Clerk's Contract and Agreement Cover Page

Year:

2009-1

Legistar File ID#: 2009-0229

Multi Year:

V

Amount

\$12,962.50

Contract Type:

Services

Contractor's Name:

Wilson Rental, Inc.

Contractor's AKA:

Execution Date:

5/20/2009

Termination Date:

8/15/2011

Renewal Date:

5/20/2010

Department:

Media & Special Events

Originating Person:

Patty Vlazny

Contract Description: Taste of Orland - Tent Rental 2009-2011



MAYOR Daniel J. McLaughlin

VILLAGE CLERK David P. Maher

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



VILLAGE HALL

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

July 7, 2009

Mr. Dennis Wilson Wilson Rental, Inc. 9960 W. 191st Street, Unit C Mokena, Illinois 60448

NOTICE TO PROCEED RE:

Tent Rental - Taste of Orland Park 2009-2011

Dear Mr. Wilson:

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.

Please contact Patty Vlazny at 708-403-6145 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 May 20, 2009 in an amount not to exceed contracted per item price. Total cost per year may vary based on items ordered. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski

Contract Administrator

Patty Vlazny cc:

VILLAGE OF ORLAND PARK Taste of Orland – Event Supply Rental (Contract for Services)

This Contract is made this **20th day of May 2009** by and between <u>The Village of Orland Park</u> (hereinafter referred to as the "VILLAGE") and <u>Wilson Rental Inc.</u> (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.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid Proposal dated April 8, 2009, 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:

Pricing shall include set up, maintenance and take down of the following rented items for the Taste of Orland Park:

ITEM	Approximate Quantity	PRICE PER ITEM 2009	PRICE PER ITEM 2010	PRICE PER ITEM 2011
10' X 10' Pole Tent (No Counter)	40	\$83.00	\$83.00	\$83.00
20' X 20' Framed Tent (w/walls & skirted counters)	20	\$310.00	\$310.00	\$310.00
10' x 20' Framed Tent	4	\$170.00	\$170.00	\$170.00
20' x 30' Framed Tent	1	\$365.00	\ \$365.00	\$365.00
30' x 17" Bandshell	1	\$550.00	\$550.00	\$550.00
8' Folding Tables	110	\$6.25	\$6.25	\$6.25
Folding Chairs	250	\$.80	\$.80	\$.80
Lights (100 watt globe light 10 X 10 tents)	40 tents	\$16.00	\$16.00	\$16.00
Lights (500 watt lights tubular fixtures 20 X 20 tents)	20 tents	\$16.00	\$16.00	\$16.00
Asphalt patching after event	All holes	No Charge	No Charge	No Charge

Wilson Rental will have staff available through the event via an emergency phone number and will make periodic site inspections during the event.

Immediately following the event, Vendor shall perform asphalt patching as needed for all holes from tent stakes or other damages as a result of tents being erected. Asphalt patching shall be included at no additional charge.

(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: items not to exceed per item price as listed above, for a total of approximately Twelve Thousand Nine Hundred Sixty - Two and 50/100 (\$12,962.50) Dollars, depending on the number of items ordered each year based on the Board approved budgeted amount for the event.

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 term of this contract shall be for one (1) year, but shall be automatically renewed on its annual anniversary date for each of two (2) successive years unless the Village

notifies the Contractor in writing at least thirty (30) days before said anniversary date that it does not wish to renew the contract. The WORK in 2009 shall commence July 29, and continue expeditiously from that date until final completion on August 3, 2009. The WORK shall commence on dates to be determined by the Village of Orland Park for 2010 and 2011. Contractor shall be notified of select dates as soon as they are determined. This Contract shall terminate upon completion of the WORK following the 2011 event, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

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

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

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

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, 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:

Wilson Rental Attn: Dennis Wilson 9960 W. 191st St., Unit C Mokena, IL 60448

Telephone: 708-799-5533 ext. 303

Facsimile: 708-326-4706

e-mail: dennis@wilsonrental.com

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	FOR: THE CONTRACTOR
Ву:	By: Karie lielton
Print Name: Pan G. Grimes	Print Name: Korin Wilson
Title: Village Manager	Title: 1 roocsieres
Date: 7/2/09	Date: 6-29-09

BIDDER SUMMARY SHEET

<u>Tent Rental – Taste of Orland Park 2009-2011</u> Project Name

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

Firm Name: Wilson Rental, INC.
Address: 9960 W. 1915T ST, Unit C
City, State, Zip Code: Mokena, 1L. 60448
Contact Person: Dennis Wilson
FEIN#: 36-2737273
Phone: (768) 799-5533 Fax: (768) 326-4766
E-mail Address: dennis @ wilsonrental. Com
RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:
Addendum No, Dated Addendum No, Dated
ACCEPTANCE: This proposal is valid for $\underline{\mathcal{GD}}$ calendar days from the date of submittal. (NOTE: At least 60 days should be allowed for evaluation and approval.)
BUSINESS ORGANIZATION:
Sole Proprietor: An individual whose signature is affixed to this bid.
Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.
Corporation: State of incorporation: \\ \LUNO\S\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

Pricing shall include set up, maintenance and take down of the following rented items for the Taste of Orland Park:

ITEM	Approximate Quantity *	PRICE PER ITEM 2009	PRICE PER ITEM 2010	PRICE PER ITEM 2011	ADDITIONAL INFORMATION**
10' X 10' Pole Tent (No Counter)	40	83.00	8300	83 <u>oc</u>	
20' X 20' Framed Tent (w/walls, and skirted counters)	20	31000	31000	31000	
10' X 20' Framed Tent	4	1700	17000	17000	
20" X 30' Framed Tent	1	36500	365 ^{ce}	36500	
30' X 17' Bandshell	1	55000	550°	55000	
8' Folding Tables	110	6,25	6.25	6.25	
Folding Chairs	250	480	- 80	,80	
Lights (100 watt globe light 10 X 10 tents)	40 tents	16.00	16.00	16.00	
Lights (500 watt lights (tubular fixtures) 20 X 20 tents)	20 tents	16.00	16.00	16.00	
Asphalt patching	All holes	No Charge	No Charge	No Charge	s or other damages as

After the event, Vendor shall perform asphalt patching as needed for all holes from tent stakes or other damages as a result of tents being erected. Asphalt patching shall be included at no additional charge.

- **Additional information required: (Please provide additional narrative pages as needed)
 - 1. Please list available colors of tent tops.
 - 2. Describe electrical needs.
 - 3. Describe set-up and take-down time frame
 - 4. Describe availability throughout event.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Wilson	Rental,	INC.		(Corporate Seal)
Business Name	. ^			
Venie	Wilson		Dennis	Wilson
Signature			Print	or type name
General	Manage		4-8-2 Date	009
11116				

^{*}Quantities listed are for bidding purposes only. Actual quantities will be determined prior to each event.

Tent Rental - Taste of Orland 2009-11

Additional info on bid items noted on page 13:

- 1. All tents we offer are white
- 2. Electrical needs all lights are 500 watts or less
- 3. Set-up and take-down will take place as required by the Village of Orland Park
- 4. We will make our staff available throughout the event via an emergency phone number, and we'll be making periodic site inspections during the event

Wilson Rental, Inc.
Dennis Wilson, General Manager

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.
and say that I am General Manager (insert "sole owner," "partner," "president," or other proper title)
of Wilson Rental, INC. Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States. Signature of Person Making Certification
Subscribed and Sworn To Before Me This 8th Day of April , 2009. WATHLEEN CONGREVE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/20/11

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 <u>written</u> 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."

I, Dennis Wilson, having submitted a bid for Wilson Pental, IMC. (Name of Contractor) for Taste of Orland 2009-II. (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).

Authorized Agent of Contractor

Subscribed and sworn to before me this & day of

_, 20<u>09</u>.

While Congreve Notary Public

OFFICIAL SEAL
KATHLEEN CONGREVE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/20/11

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:				
7				
_				

TAX CERTIFICATION

l,	Dennis Wilson, having been first duly sworn depose and
state as	follows:
1,	, Dennis Wilson, am the duly authorized
а	agent for Wilson Rental, INC. , which has
S	submitted a bid to the Village of Orland Park for
-	Taste of Orland 2009-11 and I hereby certify (Name of Project)
tl	hat Wilson Rental, 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:
Before r	official SEAL KATHLEEN CONGREVE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/20/11

REFERENCES

(Please type)		
ORGANIZATION _	Village of Orland Park	
ADDRESS _	14700 Ravinia Drive	
CITY, STATE, ZIP _	Orland Park, IL 60462	
PHONE NUMBER _	708-403-6140	
CONTACT PERSON	Gail Blummer	***
DATE OF PROJECT	August 2008	
ORGANIZATION _	Village of Chicago Ridge	
ADDRESS _	10455 S. Ridgeland	****
CITY, STATE, ZIP _	Chicago Ridge, 11 60415	
PHONE NUMBER _	708-425-7700	
CONTACT PERSON_	Debbie Aquinaga	
DATE OF PROJECT_	July 2008	
ORGANIZATION _	Village of Crestwood	
ADDRESS _	13840 S. Cicero	
CITY, STATE, ZIP _	Crestwood, IL 60445	
PHONE NUMBER _	708-712-6958	
CONTACT PERSON_	Laurie Stranczek	
DATE OF PROJECT_	August 2008	
Bidder's Name:	Wilson Zental, INC.	
Signature & Date:	(Dain WOS 4-87009	

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 - Each Accident \$500,000 - Policy Limit \$500,000 - Each Employee Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

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

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

ACCEPTED & AGREED THIS 8th	DAY OF _April, 2009
Denais Wilson	_
Signature	Authorized to execute agreements for:
General Manager	Wilson Pental, INC
Csenero (Manager Printed Name & Title	Name of Company

DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE OPID JH WIIL005 08/22/08 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION PRODUCER ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ARA Insurance Services ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 102 NW Parkway Kansas City MO 64150 INSURERS AFFORDING COVERAGE NAIC# Phone: 800-821-6580 Fax: 816-474-1931 37257 INSURER A: INSURED Praetorian Insurance Company INSURER B: INSURER C: Wilson Rental Inc. 9960 W 191 Street, Unit C Mokena IL 60448 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.

NSR ADD'	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MINIDD/YY)	LIMIT	
LIKINSK	GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
AX	X COMMERCIAL GENERAL LIABILITY	H841201021-06	08/28/08	08/28/09	DAMAGE TO RENTED PREMISES (Ea occurence)	\$100,000
A A	CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$5,000
	SERVING IN ISE				PERSONAL & ADV INJURY	\$1,000,000
				14	GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY PRO-					
A	AUTOMOBILE LIABILITY ANY AUTO	H841201022-02	08/28/08	08/28/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ALL OWNED AUTOS X SCHEDULED AUTOS		35. 7A		BODILY INJURY (Per person)	\$
	X HIRED AUTOS		7	e 1	BODILY INJURY (Per accident)	\$
	A MON-OWNED AUTOS				.PROPERTY DAMAGE (Per accident)	s
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	S
	ANY AUTO	2			OTHER THAN EA ACC	\$
	- All Acre				AUTO ONLY: AGG	\$
_	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$1,000,000
A	X OCCUR CLAIMS MADE	H841201025-06	08/28/08	08/28/09	AGGREGATE	s1,000,000
25.	A 0000K					\$
	DEDUCTIBLE					\$
	X RETENTION \$10,000					\$
MO	ORKERS COMPENSATION AND				WC STATU- OTH-	
EM	PLOYERS' LIABILITY				E.L. EACH ACCIDENT	\$
AN'	Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?			20	E.L. DISEASE - EA EMPLOYEE	\$
IF v	es, describe under ECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$
	HER					
A R	ental/Sales Inv	H841201021-06	08/28/08	08/28/09	Blanket	
S	pecial	LES / EVOLUSIONS ADDED BY ENDORS	EMENT / SPECIAL SPC	MICIONE		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate holder is Additional Insured under General Liability with respects to: Special Event Rentals.

CERTIFICATE HOLDER		CANCELLATION
	VILORL1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
	V 1101111	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
Village of Orland Park 14700 S. Ravinia Avenue		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
		REPRESENTATIVES.
Orland Park IL 60462		AUTHORIZED REPRESENTATIVE
Ottana rath in ooton		ADA Ingurance Services

PRODUCER	ORD CERTIFICATE OF LIABILIT		THIS CEI	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION			
	Latek Insurance Agency, Inc. 414 E Willow Ave Wheaton, IL 60187		HOLDER.	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	Wilson Rental		INSURER A: WE	stport Insurance	Co.		
	9960 W 1091st St, Unit	INSURER B:	INSURER B:				
	Mokena, IL 60448	INSURER C:	INSURER C:				
	monora, in out-ro	INSURER D:	INSURER D: INSURER E:				
						INSURER E:	
COVER	AGES	•		×			
ANY REQUI	ES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE REMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER INN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED GGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PA	POCUMENT WITH RESPECT TO WHICH THIS CERTIFIC HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS	ATE MAY BE ISSUED OR				
NSR ADD'L LTR WSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE BATE (MM/DD/YY)	POLICY EXPIRATION DATE (MW/DD/YY)	LIMITS		
	GENERAL LIABILITY				E ACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	\$	
	CLAIMS MADE OCCUR				MED EXP (Any one person)	\$	
					PERSONAL & ADVINJURY	\$	
			8		GENERAL AGGREGATE	s	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPJOP AGG	\$	
	POLICY PRO- JECT LOC						
	ANY AUTO				COMBINED SINOLE LIMIT (Ea accident)	\$	
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	ş	
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	s	
					PROPERTY DAMAGE (Per accident)	s	
	GARAGELIABILITY				AUTO ONLY - EA ACCIDENT	s	
	ANY AUTO				OTHER THAN EAACC	\$	
	L			-	AUTO ONLY: AGG	\$	
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
	OCCUR CLAIMSMADE				AGGREGATE	\$	
						s	
	DEDUCTIBLE					S	
wanu	RETENTION \$ ERS COMPENSATION AND				WC STATU- TORYLIMITS X OTH- ER	5	
EMPLO	VERS' LIABILITY	WCX 0030996- 02	07/05/08	07/05/09		5 1,000,000	
	ROPRIETOR/PARTNER/EXECUTIVE ER/MEMBER EXCLUDED?	WOX 0000990-02	07/05/08	01/05/09	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	lescribe under L PROVISIONS below				E.L. DISEASE -POLICYLIMIT	\$ 1,000,000	
OTHER						1,000,000	
ESCRIPTION O	F OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDR	ED BY ENDORSEMENT / SPECIAL PROVISIONS					
CERTIFICATE HOLDER				CANCELLATION			
Village of Orland Park 14700 Ravinia Ave Orland Park, IL 60462			SHOULD ANY OF TH	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL. NOTICE TO THE CERTIFICATE HOLDER HAMED TO THE LEFT, BUT FAILURE TO BO SO SHALL IMPOSE HO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			
			1				
				Latek Insurance Agency, Inc.			