

Contract #377

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2007-0419

Multi Year:
~~10-01-07~~ to 9-30-10

Amount \$0.00 *waived*

Contract Type:

Services

Contractor's Name:

Drop Zone

Contractor's AKA:

Execution Date:

9/25/2007

Termination Date:

9/30/2010

Renewal Date:

Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description: Drop Zone Portable Services



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

October 1, 2007

Mr. Robert Denton
Drop Zone Portable Services, Inc.
P.O. Box 964
Frankfort, Illinois 60423

RE: *NOTICE TO PROCEED*
Portable Services 2007 - 2010

Dear Mr. Denton:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of September 25, 2007.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

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

For your records, I have enclosed one (1) original executed contract dated September 25, 2007. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Contract Administrator

cc: Frank Stec



VILLAGE HALL

TRUSTEES

Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira



August 14, 2007

Mr. Robert Denton
Drop Zone Portable Services
312 Alessio Drive
Joliet, Illinois 60433

Notice of Award Portable Services 2008-2010 Contract

Dear Mr. Denton:

This notification is to inform you that on August 6, 2007, the Village of Orland Park Board of Trustees approved awarding Drop Zone Portable Services the contract in accordance with the bid you submitted dated June 20, 2007, for Rental of Portable Toilets & Service for an amount not to exceed Twenty Thousand and No/100 (\$20,000.00) Dollars per year, quoted at \$65 per month per standard unit and \$120 per month per handicapped unit. **You must comply with the following conditions precedent within ten business days of the date of this Notice of Award, which is by August 28, 2007.**

1. Enclosed is the Contract for Portable Services rental. Please sign two (2) copies and return them both directly to me. Do not date the first page of the contract. I will obtain signatures to fully execute and date the Contract and one original executed Contract will be returned to you.
2. Please sign the enclosed Insurance Requirements Certificate and return with the contracts. In your bid response you indicated that we had one on file. We do not have a signed certificate on file, nor do we have a current contract. The contract from June 2007 was never signed.
3. Please submit from your insurance company the endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation as agreed per our Insurance Requirements. I have a current Certificate of Insurance on file, but we also need copies of the actual endorsements. **Please have this faxed to my attention at 708-403-9212 for my review before sending the original.**

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec

**VILLAGE OF ORLAND PARK
(Contract for Services)**

This Contract is made this 25th day of September, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Drop Zone Portable Services, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- This Contract
- The Terms and Conditions
- The Invitation to Bid
- The Instructions to the Bidders
- The Bid Proposal as it is responsive to the VILLAGE'S bid requirements
- All Certifications required by the Village
- Certificates of insurance

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

The rental of Portable Toilets for use by the Village of Orland Park throughout the year. The Portable Toilets must be completely set-up, serviced, ready for operation and delivered to Orland Park, IL at various locations throughout the Village. The number of units and dates may vary slightly according to our needs.

Price includes delivery, pickup, disposal, weekly cleaning and damage waiver.

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

UNIT PRICE SHEET

	Type	Frequency of Cleaning	Monthly Cost Per Unit (Delivery, Pick Up, Disposal, Damage Waiver)		
			2008	2009	2010
	Standard	Weekly	\$ 65	\$ 65	\$ 65
	Handicapped	Weekly	\$120 *	\$120 *	\$120 *
	Additional cleaning per week if needed	On call	\$ 25	\$ 25	\$ 25

Quantity	Type	Frequency of Cleaning	Special Event July 3-5 (Delivery, Pick Up, Disposal, Damage Waiver)		
			2008	2009	2010
8	Standard	Daily	\$1000	\$1000	\$1000
4	Handicapped	Daily	\$ 500	\$ 500	\$ 500

***500 – Deductible per incident**

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence on October 1, 2007, and continue expeditiously for 3 years from that date. This Contract shall terminate on September 30, 2010, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT

DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

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

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
Robert Denton, General Manager
Drop Zone Portable Services, Inc.
P.O. Box 964
Frankfort, IL 60423
Telephone: 815-727-7304
Facsimile: 815-727-7350
e-mail: dropzonerdenton@sbcglobal.net

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

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

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

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

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.


FOR: THE VILLAGE

By: _____

Print Name: _____

Its: _____

Date: _____


Robert Zedler, SI
Village Manager
9-25-07


FOR: THE CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____


Robert Dent
General Manager
21 Sept 07

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

BIDDER SUMMARY SHEET

Rental of Portable Toilets and Service

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

Drop Zone Portable Services, Inc
Firm Name

P.O. Box 964
Street Address

Frankfort IL 60423
City State Zip

Portable Toilets
Contact Name

X Robert Dent
Signature of Authorized Signee

General Manager
Title

815-727-7304
Phone

815-727-7350
Fax

dropzone_rental @ sbcglobal.net
E-mail address

36-4171388
FEIN #

UNIT PRICE SHEET

	Type	Frequency of Cleaning	Monthly Cost Per Unit (Delivery, Pick Up, Disposal, Damage Waiver)		
			2008	2009	2010
	Standard	Weekly	\$ 65-	\$ 65-	\$ 65-
	Handicapped	Weekly	\$ 120-*	\$ 120-*	\$ 120-*
	Additional cleaning per week if needed	On call	25-	25-	25-

Quantity	Type	Frequency of Cleaning	Special Event July 3-5 (Delivery, Pick Up, Disposal, Damage Waiver)		
			2008	2009	2010
8	Standard	Daily	\$ 1000-	\$ 1000-	\$ 1000-
4	Handicapped	Daily	\$ 500-	\$ 500-	\$ 500-

* 500- deductible per incident

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Robert Denton, being first duly sworn certify
and say that I am
GENERAL MANAGER
(insert "sole owner," "partner," "president," or other proper title)

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

Robert Denton
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 19 Day
of JULY, 2007.

Lynda K. Bibian
Notary Public

OFFICIAL SEAL
LYNDA K. BIBIAN
Notary Public - State of Illinois
My Commission Expires Dec 20, 2010

SEXUAL HARASSMENT POLICY

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

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

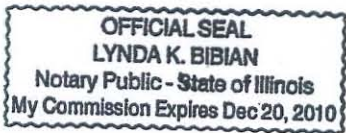
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Robert Sexton, having submitted a bid for Portable Toilets (Name of Contractor) for Drop Zone Portable Services, Inc. (General Description of Work Bid on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this 19 day of JUNE, 2007

[Signature]
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by

personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the 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 Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: *Robert Punt*
ATTEST: *Kyma K. B. M.*
DATE: *19 June 07*

TAX CERTIFICATION

I, Robert Denton, having been first duly sworn depose and state as follows:

I, Robert Denton, am the duly authorized agent for Drop Zone Portable Services, Inc, which has submitted a bid to the Village of Orland Park for

Portable Toilets and I hereby certify
(Name of Project)

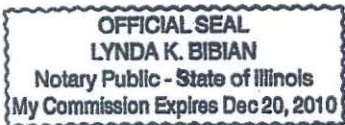
that Drop Zone Portable Services, Inc is not

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

By: [Signature]
Title: General Manager

Subscribed and Sworn to
Before me this 19
Day of JUNE, 2007
[Signature]



**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. The undersigned contractor hereby grants to the Village President of the, Village of Orland Park or his designee, authority upon reasonable prior notice to examine and audit the undersigned contractor's payroll records, time sheets or other appropriate documentation relative to the contract with the Village to assure the contractor's full compliance with the Illinois Prevailing Wage Act, including verification of payments and contributions for welfare and other employment benefits as mandated by said Act,

Contractor:

By:

Robert Duth
(Authorized Officer)

This 19 day of June, 2007

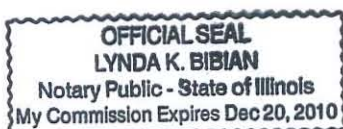
Subscribed and Sworn to

Before me this 19

Day of JUNE 2007

Notary Public

Lynda K. Bibian



REFERENCES

(Please type)

ORGANIZATION Village of Orland Park
ADDRESS _____
CITY, STATE, ZIP _____
PHONE NUMBER _____
CONTACT PERSON Frank Stec
DATE OF PROJECT _____

ORGANIZATION City of Chicago Dept. of Aviation
ADDRESS 10510 W Zenke Road
CITY, STATE, ZIP Chicago, IL 60666
PHONE NUMBER 773-894-2110
CONTACT PERSON MARCOS FERNANDEZ
DATE OF PROJECT Continuing

ORGANIZATION City of Chicago Bureau of Street Operations
ADDRESS 121 N LaSalle Room 711
CITY, STATE, ZIP Chicago, IL 60602
PHONE NUMBER 312-744-2878
CONTACT PERSON Kitty Brown
DATE OF PROJECT Continuing

Bidder's Name: Drop Zone Portable Services, INC
Signature: [Signature]

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

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

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

Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

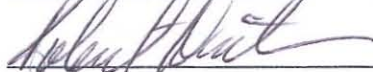
\$2,000,000 – Aggregate

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

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

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

ACCEPTED & AGREED THIS 21 DAY OF Sept, 2008



Signature

Robert Denton General
Printed Name & Title Manager

Authorized to execute agreements for:

Drop Zone Portable Services, Inc.
Name of Company

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID DB
DROPZ-2DATE (MM/DD/YYYY)
08/08/07

PRODUCER Concklin Insurance Agency Inc 240 S. Westmore Lombard IL 60148 Phone: 630-268-1600 Fax: 630-629-0486	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Drop Zone Portable Services In Bob Denton PO Box 964 Frankfort IL 60423	INSURER A: Grange Mutual Casualty Company	14060
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP2326541	08/09/07	08/09/08	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 - COMP/OP AGG \$ 2,000,000				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP2326541	08/09/07	08/09/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	OE2326543	08/09/07	08/09/08	EACH OCCURRENCE \$
	AGGREGATE \$ 1,000,000				
	\$				
	\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCP2326542	08/09/07	08/09/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500,000				
	E.L. DISEASE - EA EMPLOYEE \$ 500,000				
	E.L. DISEASE - POLICY LIMIT \$ 500,000				
OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is Additional Insured as required by contract but only in accordance with policy terms conditions and Exclusions

CERTIFICATE HOLDER

VILLO-3

 Village of Orland Park
 14700 Ravinia Avenue
 Orland Park IL 60462
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

George Tomlinson *George Tomlinson*

LEGAL NOTICE - MUST RUN IN
DAILY SOUTHTOWN
Thursday June 7, 2007

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
ADVERTISEMENT FOR BIDS

Rental of Portable Toilets and Service

The Village of Orland Park, Illinois will **receive sealed bids until 11:00 A.M.** on the 20th day of June, 2007, at the Office the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for **Rental of Portable Toilets and Service**. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 14700 Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids.

The President and Board of Trustees reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in bidding and to disregard all non-conforming or conditional bids.

The successful bidder shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: DAVID P. MAHER
VILLAGE CLERK

**VILLAGE OF ORLAND PARK, ILLINOIS
RENTAL OF PORTABLE TOILETS AND SERVICE
INVITATION TO BID**

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RENTAL OF PORTABLE TOILETS AND SERVICE
INVITATION TO BID

sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement in its best interest.

Any references in the Specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Bids on other makes will be considered, provided each bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the bidder intends to furnish the item specified and does not propose to furnish an "equal." The Village hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

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RENTAL OF PORTABLE TOILETS AND SERVICE
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Eagle Ridge II	Wolf Road	5/1---11/5
Eagle Ridge III	Pentagon & Rachel Lane	5/1---11/5
Equestrian Park	Shire Drive	5/1---11/5
Grasslands Park	171 st & Steeplechase	5/1---11/5
Helen Park	Helen Lane	5/1---11/5
Heritage Park	Concord Drive	5/1---11/5
High Point School	West Ave	5/1---11/5
Ishnala Woods Park	80 th Ave	5/1---11/5
John Humphrey	West Ave	year round
Liberty School	151 st Street	5/1---11/5
Mallard Landing	Deer Run Drive	5/1---11/5
Marley Creek Park	Marley Creek & Autumn Ridge	5/1---11/5
Park School	143 rd Street	5/1---11/5
Perminas Park	Christina Ave & 141 st .	5/1---11/5
Public Works	West Ave	year round
Schussler Park	Poplar Road (3 units)	5/1---11/5
Veterans Park	Wheeler Drive	5/1---11/5
Village Square	Windsor Drive	5/1---11/5

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sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Contractor shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor is required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Indemnification - Contractor agrees to indemnify and hold harmless the Village, its trustees, officers, directors, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

VILLAGE OF ORLAND PARK, ILLINOIS
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Insurance – Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II.

Bidders must sign and submit with the bid, the Insurance Requirements page, as recognition of the insurance coverages and amounts (hereinafter referred to as "coverage(s)") that will be required to be in place before the commencement of any work by the successful bidder. By signing this form, the bidder is certifying that in the event the bidder does not already have the required insurance coverages in place, that the bidder has checked with their insurance carrier and verified that the coverages requested will be able to be obtained by the bidder within ten (10) days after the date of the Notice of Award of the Contract. The bidder has the sole responsibility of verifying that the coverages will be available for purchase and has made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful bidder may incur as a result of obtaining said required coverage's. The bidder also represents that they have taken the insurance requirements into account and at the bidders' sole discretion, has factored this into the bid prices submitted. The successful bidder is solely and entirely responsible for the payment of policy premiums and in no event will the Village of Orland Park be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount bid, as a result of any expense the successful bidder may incur to satisfy the obligations required herein.

Please submit with the bid, a current policy Specimen Certificate of Insurance showing the insurance coverages the bidder currently has in force.

Upon award of the contract, any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. **The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's.** The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words **"endeavor to"** and **" , but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives"** must be stricken from all Certificates of Insurance submitted to the Village, but failure of the insurer to strike this reference shall not be a waiver of the obligation to provide any written notice.

Payment and Performance Bonds – No payment or performance bonds are required to be submitted by the successful bidder in relation to this project.

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit all of the following items:

- Sealed Bid Envelope - **Addressed to the Village of Orland Park, Attn: Village Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, IL 60462, and labeled: RENTAL OF PORTABLE TOILETS AND SERVICE, in the lower left hand corner.
- Bid - Bidder must submit **two (2) complete, sealed, signed and attested copies of the bid, one (1) of which shall be a complete bound copy and one (1) of which shall be a complete, identical, unbound copy of the bid**, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copy shall be the forms with the original signatures and the unbound copy may be photocopies.
- All forms completed from Section II:
 - Bidder Summary Sheet
 - Unit Price Sheet
 - Certificate of Eligibility to Enter into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity
 - Tax Certification
 - References
 - Insurance Requirements