implied as being included in this contract, of which the Village Manager or appointed representative shall be the judge, shall be done by the CONTRACTOR without extra charge. The CONTRACTOR shall also do such work in connection with this contract as the Village Manager or appointed representative may specifically direct and if it be of a kind for which no price is given or stated in this contract, such price shall be fixed by the Village Manager or appointed representative and the CONTRACTOR, but no claim for extra work shall be allowed unless the same was done in pursuance of a written special order from the Village Manager or appointed representative. It is understood that the completion of this contract under this agreement includes any and all work necessary to connect and match work with adjoining work in a reasonable manner.

EXTENSION OF TIME

The CONTRACTOR shall not be entitled to any claim for damages for any hindrance or delay from any cause whatever in the progress of the work or any part thereof. However, such hindrance may entitle the CONTRACTOR to an extension of time for completing the contract, sufficient to compensate for the detention; the same to be

determined by the Village Manager or appointed representative, provided that the CONTRACTOR provides notice, in writing, of the nature of the cause of such detention within ten (10) calendar days after the detention has occurred.

LOSS OR DAMAGE

Any loss or damage arising out of the nature of the work or from any detention or from any other unforeseen obstruction or difficulty which may be encountered in the prosecution of the work or from the action of the elements shall be sustained by the CONTRACTOR who will be required, without cost to the VILLAGE, to remove and replace all portions of the work, displaced or damaged, immediately after completion of this task.

PRICING

The quantities provided in the proposal document are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities multiplied by the unit prices offered for each item.

TERMINATION OF CONTRACT

The VILLAGE reserves the right to terminate the whole or any part of this contract, upon ten (10) calendar day's written notice to the CONTRACTOR. The VILLAGE further reserves the right to terminate the whole or any part of this contract, in the event of default by the CONTRACTOR. Default is defined as failure of the CONTRACTOR to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The CONTRACTOR shall be liable for any related costs unless acceptable evidence is submitted to the Village Manager or their appointed representative that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the CONTRACTOR. The CONTRACTOR will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

CHANGE IN STATUS

The Contractor shall notify the VILLAGE immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The VILLAGE shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

VILLAGE'S CONTRACTOR LICENSE

The CONTRACTOR, prior to commencing any work, must have a valid Village CONTRACTOR'S License on-file with the VILLAGE.

INSURANCE

(A) During the term of the contract, the CONTRACTOR shall maintain for the

duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000
2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipments engaged in operations within the scope of this contract;
3. Workers Compensation - covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.
5. Umbrella Coverage - \$2,000,000.00.

(B) The CONTRACTOR shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insured on all required insurance policies other than worker's compensation. Said Notices and Certificates of Insurance shall be provided to: Village of Wilmette, 1200 Wilmette Avenue, Wilmette, IL 60091. The Certificate of Insurance shall state the VILLAGE has been endorsed as an "additional insured" by the CONTRACTOR'S insurance carrier. Specially, the Certificate must include the following language:

"The Village of Wilmette is and has been endorsed, as additional insured under the above reference policy number _____ on a primary and non

contributory basis for general liability coverage for the duration for the contract term".

(C) The CONTRACTOR shall require subcontractors, if any, not protected under the CONTRACTOR'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the CONTRACTOR.

(D) All insurance required herein of the CONTRACTOR and any subcontractors shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

INDEMNIFICATION

Except to the extent claims, losses or damages are the result of the negligent acts or omissions or willful misconduct of the VILLAGE, the CONTRACTOR shall indemnify, defend and save harmless the VILLAGE, its officers, agents, employees, representative and assigns, from lawsuits, actions, costs (including but not limited to attorneys' fees and expert witness fees), claims, fines, penalties, damages or liabilities of any character, resulting from: (a) CONTRACTOR'S failure to comply fully with any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive, including, but not limited to, those which directly or indirectly regulate or relate to the generation, receipt, handling, treatment, storage, transportation, disposal or recycling of any hazardous substance or waste; (b) bodily injury, including death at any time resulting there from, and injury to property, which are attributable to, or arise out of, any negligent act or omission or willful misconduct of CONTRACTOR, its employees, agents, officers, Village Managers, and subcontractors; and (c) the failure of CONTRACTOR to comply with the terms, conditions, representations and warranties contained in this contract. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its officers, agents, employees, representative 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 rights and obligations set forth in this section shall survive the expiration, conclusion, or termination of this contract.

KOTECKI WAIVER

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided hereunder. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

COMPLIANCE WITH LAWS

The CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and VILLAGE governments, which may in any manner affect the preparation of bids or the performance of the contract.

- a. **Collusion:** The BIDDER certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the BIDDER has not colluded conspired, connived or agreed, directly or indirectly, with any other BIDDER, VILLAGE employee or any person, to fix the bid price submitted by the BIDDER or any other BIDDER, and agrees to indemnify the VILLAGE for any losses sustained by it due to illegal actions of the BIDDER. He also certifies that the BIDDER, its agents, owners, officers or employees have not been convicted or pleaded nolo-contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code.
- b. **Sexual Harassment Policy:** The BIDDER certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105 et. seq.
- c. **Tax Payments:** The BIDDER certifies that the BIDDER is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
- d. **Equal Pay Act of 2003:** The successful BIDDER/CONTRACTOR, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.
- e. **Fair Employment Practices:** The BIDDER assures the VILLAGE that he is an "Equal Opportunity Employer" as defined by federal and state laws and regulations. He agrees to comply with the Illinois Employment Practice Commission Equal Opportunity clause as required by Article II of the Illinois FEPC Rules and Regulations, which is considered to be part of any contract or purchase agreement. The clause is reprinted below:

ILLINOIS EQUAL OPPORTUNITY CLAUSE

In the event of the CONTRACTOR'S noncompliance with any provision of this Equal Employment Opportunity clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public contracts, 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 the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

ILLINOIS FREEDOM OF INFORMATION ACT

Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not

limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

PERMITS AND LICENSES

The CONTRACTOR shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

TAXES

The VILLAGE is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the VILLAGE. A copy of the VILLAGE tax-exempt letter will be provided when requested.

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Circuit Court of Cook County, Cook County, State of Illinois, and the laws of the State of Illinois shall govern the cause of action.

PUBLIC INFORMATION

All information received in response to this Request for Proposal, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of RFP's has passed with the following four exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; (3) any company financial information requested by the State to determine vendor responsibility, unless prior written consent has been given by the offeror as set out in section 18-4-308, MCA; and (4) other constitutional protections. See Mont. Code Ann. § 18-4-304.

**SPECIAL PROVISIONS
FOR
CATCH BASIN CLEANING**

DESCRIPTION OF PROJECT

The Work to be performed under this Contract includes the cleaning and inspection of Catch Basin structures, documenting condition of structures on report, and hauling the debris collected to the Public Works Maintenance Facility where it will be dumped.

The CONTRACTOR shall complete the work from the date of contract approval by the VILLAGE and issuance of the Village Purchase Order for the period specified in the Contract document.

CONFLICT WITH EXISTING VILLAGE CONTRACTS

This Catch Basin Cleaning Contract shall be treated as a separate contract and must not be performed in conjunction with any VILLAGE contract currently held by BIDDER. Any BIDDER that currently performs work for the VILLAGE under an existing contract must agree to furnish additional crews (labor and equipment) to guarantee that timeliness, quality and services currently rendered do not suffer in any way due to additional work contained in this contract.

CONTRACT TIMES FOR COMPLETION OF WORK

Work on this contract will be completed during a fourteen-week period which will begin approximately August 6th, 2013 and end on November 14th, 2013. No Work shall be completed prior to contract signature by both parties and issuance of VILLAGE purchase order.

This Contract shall automatically terminate one calendar year from the date of contract signature. At the VILLAGE's sole option and discretion, and provided CONTRACTOR has performed the Work in compliance with the terms and conditions of this Contract, this Contract may be extended for an additional fourteen-week period in 2014. At least 90 days prior to the scheduled expiration of the Contract, the CONTRACTOR shall notify the VILLAGE of its desire to enter into an extension of the original contract. At the VILLAGE's sole option and discretion, this Contract may then be extended for an additional seventeen-week period. The price for any extended contract shall be the unit price per Catch Basin stated in the original contract. Any contract extension shall be in writing signed by both parties.

FAILURE TO COMPLETE THE WORK ON TIME

As set forth further in the Specifications herein, Catch Basin cleaning activities shall be scheduled as needed by the VILLAGE MANAGER. When contacted by the VILLAGE MANAGER, the CONTRACTOR shall reply promptly and be able to supply enough equipment and personnel to clean approximately 600 catch basins between the designated starting and completion dates, or a penalty of \$100 per day shall be assessed.

The CONTRACTOR understands and agrees that time is of the essence for this

Contract. The CONTRACTOR recognizes the impracticalities and difficulties in calculating, measuring, and proving the injury or loss suffered by the VILLAGE should the Work not be completed on time and therefore agrees to the appropriateness of liquidated damages under the terms set forth herein. The VILLAGE and CONTRACTOR agree that should CONTRACTOR fail to complete the Work by the completion dates stipulated in the Contract or within such extended time as may have been allowed, CONTRACTOR shall be liable to the VILLAGE in the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day that CONTRACTOR fails to complete the Work beyond the completion dates or such extended time as may have been allowed. The VILLAGE shall be allowed to deduct any liquidated damages from amounts due, or which may become due, to the CONTRACTOR from the Village.

LIQUIDATED DAMAGES

The liquidated damage amount of one hundred dollars (\$100) per day shall be owed and paid by CONTRACTOR for each consecutive Calendar Day beyond the Completion date that the Work is not completed within the time stated.

No deduction or payment of liquidated damages will release the CONTRACTOR from further obligations and liabilities to complete the entire Contract. Allowing the CONTRACTOR to continue and finish the Work, or any part of it, after the expiration of any stated completion date shall not constitute a waiver on the part of the VILLAGE of any liquidated damages due under the Contract.

SUBLETTING OF CONTRACT

The CONTRACTOR may sublet portions of the performance of the Work. The CONTRACTOR shall identify all proposed subcontractors who will furnish services under the terms of this Contract. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the CONTRACTOR and shall be subject to approval by the VILLAGE. CONTRACTOR shall not employ any subcontractor, either initially or as a substitute, against who the VILLAGE has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the CONTRACTOR and CONTRACTOR shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the CONTRACTOR.

CONTRACTOR shall be fully responsible to the VILLAGE for any and all acts and omissions of the CONTRACTOR's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the CONTRACTOR.

CONTRACT PRICING

As stated in the Instructions to BIDDERS, this Contract is being awarded to the lowest responsible Bidder whose overall proposal meets the specifications stated herein. Contract prices shall include all applicable charges that shall be incurred during the specified period of the contract.

DAMAGE AND PROTECTION OF PUBLIC AND PRIVATE PROPERTY

As further provided in the General Provisions, CONTRACTOR shall take all necessary precautions to prevent damage to areas adjacent to public right-of-ways, trees and shrubs, lawns, curbs, walks, and other real or personal property. CONTRACTOR shall be solely responsible for any damage to public or private property caused as a result of the performance of the Work under this Contract.

CONTRACTOR's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The CONTRACTOR will be responsible to repair or replace any pavement or sidewalk broken or damaged as a result of his operations. Equipment shall not enter private property unless the property owner provides consent or the VILLAGE has obtained signed right-of-entry release forms for the required work.

CONTRACTOR shall resolve any claims for damage with the property owner within (10) days after CONTRACTOR is notified that damage has occurred. To the extent CONTRACTOR has not documented site conditions as required by this Contract, CONTRACTOR shall be presumed to have caused the damage discovered. Should the damage not be rectified within the required time frame (or any subsequent time frame agreed upon) or to the satisfaction of the property owner, and/or the VILLAGE MANAGER, the VILLAGE reserves the right to repair or replace that which was damaged by the CONTRACTOR and deduct this cost from any payment due the CONTRACTOR, or if no payment is due, then from CONTRACTOR's surety. In addition, the VILLAGE reserves the right to repair or replace any pavement or sidewalk damage caused by the CONTRACTOR and deduct these costs from any payment due the CONTRACTOR.

PROTECTION OF OVERHEAD UTILITIES

Catch Basin cleaning may have to be conducted in areas where overhead electric, telephone, and cable television facilities exist. The CONTRACTOR shall protect all utilities from damage and follow all safety precautions and procedures required when working near such lines. The CONTRACTOR shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation. If the CONTRACTOR has properly contacted the Utility in sufficient time to arrange for the required work by the Utility and the Utility fails to respond within 2 hours, the CONTRACTOR should immediately notify the VILLAGE of this fact.

EQUIPMENT

A statement shall be provided to the VILLAGE indicating the items of equipment which the Bidder proposes to use on the project, together with a statement noting which of these items of equipment the Bidder owns, and separately those items which it does not own but is certain it will be able to rent or otherwise have access to use. All equipment, parts or components not specifically mentioned in these specifications which are necessary to provide a complete catch basin cleaning service shall be furnished by the successful Bidder. **Parking for CONTRACTOR'S equipment is not available at the Public Works Maintenance Facility.**

ADDITIONAL SAFETY STANDARDS

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the DIRECTOR shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the DIRECTOR to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the DIRECTOR if such is the case.

**SPECIFICATIONS
FOR
CATCH BASIN CLEANING**

The following Specifications are an integral part of the Contract and shall govern the performance of the Work.

- A. Standard Specifications for Road and Bridge Construction, adopted January 1st, 2007, published by the Illinois Department of Transportation (IDOT).
- B. Supplemental Specifications and Recurring Special Provisions, adopted January 1st, 2010, published by IDOT.
- C. Bureau of Local Roads and Streets, Special Provisions and Specifications, adopted January 1, 2009, published by IDOT.
- D. Standard Specifications for Water and Sewer Main Construction in Illinois, Fourth edition, dated May 1996.
- E. Interim Special Provisions, adopted subsequent to issuance of Supplemental Specifications and Recurring Special Provisions.
- F. Manual of Procedures for the Administration of the Sewer Permit Ordinance.
- G. Manual on Uniform Traffic Control Devices for Streets and Highways.
- H. Before submitting the proposal, bidders should read all the above mentioned documents along with the Special Provisions and familiarize themselves with all requirements of same.

In signing this contract, CONTRACTOR is assumed to have visited the site of the described work, verified all site conditions and also conditions under which said work must be conducted.

Signature approval of this contract implies that the CONTRACTOR is fully conversant with all requirements of Standard Specifications, Special Provisions, Standard Drawings, and site conditions. No claim for additional compensation will be considered or paid because of the CONTRACTOR'S negligence or failure to be so informed.

DESCRIPTION OF WORK

The Work to be performed under this Contract includes the cleaning and inspection of Catch Basin structures, documenting condition of structures on report, and hauling the debris collected to the Public Works Maintenance Facility where it will be dumped. The Work is based on the cleaning of approximately 600 Catch Basins.

GENERAL

The CONTRACTOR will be responsible for the cleaning of all Catch Basin structures

designated by the VILLAGE Utility Supervisor or their representative. No inlets shall be cleaned unless designated by the VILLAGE. After cleaning the structures, a condition assessment of each structure will be recorded using a catch basin inspection form provided by the VILLAGE. The VILLAGE will provide sewer maps indicating the location of structures where work will be performed. These maps shall be returned to the VILLAGE at the completion of the project.

LOCATIONS

The CONTRACTOR shall be given various locations to clean, throughout the VILLAGE, on an as-required basis.

ESTIMATED QUANTITIES

The total number of Catch Basins to be cleaned under this Contract has not yet been determined. Accordingly, the VILLAGE does not guarantee, nor does CONTRACTOR have a right to demand, that the Work under this Contract will in fact include the estimates provided herein. **It is estimated that approximately 600 catch basins will be cleaned under this contract.** The actual quantity may increase or decrease and quantities shall be construed as estimates for the purpose of obtaining unit prices unless otherwise stated.

WORK TO BE PERFORMED

The Work to be performed under this Contract includes the cleaning and inspection of Catch Basin structures, documenting condition of structures on report, and hauling the debris collected to the Public Works Maintenance Facility where it will be dumped.

SUPERVISION

CONTRACTOR shall provide the VILLAGE MANAGER, or a representative thereof, with the name and phone number of the Supervisor for this contract. The CONTRACTOR's Supervisor shall be a person in the employ of CONTRACTOR, and be a part of the daily crew who is familiar with, and regularly updated on, all the activities pertaining to work performed under this contract.

CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each Supervisor shall be fluent in English and be authorized by the CONTRACTOR to accept and act upon all directives issued by the VILLAGE MANAGER, or a representative thereof.

If the CONTRACTOR's Supervisor finds individuals not to be following the intent of these specifications, they shall be removed from the work site at the request of the VILLAGE MANAGER or a representative thereof. Such individuals shall not be allowed to return to complete work on this contract.

The CONTRACTOR is solely responsible for the supervision of its work crews. At a minimum, the CONTRACTOR's Supervisor must inspect the crews once per week to insure proper execution of the contract. The CONTRACTOR's Supervisor must update the Utility Superintendent after each visit with their crews. To ensure successful completion of this contract, the VILLAGE reserves the right to request additional field supervisors, operator's, and equipment.

MATERIAL

The material collected during the cleaning of the basins will consist of solids, and organic material normally found in sewer systems. The volume of material that will be collected during this program is not known at this time.

DE-WATERING REQUIREMENT

The sewer cleaning machine utilized to complete this WORK shall be equipped with a de-watering drain so that excess water collected during the cleaning process can be removed from the debris body prior to unloading. To arrange unloading, contact Mark Anderson, Utility Supervisor (phone 847- 853-7500).

DISPOSAL OF DEBRIS

The VILLAGE will provide a spoil drying bin to unload all debris collected during the specified WORK. The debris collected throughout the Village will be transported to the Village's Public Works Maintenance Facility, 711 Laramie Avenue, and unloaded there. The CONTRACTOR's vehicles must be empty when they arrive in the VILLAGE, and no debris collected at other jobs outside of the Village of Wilmette can be unloaded at this facility. The CONTRACTOR will be responsible for maintaining the proper drainage of the spoil drying bin area.

HOURS OF OPERATION

The CONTRACTOR will be able to clean Catch Basins Monday through Friday from 7:00 AM until 5:00 PM, however; The Public Works Maintenance Facility is open from 7:00 Am until 3:00 PM Monday through Friday, and all debris must be unloaded within those hours.

SCHEDULING

Catch Basin cleaning activities shall be scheduled as needed by the DIRECTOR. The CONTRACTOR shall provide all necessary personnel required for the completion of the contract, and shall ensure that they act in a professional manner. Personnel shall be fluent in English and be authorized by the CONTRACTOR to accept and act upon all directives issued by the DIRECTOR. The CONTRACTOR'S personnel shall notify the UTILITY SUPERVISOR prior to beginning work each day of this contract, in order to advise and coordinate all activities planned for the day. Each morning, the CONTRACTOR shall also provide the UTILITY SUPERVISOR with information regarding the previous day's activities, and any scheduling issues.

CONTRACTOR REQUIREMENTS

The CONTRACTOR agrees to provide a truck-mounted combination catch basin/high-pressure sewer-cleaning machine. The sewer-cleaning machine shall be capable of removing dirt, grease, rocks, bricks, sand, and other debris and obstructions from the Catch Basins. The truck-mounted machine shall have a suction hose capable of reaching fifteen (15) feet deep, to the bottom of a manhole or catch basin, and be of sufficient diameter to remove any debris in the basin. The suction hose should also be capable of rotating 90 degrees in order to reach Catch Basins located in parkway areas. The CONTRACTOR shall provide the equipment and tools necessary to thoroughly clean all debris, including roots and obstructions from the designated Catch Basin drainage

structures. The CONTRACTOR shall be solely responsible for any damage caused by its activities and shall make any repairs at the CONTRACTOR's expense to the satisfaction of the VILLAGE.

PRICING

The cost per basin shall include the cost of an operator and the equipment. No fuel surcharges or additional costs shall apply.

EQUIPMENT STORAGE/PARKING

The VILLAGE will not provide the CONTRACTOR with a parking area to accommodate the CONTRACTOR's equipment, vehicles and other materials during the contract. The VILLAGE will not be responsible or liable for any damage or theft of the CONTRACTOR'S equipment at any time.

COMPLIANCE WITH CONFINED SPACE ENTRY POLICY

The CONTRACTOR is responsible for compliance with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry, and shall complete the Compliance with Confined Space Entry Policy and Procedure Form included in the bid documents.

HYDRANT PERMIT

The CONTRACTOR must obtain a fire hydrant usage permit from the VILLAGE. All water used from fire hydrants shall be metered. The CONTRACTOR may supply their own meter or, if available, a meter may be obtained from the VILLAGE after the CONTRACTOR has provided the required permit deposit with the VILLAGE.

CONFLICT OF INTEREST

The CONTRACTOR agrees to perform no contractual services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the VILLAGE'S review/inspection, to occur or occurring within the corporate limits of the VILLAGE, or contiguous to the corporate limits of the VILLAGE **without notification to the VILLAGE prior to rendering services.** The CONTRACTOR agrees to provide the VILLAGE with **written notification** whenever the services provided under this agreement shall require the CONTRACTOR to review or inspect work performed by any other firm or corporation for whom the CONTRACTOR is or has within the previous twelve (12) months provided contractual services, or with any of the CONTRACTORS partners or principals having a financial interest. The VILLAGE may at its discretion disqualify the CONTRACTOR from participation as representative of the VILLAGE in such projects.

DELIVERABLE PRODUCTS

The Village shall supply catch basin inspection forms to record the condition of each catch basin cleaned and inspected by the CONTRACTOR. One inspection form shall be used for each catch basin cleaned and inspected by the CONTRACTOR. The CONTRACTOR shall provide the following deliverable products to the VILLAGE for approval and dissemination. One (1) copy of final report and all catch basin inspection

reports shall be submitted to the VILLAGE. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the VILLAGE unless otherwise specified in the negotiated agreement.

CONTRACTOR EMPLOYEE SAFETY

The CONTRACTOR will be solely responsible for the safety and protection of its employees and workers against accidents by utilizing proper barricades, lights and other approved methods of traffic control. With the exception of posting the **No PARKING** signs, all traffic control will be the responsibility of the CONTRACTOR, and must be executed in accordance with all IDOT requirements. All costs associated with traffic control are to be included in the unit prices and will be considered as incidental to performing the required work.

The CONTRACTOR shall utilize safety harnesses, gas detectors and other appropriate equipment utilized in sewer work, and shall maintain a first aid station located in the truck so it is available at the site of the work. The CONTRACTOR is solely responsible for the safety and training of its staff in confined space entry. The CONTRACTOR shall be responsible for complying with ANSI and IDOL standards for safety vests required to be worn by all employees. In all work areas in the VILLAGE, ANSI Class II vests are the required standard.

PUBLIC CONVENIENCE AND SAFETY

In addition to the requirements of Article 107.09 of the Standard Specifications for Road and Bridge Construction, the CONTRACTOR shall maintain entrances and side roads along the designated work areas; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

During all operations, the CONTRACTOR will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control. I.D.O.T. Standard 701501 is applicable and is included by reference. All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval and the direction of the VILLAGE. Construction signs referring to temporary lane closures during work hours shall be removed or covered during the non-work hours.

To insure that safe and efficient traffic control and protection is provided at all times, the CONTRACTOR shall provide to the VILLAGE the telephone number of his employee or agent who is responsible for traffic control and protection and shall confirm that this representative will be available at any time, day or night, to correct, add to or modify any traffic control devices or provisions to assure safe and efficient traffic operations.

The CONTRACTOR will not be allowed to close any street to through travel without the prior approval of the VILLAGE. The CONTRACTOR will be required to provide all

warning signs, barricades, traffic cones, flagmen and other appurtenances as the VILLAGE deems necessary to guarantee the safety of motorists and pedestrians during construction. Cross streets will be closed as necessary with the CONTRACTOR supplying proper barricades and detour signing. The CONTRACTOR shall report all road closures to the Village of Wilmette Public Works Department, who will then notify the Police and Fire Departments. This work will not be paid for separately but shall be considered as incidental to the Contract and no extra compensation will be allowed.

The CONTRACTOR must notify the VILLAGE of locations where **No PARKING** signs are required in order to perform the specified work. The VILLAGE will post the required signs the day after receiving notification from the CONTRACTOR, and enforcement will begin 48 hours after the posting of the signs. After the work is completed, the CONTRACTOR's crew who completed the work shall be responsible for the removal of the **No PARKING** signs. All signs shall be returned to the Village.

UNDERGROUND UTILITY LOCATION (J.U.L.I.E.)

The CONTRACTOR shall contact all other utilities which will be affected by its operations and notify the owners of the utilities of its operations and their limits within forty-eight (48) hours prior to beginning construction. This can be done by calling JULIE at 1-800-892-0123. A joint meeting can be arranged by contacting the VILLAGE's UTILITY SUPERVISOR. The CONTRACTOR shall be responsible for damage to utilities and shall, at its own expense, restore such property to a condition equal to that in existence prior to the commencement of work, as may be directed by the owners.

PROTECTION AND RESTORATION OF EXISTING SEWERS AND FACILITIES

Locations of existing drainage structures, sewers, and water mains as shown on the VILLAGE plans, are approximate. Prior to commencing work, the CONTRACTOR, at his own expense shall determine the exact location of existing structures.

The CONTRACTOR shall take all necessary precautions when working near or above existing sewers or around fire hydrants in order to protect these pipes during construction from any damage resulting from his operations. Existing sewers damaged because of noncompliance with this provision shall be replaced as directed by the VILLAGE, in accordance with Section 550 of the Standard Specifications for Road and Bridge Construction in Illinois and at the CONTRACTOR's own expense. No additional compensation will be provided for this work.

During operations, if the CONTRACTOR encounters or otherwise becomes aware of any sewers, under drains or field drains within the right of way, other than those shown on the plans; he shall so inform the VILLAGE. Existing facilities to be maintained that are damaged because of noncompliance with this provision shall be replaced at the CONTRACTOR's own expense.

INVOICES

The CONTRACTOR shall submit an invoice at least once per week. The invoice shall include the work performed (number of catch basins cleaned/location) for the

corresponding time period and be supported with copies of all inspection reports. **The VILLAGE will not authorize payment (including partial or pre-payments) for undocumented or incomplete work.** Hours spent traveling to and from the CONTRACTOR'S location to the VILLAGE shall not be considered billable. Invoicing shall only include hours spent at the work site and no "portal to portal" pay shall be considered. Data supporting this work is required by the DIRECTOR and is essential for the authorization of payment. All work shall be completed to the satisfaction of the DIRECTOR including any questions as to proper procedures or quality of workmanship. Payment will not be made until work is approved by the DIRECTOR.

**VILLAGE OF WILMETTE
CATCH BASIN CLEANING
CONTRACT # 13-M-0014**

I/We hereby agree to furnish to the Village of Wilmette all necessary materials, equipment, labor, etc. to complete **CATCH BASIN CLEANING** in accordance with provisions, instructions, and specifications of the Village of Wilmette for the prices as follows:

1. CONTRACTOR INFORMATION:

**UNITED SEPTIC, INC.
1327 W. BEECHER RD.
BRISTOL, IL 60512
EDWARD J. AUER, SECRETARY
630-553-7807
630-553-3305 – FAX
heathergribble71@yahoo.com**

2. CATCH BASIN CLEANING PER SPECIFICATION:

The CONTRACTOR hereby agrees to furnish to the Village of Wilmette all equipment, materials, labor and related items necessary for the completion of the Work in accordance with the Contract Documents for the amounts of:

Catch Basin Structure – Cleaning Unit Price: \$75.00 ea

Total estimated Volume: 600 units

3. TOTAL REQUIRED PERFORMANCE BOND - \$45,000.00

The CONTRACTOR affirms that the price above includes all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Contract Documents.

VILLAGE OF WILMETTE
Contract Document No. 13-M-0014

This agreement is made this 23rd day of July, 2013, between and shall be binding upon the **Village of Wilmette**, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and **UNITED SEPTIC, INC.**, hereinafter referred 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:

The proposed work is officially known as **CATCH BASIN CLEANING** and all as further described in the contract documents.

This contract shall embrace and include the entire applicable contract documents as shown in the RFP document for **Contract Document Number 13-M-0014 for CATCH BASIN CLEANING**.

1. The Village agrees to pay, and the CONTRACTOR agrees to accept as full payment such sums as delineated in accordance with the General Provisions.
2. The VILLAGE agrees to pay, and the CONTRACTOR agrees to accept as full payment such sums as delineated in accordance with the General Provisions.
3. The CONTRACTOR shall commence work under this Contract upon Written Notification to Proceed from the VILLAGE.
4. 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.
5. 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 Wilmette, Illinois and the CONTRACTOR have hereto set their hands this 23rd day of July, 2013.

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:

UNITED SEPTIC, INC.

Accepted this 8th day of Aug, 2013

Individual or Partnership _____ Corporation

By Mary C. Ovar _____ President
Position/Title

By [Signature] _____ Secretary
Position/Title

By United Septic, Inc. _____
Print Company Name

If a corporation, an officer duly authorized should sign and attach corporate seal

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this 16th day of August 2013

Robert T. Bielinski
Robert T. Bielinski, Village President

Attest: Terrence C. Porter
Terrence C. Porter, Village Clerk

CONTRACTOR'S CERTIFICATION

Edward J. Aver, Jr. having been first duly sworn depose and states as follows:

1. **UNITED SEPTIC, INC.**, having submitted a proposal for **CATCH BASIN CLEANING** to the Village of Wilmette, hereby certifies that said CONTRACTOR has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

2. **UNITED SEPTIC, INC.**, 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 approve Revenue Act; or

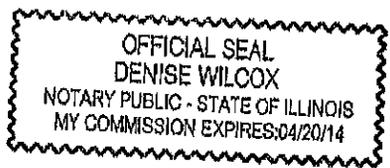
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: [Signature]

Authorized Agent of CONTRACTOR

Subscribed and sworn to before me this 8th day of August, 2013.

[Signature]
Notary Public:



Compliance with Confined Space Entry Policy and Procedure Form

The undersigned is an authorized representative of UNITED SEPTIC, INC., certifies that they will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c) (9) which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

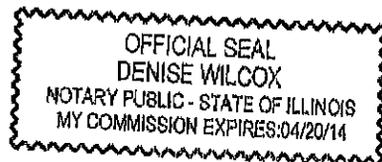
- (i) obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

Signed: _____

Title/Position: _____

Subscribed and sworn to before me this 8th day of August, 2013

Notary Public: _____



CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

The undersigned is an authorized representative of **UNITED SEPTIC, INC.**, and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; the undersigned CONTRACTOR hereby certifies to the contracting agency that it will provide a drug-free workplace by:

1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of CONTRACTOR'S workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - d. Abide by the terms of the statement; and
 - e. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
6. Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
8. Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

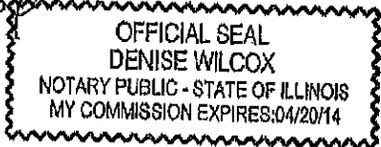
Signed: *[Signature]*

Title/Position: Secretary

Subscribed and sworn to before me this 8th day of August, 2013.

Notary Public: *[Signature]*

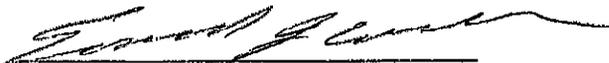
Village of Wilmette



NATIONAL SECURITY/USA PATRIOT ACT

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Wilmette that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the Village of Wilmette that CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.



CONTRACTOR

8/8/13
Date



Western Surety Company

PERFORMANCE BOND

Bond Number: 71447510

KNOW ALL PERSONS BY THESE PRESENTS, That we United Septic, Inc.
 _____ of
1327 W. Beachar Rd., Bristol, IL 60512, hereinafter
 referred to as the Principal, and Western Surety Company,
 as Surety, are held and firmly bound unto Village of Wilmette
 of 1200 Wilmette Ave., Wilmette, IL 60091, hereinafter
 referred to as the Obligee, in the sum of Forty-Five Thousand and 00/100
 Dollars (\$ 45,000.00), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the _____ day of _____,
 _____, for Catch Basin Cleaning Throughout Town

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
 the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null
 and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction
 in the location in which the work or part of the work is located and shall be instituted within two years after
 Contractor Default or within two years after the Contractor ceased working or within two years after the Surety
 refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this
 Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the
 jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
 Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 9th day of August, 2013.

United Septic, Inc.

 (Principal)

By [Signature] (Seal)

Western Surety Company

 (Surety)
 By Denise E. Randall
 DENISE RANDALL Atty





Western Surety Company

PAYMENT BOND

Bond Number: 71447518

KNOW ALL PERSONS BY THESE PRESENTS, That we United Septic, Inc.
 _____ of
1327 W. Beecher Rd., Bristol, IL 60512, hereinafter
 referred to as the Principal, and Western Surety Company,
 as Surety, are held and firmly bound unto Village of Wilmette
 of 1200 Wilmette Ave., Wilmette, IL 60091, hereinafter
 referred to as the Oblgee, in the sum of Forty-Five Thousand and 00/100
 Dollars (\$45,000.00), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblgee, dated _____ day of _____,
 _____, for Catch Basin Cleaning Throughout Town

_____ copy of which contract is by reference made a part hereof.

NOW, THEREFORE, If Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 9th day of August, 2013

United Septic, Inc.
 (Principal)

By [Signature] (Seal)

Western Surety Company
 (Surety)

By Denise E. Randall
 DENISE RANDALL Attorney



ACKNOWLEDGMENT OF SURETY

STATE OF Illinois }
COUNTY OF Kendall }
Bond No. 71447518

On this 12th day of Aug, 2013, before me, a notary public in and for said County, personally appeared DENISE RANDALL

to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said DENISE RANDALL

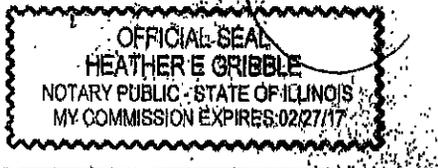
acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Oswego, Illinois, the day and year last above written.

My commission expires Feb 27, 2017

Heather E. Griddle
Notary Public

Form 108-4-2000



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71447518

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint DENISE RANDALL

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: United Septic, Inc.

Obligee: Village of Wilmette

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of February 14, 2014, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 9th day of AUGUST, 2013.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 9th day of August, in the year 2013, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of August, 2013.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2013

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).

PRODUCER Midwest Commercial Specialties 602 Bent Tree Court Oswego, IL 60543 (630)878-8936 P (630)553-3305 F	CONTACT NAME: Heather E. Gribble PHONE (A/C No. Ext): (630)878-8936 P FAX (A/C No.): (630)553-3305 F E-MAIL ADDRESS: MCS4PSNL@AQL.COM
INSURED United Septic, Inc. 1327 W. Beecher Rd Bristol, IL 60612 (630)553-7807 F	INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	CBP 512543	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAP 512544	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	UXL 512546	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 512545	06/30/2013	06/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Village of Wilmette is and has been endorsed, as additional insured under the above reference policy number on a primary and contributory basis for general liability coverage for the duration for the contract term.

CERTIFICATE HOLDER Village of Wilmette 1200 Wilmette Ave. Wilmette, IL 60091	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
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

END OF DOCUMENT

END OF DOCUMENT