Contract # 415

## Clerk's Contract and Agreement Cover Page

Year:

2008-1

Legistar File ID#: 2008-0121

Multi Year:

**V** 

Amount

\$14,710.00

**Contract Type:** 

Services

**Contractor's Name:** 

Alliance Window Cleaning Inc.

Contractor's AKA:

**Execution Date:** 

3/4/2008

**Termination Date:** 

10/31/2010

**Renewal Date:** 

Department:

Parks & Building Maintenance

**Originating Person:** 

Frank Stec

**Contract Description:** 

Window Washing 2008-2010



MAYOR Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



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

March 20, 2008

Mr. James Devine Alliance Window Cleaning, Inc. 4 N 220 Cavalry Drive, Unit M Bloomingdale, Illinois 60108

RE: NOTICE TO PROCEED

Alliance Window Cleaning of Village Facilities 2008-2010

Dear Mr. Devine:

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 March 12, 2008.

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

The Village has processed Purchase Order #047551 for this contract/service and faxed this 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 March 4, 2008 in an amount not to exceed Fourteen Thousand Seven Hundred Ten and No/100 (\$14,710.00) Dollars per year. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski Contract Administrator

cc: Frank Stec

BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable 14700 Ravinia Avenue

Orland Park, Illinois 60462-3167

Phone: (708) 403-6180 Fax: (708) 403-9212



Page: 1

Purchase Order Number: 047551

Purchase Order Date: 03/17/08

## PURCHASE ORDER

To:

Ship to:

ALLIANCE WINDOW CLEANING INC 4 N. 220 CAVALRY DRIVE UNIT M BLOOMINGDALE, IL 60108 VILLAGE OF ORLAND PARK

Vendor No. 10082		Your invoice MUST marror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.					Sales Tax Exempt # E9998 1807 05					
Deliver By Vendo			endor	Phone N	lumber	Vend	or Fa	x Number	After an interesting and the state of the st	Terris		
03/0	04/08	TE	L# (6	30) 351	L-9805	FAX# (6	30)	351-9816	NET			
									17.00	13.		
	Co	nfir	m To		***************************************	Confire	n By		Requisitioned By			
JAMES	S DEVI	NE	*****		JUL	Y KONOW			FRANK STEC			
Frei	e-Te-f	Co	ntract	Number	Accor	ınt Numbe	r	Project	Requisition No.	Requisition Date		
1 1 4 4	Managaman Managaman Managaman	Marie Ma			***************************************	10042442	uananing m		48923	03/04/08		
15000												
Line#	ne# Quantity UOM Ite		em Num	em Number and Description			Unit Cost	Extended Cost				
1	4710.00 DL WINDOW			WINDOW	WASHING AS PER BID				1.0000	14710.00		
								SUB	-TOTAL	14710.00		
								TOT	AL	14710.00		
				REMARKS BOARD A	S: APPROVEI	3/3/08	200	08-0121				

Authorized By: Judy Konow

Faxed: 3 2008

Phoned:\_\_

Mailed

## VILLAGE OF ORLAND PARK (Contract for Services)

This Contract is made this **4th day of March**, **2008**, by and between the <u>Village of Orland</u>

<u>Park</u> (hereinafter referred to as the "VILLAGE") and <u>Alliance Window Cleaning</u>, <u>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, included by reference

The Instructions to the Bidders, included by reference

This Contract

The Terms and Conditions

The Bid Proposal dated February 12, 2008, 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:

Window Washing – Wash the inside and outside of all windows on all Village of Orland Park owned buildings as listed below. Windows will be cleaned and no streaks or marks left. The windows shall be washed twice a year, in March and in October, for the years 2008, 2009 and 2010. Window will be cleaned from 8:00 am to 3:30 pm Monday-Friday and the Village has the right to determine which sites need to be done.

LOCATION	ADDRESS	COST 2008	COST 2009	COST 2010
Village Hall	14700 Ravinia Ave.	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00
Civic Center	14750 Ravinia Ave.	1,900.00	1,900.00	1,900.00
Police Station	151st and Ravinia	800.00	800.00	00.008
Sportsplex	11351 West 159 <sup>th</sup> St.	4,850.00	4,850.00	4,850.00
Robert Davison	14700 Park Ave.	140.00	140.00	140.00
Franklin Loebe	14750 Ravinia Ave	1,900.00	1,900.00	1,900.00
Public Works	15655 Ravinia Ave	900.00	900.00	900.00
Cultural Center	14760 Park Lane	500.00	500.00	500.00
Metra 153 <sup>rd</sup>	10399 153 <sup>rd</sup> St.	60.00	60.00	60.00
Metra 153 <sup>rd</sup>	10401 153 <sup>rd</sup> St.	60.00	60.00	60.00
Metra 153 <sup>rd</sup>	10405 153 <sup>rd</sup> St.	60.00	60.00	60.00
Metra 179 <sup>th</sup>	11751 W. 179 <sup>th</sup> St.	60.00	60.00	60.00
Metra 143 <sup>rd</sup>	9750 West 142 <sup>nd</sup> St.	180.00	180.00	180.00
	TOTAL	\$14,710.00	\$14,710.00	\$14,710.00

(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

TOTAL: Fourteen Thousand Seven Hundred Ten and No/100 (\$14,710.00) Dollars for each year of the three (3) year contract, 2008, 2009 and 2010.

**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 between March 15th to April 15th and October 1st to October 31st of each of the three (3) years, 2008, 2009 and 2010. This Contract will terminate October 31, 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: To the CONTRACTOR:

Denise Domalewski, Contract Administrator James Devine, President

Village of Orland Park Alliance Window Cleaning, Inc.

14700 South Ravinia Avenue 4 N 220 Cavalry Drive, Unit M

Orland Park, Illinois 60462 Bloomingdale, Illinois 60108

Telephone: 708-403-6173 Telephone: 630-351-9805

Facsimile: 708-403-9212 Facsimile: 630-351-9816

e-mail: <u>ddomalewski@orland-park.il.us</u> e-mail: <u>jim@alliancecleaning.net</u>

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: Gllen Saen

Print Name: Ellen J. Baer

Its: Interim Village Manager

Date: 3 17 08

FOR: THE CONTRACTOR

\_

Print Name

Date:

Its:

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

## BIDDER SUMMARY SHEET

## Window Washing 2008-2010 Project Name

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

Firm Name: _	ALLTANCE	attra	100W	CLEAN	17V9
Address:	4N2200	AVALE	YDR	UM	M
City, State, Zi	Code: BL 80	MING	PALE	AC	20/08
	on: JAMSS D				
FEIN#:	003350	54			
Phone: 630	3519805 F	ax: (38) 3	51981	<b>(</b>	
75	s: JIM @ AL				
	The state of the s				
Signature of A	uthorized Signee:		00		
					Property of the second
Title:	LES EN (	Date:	2-1	2-08	
			1		The state of the s
Window washi	ng for the following faciliti	es <b>twice</b> a ve	ar:		
		A		*	
Location	Address	Cost	Cost	Cost	
Village Hall	14700 Ravinia Ave.	2008	2009	2010	
Civic Center	14750 Ravinia Ave.	3300	3300	33.0	
Police Station	151 <sup>st</sup> and Ravinia	1900	1900	1900	1
Sportsplex	11251 W 4550 D	800	800	800	
Robert Davison	11351 West 159 <sup>th</sup> St.	4850	4850	4850	
Franklin Loebe	14700 Park Ave.	140	146	140	
Public Works	14750 Ravinia Ave	1900	1900		
Cultural Carte	15655 Ravinia Ave	900	900	1960	
Cultural Center Metra 153 <sup>rd</sup>	14760 Park Lane	500	500	900	
	10399 153 <sup>rd</sup> St.		60	590	
Vietra 153 <sup>rd</sup>	10401 153 <sup>rd</sup> St.	60	100	60	
Netra 153 <sup>rd</sup>	10405 153 <sup>rd</sup> St.	601	40	60	
Aetra 179 <sup>th</sup>	11751 W. 179 <sup>th</sup> St.		60	0,0	
/letra 143 <sup>rd</sup>	9750 West 142 <sup>nd</sup> St.	186	180	66	
	TOTAL	\$ 116	180	120	

## BUSINESS ORGANIZATION:

Sole Proprietor: An individual whose	signature is affixed to this proposal.
Partnership: Attach sheet and state principals and/or partners. Provide percent of c	full names, titles and address of all responsible wnership and a copy of partnership agreement.
Corporation: State of incorporation:	inala humani
In submitting this proposal, it is understood tha reject any or all proposals, to accept an alternany proposal.	t the Village of Orland Park reserves the right to ate proposal, and to waive any informalities in
In compliance with your Request for Propos undersigned offers and agrees, if this proposal	als, and subject to all conditions thereof, the is accepted, to furnish the services as outlined.
ACLITANCE WINDOW CLEANS Business Name	COrporate Seal)
Signature	TAMES DEVINE Print or type name
FRESSERATION Title	2-12-08 Date

# CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IM	PO	RT	AN	T:

THIS CERTIFICATION MUST BE EXECUTED.

1, JAMSS DEVEN	being first duly sworn certify
and say that I am (insert "sole owner " "particles I	AA .
A /	"president," or other proper title)
Contractor submitting this proposal, and that contracting with any unit of state or local governments. 33E-3, or 33E-4 of the Illinois Criminal Code, or or rotating" of any state or of the United States.	the Prime Contractor is not barred from ent as a result of a violation of either Section f any similar offense of "bid-rigging" or "bid-
Signature of	Person Making Certification
Subscribed and Sworn To Before Me This 13th Day of February , 200 8.  Sandra M, Gems Notary Public  OFF SAND NOTARY PUB	ICIAL SEAL RA M. REMIS LIC. STATE OF ILLINOIS ION EXPIRES 1-26-2009

#### SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act \$7-1257, 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."

of Contractor) for Whaving submitted a bid for ALLANE WARD (Name Name of Contractor) for Work (Seneral 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).

uthorized Agent of Contractor

Subscribed and sworn to before me this 13th day of Feloruary

Notary Public

OFFICIAL SEAL Sandra M. Remis NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1-26-2009

## **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:

RY-

ATTEST

DATE:

# 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 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. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By:

(Authorized Officer)

Subscribed and Sworn to

before me this

\_uay \_20/

Notary Public

OFFICIAL SEAL
LAURIE VAN BOGAERT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 11, 2008

#### CERTIFICATION OF COMPLIANCE WITH THE SUBSTANCE ABUSE PREVENTION PROGRAM (Public Act 95-0635, effective 01/01/2008)

I, JAMES DEVINE, having been first duly sworn depose and
state as follows:
I. JAMES DEVINE am the duly authorized agent for
AUTANCE UTENDOW CLEAR which has submitted a proposal to
the Village of Orland Park for Who was and I hereby (Name of Project)
certify that AURANCE WINDOWC (EARTH Have in place either
a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635, and has provided a written copy thereof to the Village of Orland Park; or on the wife contract in Club's office - diplosed a collective bargaining agreement in effect dealing with the subject matter of the Substance Abuse Prevention (Public Act 95-0635).
Contractor:  By:  (Authorized Officer)  Title:
Subscribed and Swarm to before we di:

Notary Public

OFFICIAL SEAL LAURIE VAN BOGAERT NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires June 11, 2008

## TAX CERTIFICATION

state as follows:  I, TAME DEVENDED AND AND AND AND AND AND AND AND AND AN
submitted a bid to the Village of Orland Park for  What was 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.
submitted a bid to the Village of Orland Park for  WASTON (Name of Project)  that ALMANCE WENDOW ASTANDIA TWO 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.
that ALSANCE LOSSING ASAMS and I hereby certify  (Name of Project)  that ALSANCE LOSSING ASAMS III 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.
that ALLEANCE LESSON ASAMUMO TO Security  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.
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.
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.
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.
or all taxes due and is currently in compliance with that agreement.
Ву:
Title: PRSSICEA
Subscribed and Sworn to Before me this 13th Day of February, 2008
Landra M. Semis, OFFICIAL SEAL SANDRA M. REMIS MOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1-26-2009

## **REFERENCES**

(Please type)
ORGANIZATION VILLAGE OF CARPENERSVILLE
ADDRESS 1200 LIW, BESTWEER DRIVE
CITY, STATE, ZIP ARPENTERSALLE TL 66110
PHONE NUMBER 847-426-3439
CONTACT PERSONBOB COLE
DATE OF PROJECT 206-2007
ORGANIZATION CITY & SLGIN
ADDRESS 216 PRAPER STREET
CITY, STATE, ZIP SLOPN TL 60120
PHONE NUMBER 847-931-5972
CONTACT PERSON JOHN LOSEE
DATE OF PROJECT
ORGANIZATION DUPAGE COUNTY GOVERNMENT
ADDRESS 535 No County FARMRD
CITY, STATE, ZIP WHEATON AL GO187
PHONE NUMBER 636-469-5365
CONTACT PERSON FAYE CLARK
DATE OF PROJECT 2606-2009
Bidder's Name: ALLANCE GENOOW CLEANING
Signature & Date: 2-12-08

## 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

## 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 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, Attn: Denise Domalewski, 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 O	AY OF FEBRUARY, 200 8
Signature  SAMES SEVENE ANS  Printed Name & Title	Authorized to execute agreements for:  Alexander (1870) (1

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMAT ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND ALTER THE COVERAGE AFFORDED BY THE POLICIES BE							ORMATION FIFICATE		
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Village of Orland Park 14700 Ravinia Ave. Orland Park IL 60462

ACORD 25 (2001/08)

REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Blommer
© ACORD CORPORATION 1988

# ALLIANCE WINDOW CLEANING/SWEEPING

## EMPLOYEE HANDBOOK

IN EFFECT AS OF \_\_\_\_\_

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## WELCOME FROM THE COMPANY PRESIDENT

Welcome to Alliance Window Cleaning/Sweeping. We are pleased that you have chosen to work with our Company. In the pages to follow, you will find helpful information regarding our employment policies as well as benefits available to you as an Alliance Window Cleaning/Sweeping employee.

Alliance Window Cleaning/Sweeping takes great pride in being a premier window cleaning company. We aim to maintain our excellent reputation and to continue to grow and prosper. We value your enthusiasm, performance and loyalty as a member of the Company team.

We hope that you will find your work challenging and rewarding. Working together, we hope to continually progress by providing our customers with quality service and products.

Should you have any questions, whether addressed in this Employee Handbook or not, please feel free to raise them with your supervisor. We are available to assist you; we will try to provide you with whatever information you need.

Sincerely,
Alliance Window Cleaning/Sweeping
By:

James Devine
President

## INTRODUCTION

#### Contract Disclaimer

This Employee Handbook is meant to provide guidelines and expectations to employees in order to assist employees to better perform their job duties. This Handbook is not an exhaustive list of every workplace rule and policy, but rather a guide to employees on commonly raised questions.

#### THIS EMPLOYEE HANDBOOK IS NOT AN EMPLOYMENT CONTRACT.

This Employee Handbook <u>does not establish a contract</u> (express or implied) between Alliance Window Cleaning/Sweeping and any employee regarding terms and conditions of employment.

EMPLOYMENT AT WILL RELATIONSHIP: This Employee Handbook does not in any way alter the employment-at-will relationship between Alliance Window Cleaning/Sweeping and its employees. Alliance Window Cleaning/Sweeping and each employee have the right to terminate the employment relationship (at any time, with or without cause or notice).

Please be advised that no supervisor, manager, or representative of Alliance Window Cleaning/Sweeping other than the President has the authority to enter into any agreement with any individual for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the President on behalf of Alliance Window Cleaning/Sweeping will not be enforceable unless the agreement is in writing and signed by the President.

Alliance Window Cleaning/Sweeping may revise or revoke any portion or employee benefit of this Employee Handbook at any time without prior notice.

Any reference to one gender applies to both genders.

## EMPLOYMENT POLICIES

## **Equal Employment Opportunities**

It is the policy of Alliance Window Cleaning/Sweeping to afford Equal Employment Opportunities regardless of race, age, religion, color, marital status, national origin, gender, or sexual orientation. Further, all applicable laws relating to disability discrimination will be strictly followed. This policy of Equal Employment applies to all aspects of the employment relationship.

#### Anti-Harassment/Sexual Harassment

It is the policy of Alliance Window Cleaning/Sweeping to maintain a work environment free of unlawful discrimination for all employees. Harassment based on a person's race, national origin, gender, age, marital status, religion, disability or sexual orientation will not be tolerated.

<u>Harassment</u> includes (but is not limited to) name-calling, letters, jokes, e-mail, cartoons, graffiti, pictures, posters, gestures, ethnic slurs, racial epithets, and other conduct, which is aimed at a particular employee or group of employees.

Sexual harassment is also unacceptable conduct, which violates this policy. Sexual harassment encompasses a wide range of unwanted, sexually directed behavior, and has been defined in the following manner:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) such conduct has the purpose or effect of unreasonable interference with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment applies to the conduct of a supervisor toward a subordinate, an employee toward another employee, a non-employee toward an employee or an employee toward an applicant for employment. Harassment can apply to conduct outside the workplace as well as on the work site.

<u>COMPLAINT PROCEDURE</u>: Employees who wish to register a complaint of sexual harassment (or any form of harassment based on their race, national origin, gender, age, marital status, religion, disability or sexual orientation) may do so through the President or their supervisor or any appropriate member of management.

All allegations of harassment will be investigated thoroughly. The facts will determine the response of the Company to each allegation. Substantiated acts of harassment will be met with appropriate disciplinary action by the Company up to and including termination. All information regarding any specific incident will be kept confidential within the necessary boundaries of the fact-finding process. No reprisal or retaliation against the employee reporting the allegation of harassment will be tolerated.

## **Employee Records**

It is the policy of Alliance Window Cleaning/Sweeping to maintain complete and accurate employee records. Employees are responsible for notifying the Personnel Department of changes relating to personal information such as home address, telephone number, marital status, and number of dependents promptly and accurately.

## **Drugs and Alcohol**

Alliance Window Cleaning/Sweeping is strongly committed to maintaining a safe and healthy working environment for all its employees (with the expectation that all employees will discharge their duties at an acceptable performance level and be unimpaired by drug and alcohol use). The use of alcohol and/or drugs by employees can undermine employee productivity and the Company image. For these reasons, Alliance Window Cleaning/Sweeping has implemented the following policy:

#### 1. On the Job Use, Possession, Sale, Distribution, or Manufacture

The use, possession, sale, distribution or manufacturing of either non-medically prescribed controlled substances or alcohol by anyone while on Company business or on Company property is prohibited. Further, employees are prohibited from being at work under the influence of either drugs or alcohol. Violation of this policy by an employee while on Company premises or on Company business will result in disciplinary action up to and including discharge.

Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken with respect to a violation of this policy.

Any illegal substances found in the workplace will be confiscated and turned over to the appropriate law enforcement agency.

#### 2. ALCOHOL AND DRUG TESTS

Any employee who is involved in a serious on-the-job accident and any employee whose on-the-job behavior indicates that he or she may be under the influence of drugs or alcohol in violation of this policy will be tested for the use of drugs and alcohol. If the tests indicate evidence of illegal drugs or the improper use of other drugs or that the employee is under the influence of alcohol, appropriate disciplinary action will be taken up to and including discharge.

The Company requires a consent form to be signed by the individual prior to testing. Any employee who refuses to sign or submit to testing will be questioned as to the reason(s) for refusal. Unless there is a valid reason for refusal, the employee will be subject to disciplinary action up to and including discharge.

Drug tests will be conducted by a qualified laboratory, and proper chain of custody procedures will be observed for samples. When employment status will be affected, confirmatory testing will be carried out.

Records and information about testing and test results will be treated as private and confidential to the extent possible.

## **COMPENSATION POLICIES**

## Classifications of Employment

For purposes of salary administration and eligibility for overtime payments and employee benefits, Alliance Window Cleaning/Sweeping classifies its employees and other workers as follows:

- Full-time regular employees. Employees hired to work the Company's normal, full-time, 40 hour workweek on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- Part-time regular employees. Employees hired to work fewer than thirty-eight 40 hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- Temporary employees. Employees engaged to work full time or part time on the Company's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with the Company and thus still retain temporary status.) Such employees may be "exempt" or "nonexempt" as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of Alliance Window Cleaning/Sweeping.)
- Leased workers. Workers assigned to work at Alliance Window Cleaning/Sweeping through a leasing organization. Leased workers are similar to contract temporary workers assigned to work at Alliance Window Cleaning/Sweeping through temporary employment agencies. Leased workers differ from contract temporaries, however, in that leased workers are normally engaged for extended periods of time as opposed to the brief periods for which temporary agency workers are engaged. Leased workers may be "exempt" or "nonexempt" as defined below. Leased workers are employees of the leasing organization and not of Alliance Window Cleaning/Sweeping.
- Nonexempt employees. Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws.
- Exempt employees. Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Executives, professional employees, outside sales representatives, and certain employees in administrative positions are typically exempt.

You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee during your orientation session. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed by the human resources department of any change in your exemption status.

Please direct any questions regarding your employment classification or exemption status to the human resources department.

#### **Work Hours**

Daily and weekly work schedules may be changed from time to time at the discretion of the Company to meet the varying conditions of business. Typically, work weeks include Saturdays. Unless specifically requested off, employees will be required and expected to be available for work every Saturday during the spring, summer and fall.

## Pay Procedures

Employees are normally paid by check on a weekly basis. The workweek begins on Friday and ends on the following Thursday. If a scheduled payday falls on a Saturday, Sunday or Company observed holiday, employees will usually be paid on the day preceding the weekend or holiday. All required deductions, such as for federal, state and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, will be withheld automatically from paychecks.

Employees are responsible for ensuring that time records are accurate and complete. Time sheets are required to be maintained on a daily basis and completed, signed and turned in every Thursday by the close of business. Employees are expected to record accurate start and stop times as well as time in and out for meal breaks. Unreadable, incorrect or incomplete time sheets will result in an employee's time sheet not be able to be processed and will possibly cause delay in an employee's paycheck. Falsification of time records will result in disciplinary action up to and including discharge.

#### **Overtime**

Employees may occasionally be asked to work beyond their normally scheduled hours, or on their day off, at the sole discretion of the Company. Non exempt employees who are required (or permitted) to work overtime will receive overtime pay in accordance with the requirements of the Fair Labor Standards Act, state laws and Company policies as follows:

All overtime must be approved in writing in advance by the employee's immediate supervisor.

Non-exempt employees shall be paid one and one-half their regular rate for all hours worked in excess of 40 hours in each work week.

"Hours worked" means time actually spent on the job. It does not include hours away from work due to vacation, sickness or holiday (even where these days are compensated). Unpaid sick leave, personal leave (or any other time away from work) is also not considered hours worked.

All Pay is based on a piecework pay out. Over time will be paid by dividing piecework by your hours worked.

## BENEFITS

## **Employee Benefit Programs**

Certain Alliance Window Cleaning/Sweeping employees are eligible to participate in the following benefit programs which are subject to change or revocation at any time, with or without notice, in the sole discretion of the Company:

- Health Insurance
- Dental Insurance
- SIMPLE IRA

Employees should refer to the appropriate plan documents for eligibility procedures and plan provisions concerning benefit programs. Naturally, it is the legal documents that must be followed in the administration of these plans, and these plan documents will govern in the event any discrepancy exists.

#### **Vacations**

Regular full-time employees accrue paid vacation time in accordance with the following schedule based on the length of continuous service from the date of hire.

Length of Service	Vacation Credit Earned (per full calendar month of service)
0 months − 2 year	3.33 hours
2 year – 3 years	4 hours
3 years – 4 years	4.67 hours
4 years – 5 years	5.33 hours
5 years – 6 years	6 hours
6 years +	6.67 hours

Requests for vacation time should be made in writing and submitted to the employee's supervisor at least four weeks in advance. If four weeks' notice cannot be given, the Company may not be able to grant the request. In any event, the Company reserves the right to grant or deny any request for vacation time.

Employees are requested to schedule their vacation during non-peak season months of January, February, July or August.

When paid vacation time is taken, employees are compensated at their regular rate of pay.

Unused vacation benefits may not be carried forward from one anniversary year to the next. No payments will be made in lieu of taking vacation time.

All earned and unused vacation benefits will be paid upon termination of employment.

In the event that a holiday observed by the Company falls within a scheduled vacation period, the employee will be granted an additional day of vacation.

## Unpaid Personal Leaves of Absence

Unpaid personal leaves of absence for a period of up to thirty (30) days may be requested by full-time regular and part-time regular employees who have completed six (6) months of continuous service. Personal leave may be granted for justifiable reasons in the Company's sole discretion, provided the leave does not seriously disrupt the Company's operations. Personal leaves are not granted until all accrued unused vacation and personal days have been exhausted. The employee does not accrue benefits, including but not limited to personal days and vacation days, when on leave. The employee will not be paid for holidays during a leave of absence.

Reinstatement will not be guaranteed to employees returning from personal leave. However, the Company endeavors to place employees returning from personal leave in their former position (or in a comparable position) subject to budgetary restrictions, the Company's needs to fill vacancies, and other factors within the sole discretion of the Company.

## Jury and Witness Duty

All employees are allowed time off if summoned to appear in court as a witness or juror. Nonexempt employees may use accrued vacation time during this period or take the time off without pay.

Exempt staff members will be paid their normal salaries during any workweek in which they appear as a witness or juror and also perform services for the Company, regardless of the amount of time spent performing those services.

To qualify for jury or witness duty leave, you must submit to your supervisor a copy of the summons to serve as soon as it is received. In addition, proof of service must be submitted to your supervisor when your period of jury or witness duty is completed.

The Company will make no attempt to have your service on a jury postponed except when business conditions necessitate such action.

#### Funeral Leave

Regular full-time employees who have completed one year of continuous employment are allowed a leave of absence up to two days off with pay for the purpose of arranging and attending the funeral of the employee's father, mother, sister, brother, spouse, or child. Requests for funeral leave should be made to your immediate supervisor. Employees are requested to provide documentation related to the funeral to their supervisor in order to collect funeral pay.

## Military Leave

Employees who enter the Armed Forces of the United States will be granted extended leaves of absence without pay in accordance with federal and state laws governing such leaves.

An employee who is a member of the National Guard or of a reserve component of the Armed Forces will, upon written or verbal notice, be granted a military training leave. Upon presentation of a military pay voucher, employees will be reimbursed for the difference between their normal compensation and the pay they receive while on military duty. Training leaves will not, except in an emergency or in the event of extenuating circumstances, exceed two weeks a year, plus reasonable travel time.

## **EMPLOYEE RELATIONS**

## Personal Appearance and Demeanor

Discretion in style of dress and behavior is essential to the efficient operation of the Company. Employees are, therefore, required to dress in appropriate work attire and to behave in a professional, businesslike manner. Employees should use judgment in their choice of work clothes and should remember to conduct themselves at all times in a way that best represents themselves and the Company. For example, shorts, tank tops sweat pants and flip flops are unacceptable attire. If an employee shows up to work wearing unacceptable attire, he/she will be sent home to change. Employees may wear jeans on a daily basis.

Employees are also required to keep their work environments clean and orderly. Before departing in the evening, employees should lock all files and cabinets and clear all work materials from desk surfaces, especially materials of a sensitive or confidential nature.

Employees failing to adhere to proper Company standards with respect to appearance and demeanor are subject to disciplinary action up to and including discharge.

## Confidentiality

Any information concerning the business affairs of Alliance Window Cleaning/Sweeping, its suppliers, customers, employees or personnel associated with the Company, is confidential and restricted. Employees may not reveal any information except under the direction of their supervisor or with the supervisor's approval. Questions concerning this policy, including what constitutes confidential information, should be referred to the employee's supervisor.

Further, Alliance Window Cleaning/Sweeping expects that any knowledge, techniques, written materials and other information relative to the Company's business developed during employment remain the property of the Company.

Violation of this provision may result in disciplinary action up to and including discharge.

## Company Equipment

Employees are responsible for the proper use, protection and maintenance of all equipment and other property furnished or made available to them by the Company. Unauthorized or abusive use of such property is prohibited.

Certain employees will be issued keys during their employment to enable them to carry out their job duties. These keys remain the property of Alliance Window Cleaning/Sweeping. They may not be duplicated.

All equipment, keys and other property of the Company must be returned on the last day of employment, or sooner, if requested.

Violation of this provision may result in disciplinary action up to and including discharge.

#### No Solicitation

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions or solicit for any cause during working time. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time.

Non-employees are likewise prohibited from distributing material or soliciting employees on Company premises at any time.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed.

Violation of this provision may result in disciplinary action up to and including discharge.

Nothing stated in this policy is intended to interfere with an employee's rights to engage in lawful protected concerted activities under the National Labor Relations Act.

## Attendance and Punctuality

Regular attendance and punctuality are very important at Alliance Window Cleaning/Sweeping. We are working in a very competitive business and our customers require us to complete their work on schedule and in a timely manner. In short, if we can't get to the work, someone else will.

Employees are expected to begin and end work on schedule. Alliance Window Cleaning/Sweeping recognizes that circumstances beyond an employee's control may cause him/her to be absent from or late to work. If you are going to be late or absent, you must call your supervisor to notify him/her of the reason for your tardiness or absence. Excessive absenteeism or tardiness in connection with scheduled work times, breaks and meal periods will result in disciplinary action up to and including discharge.

Should an employee be unable to report to work due to illness, the employee must notify his/her supervisor within one hour of the employee's starting time each day of the absence. Failure to properly notify the Company will result in an unexcused absence. We have a toll free number 1-800-301-8182. Excuses of not calling will not be tolerated.

If an employee is absent more than two consecutive workdays, a statement from a physician may be required before the employee is permitted to return to work.

Employees who are absent from work for three consecutive days without giving proper notice to the Company will be considered to have voluntarily resigned.

## **Guidelines for Appropriate Conduct**

Alliance Window Cleaning/Sweeping expects all employees to conduct themselves in a professional manner, reflecting positively on the Company, the staff and customers.

The following and related types of misconduct are prohibited:

- 1. Falsifying employment eligibility or other employment on Company records;
- 2. Soliciting or accepting gratuities from customers or clients;
- 3. Excessive absenteeism or tardiness;
- 4. Excessive, unnecessary, or unauthorized use of Company supplies, particularly for personal purposes;
- 5. Reporting to work intoxicated or under the influence of nonprescribed drugs, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs;
- 6. Bringing or using alcoholic beverages on Company property or using alcoholic beverages while engaged in Company business off Company premises, except where authorized;
- 7. Fighting or using obscene, abusive, or threatening language or gestures;
- 8. Theft of property from coworkers or customers of the Company;
- 9. Unauthorized possession of firearms on Company premises or while on Company business;
- 10. Disregarding safety or security regulations;
- 11. Insubordination;
- 12. Dishonesty;
- 13. Failing to maintain the confidentiality of Company, customer or client information;
- 14. Misuse of Company electronic equipment, e-mail and/or the Internet for non-job related purposes and
- 15. Failure to foster collegiality, harmony, positive attitude, and good relations in the workplace.

The above are only examples of common sense rules which experience has shown to be both necessary and most effective in maintaining sound working relationships. They are only typical of cases which can result in disciplinary action ranging from verbal warning to discharge, and are not to be construed as limiting or restricting disciplinary action to only the specific cases listed.

## **Smoking**

For health and safety considerations and in keeping with Illinois state law, the Company prohibits smoking as a public place of employment.

As such, smoking is prohibited within all Company buildings and inside any Company-owned vehicles. Any smoking outdoors must be a minimum of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area.

## Safety

Alliance Window Cleaning/Sweeping makes every reasonable effort to ensure a safe working environment and expects all employees to be safety conscious. Employees should report any unsafe or hazardous conditions directly to their supervisor immediately. Every effort will be made to remedy problems as soon as possible.

In case of an accident involving a personal injury, regardless of how serious, an employee should notify any member of management immediately.

#### E-mail and Electronic Communication

The Company has established the following policy that governs the use of electronic mail systems at the workplace, including the telephone communication systems. The Company reserves the right to amend these policies. An employee's use of the Company's telephone, E-mail and communication systems constitutes the employee's agreement to abide by the Company's policies governing the Company communication systems as set forth below, or as modified in the future.

Business use. All electronic and telephone communication systems are to be used primarily for business purposes, meaning that use of such equipment and systems must be jobrelated.

Business form. E-mail and voice-mail messages reflect the Company image. They should be composed in a professional manner that is similar to messages sent on Company letterhead. Employees should keep in mind that electronic files are subject to discovery and may subsequently be used in litigation involving the Company or the employee. Therefore, it is expected that employee statements in electronic messages and files will reflect favorably on the Company and on the employee.

File management. In order to keep the electronic communication systems and computer systems running efficiently, employees should delete unnecessary electronic messages stored in the system, as well as computer files that are no longer needed. Employees should also run a virus check on attachments sent through E-mail before opening such files.

Company property. In addition to the system hardware and software, all electronic files and electronic messages are the property of the Company, whether composed, received or

sent by the employee. E-mail messages and other electronic files constitute business records belonging to the Company.

Privacy and passwords. Because all messages are the property of the Company, employees should not expect that messages are private. In addition, employees should be aware that deleted files may be retrieved and read by the Company. The Company reserves the right to retrieve, monitor, or review any messages in the Company E-Mail and Electronic Communication system, and may disclose such messages for any purpose without notice to the employee and without seeking permission of the employee. Passwords must be disclosed to the appropriate Company officer upon request.

**Solicitation prohibited.** Employees may not use E-mail or voice mail systems to solicit for charitable or commercial ventures, or in any way that violates the Company's no solicitation policy. Employees may not use the systems to further religious, political or other causes.

**Proprietary information restrictions.** Receiving or downloading, or sending or uploading of proprietary information is prohibited without prior authorization. Such information includes copyrighted materials, trade secrets, proprietary financial information, or similar materials.

Anti-harassment policies applicable. Company policies prohibiting sexual or other harassment are applicable to E-mail, voice mail systems, and the Internet. Messages that contain foul, inappropriate, or offensive language, or those containing racial or ethnic slurs, or sexual innuendo, are prohibited.

Confidentiality. Employees are expected to respect the confidentiality of messages sent to others. Employees may not access or review E-mail or voice-mail messages that are not distributed to them.

Internet postings. Employees must receive permission from their supervisor before posting messages to electronic bulletin boards, list-serves or similar public posting forums on the Internet. When posted, such messages must contain a disclaimer at the end of the message that: "The opinions expressed in this message are mine only, and do not reflect the opinion or position of my employer."

Notice of violations. Employees who observe violations of these electronic communication policies shall notify their immediate supervisor or shall report the violation to the site Human Resources Director.

Discipline. Employees who violate this policy are subject to discipline, up to and including termination of employment.

Policy Changes. The Company reserves the right to modify or change the policies set forth above (or anywhere else in this Handbook) to comply with applicable law, to meet changing circumstances or for any reason.

By signing the Receipt of Employee Handbook page, the employee acknowledges that he/she has read this Company E-mail and electronic communication policy and agrees to abide by its terms.

## Workplace Searches

To 1) protect and secure the property of our employees, our customers, and Alliance Window Cleaning/Sweeping, and 2) help prevent the possession, sale, and use of illegal drugs on Alliance Window Cleaning/Sweeping's premises (in support of Alliance Window Cleaning/Sweeping drug-free workplace policy), Alliance Window Cleaning/Sweeping establishes the right to question employees (and all other persons entering and leaving our premises), and to inspect any property whether locked or unlocked including packages, parcels, purses, handbags, briefcases, lunchboxes, electronic equipment or any other possessions or articles carried to and from Alliance Window Cleaning/Sweeping's premises.

In addition, Alliance Window Cleaning/Sweeping reserves the right to search any employee's office, desk, files, locker, palm pilot, computer, laptop computer, electronic organizer, or any other area or article on our premises, including personal or company vehicles, whether or not such property is locked or unlocked and whether or not the lock is company owned or employee owned. In this connection, it should be noted that all offices, desks, files, lockers, and so forth, whether locked or unlocked, are the property of Alliance Window Cleaning/Sweeping and are issued for the use of employees only during their employment with Alliance Window Cleaning/Sweeping.

Searches and inspections may be conducted at any time at the discretion of Alliance Window Cleaning/Sweeping.

To this end, the Company has posted notices in our facilities informing all employees, prospective employees, customers, visitors, and all other individuals of the Company's <u>broad workplace search policy</u>.

Individuals entering the premises of Alliance Window Cleaning/Sweeping who refuse to cooperate in an inspection or search conducted under this policy will not be permitted to enter the premises of Alliance Window Cleaning/Sweeping. Employees who refuse to cooperate in an inspection or search, as well as employees who after the inspection or search are believed to be in possession of stolen property or illegal drugs, will be sent immediately to the Human Resources Department and be subjected to disciplinary action up to and including discharge (if, on investigation, they are found to be in violation of the Company's security procedures or any other Company rules and regulations).

Employees should not have an expectation of privacy as to any property or articles on Company premises, including computers, electronic equipment, etc.

## Workplace Violence

The Company is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States. Therefore, the Company has taken steps to help prevent incidents of violence from occurring at the Company. For this reason, it is the policy of the Company to expressly prohibit any acts or threats of violence by a Company employee or former employee against any other employee in or about the Company's facilities or elsewhere at any time.

The Company also will not condone any acts or threats of violence against the Company's employees, customers, or visitors on the Company's premises at any time or while they are engaged in business with or on behalf of the Company, on or off the Company's premises.

In keeping with the spirit and intent of this policy, and to ensure that the Company's objectives in this regard are attained, it is the commitment of the Company:

- To provide a safe and healthful work environment, in accordance with the Company's safety and health policy.
- 2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening or intimidating behavior or acts of violence or who uses any obscene, abusive, or threatening gestures or language, including e-mail, graffiti, etc.
- 3. To take appropriate action when dealing with customers, former employees, or visitors to the Company's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- 4. To prohibit employees, former employees, customers, and visitors from bringing unauthorized firearms or other weapons onto the Company's premises.
- 5. To establish viable security measures to ensure that the Company's facilities are safe and secure to the maximum extent possible and to properly handle access to company facilities by the public, off-duty employees, and former employees.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the Company, in its sole discretion, deems offensive, threatening, dangerous, or inappropriate will be subject to disciplinary action, up to and including discharge.

<u>DUTY TO WARN</u>: In furtherance of this policy, employees have a "duty to warn" their supervisors, security personnel, or human resources representatives of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made

pursuant to this policy will be held in confidence to the extent possible. The Company will not condone or tolerate any form of retaliation against any employee for making a report under this policy.

#### Mobile Phone Use

Employees should be aware that the Company does not promote the use of mobile phones while operating a vehicle. Safety must come before all concerns; under no circumstances should employees place themselves or others at risk to fulfill business needs.

Employees whose job responsibilities include driving, and who may use a mobile phone for business purposes, are expected to refrain from using their mobile phone while driving. Employees should plan calls to allow placement either prior to driving or while on rest breaks. Employees are expected to pull off to the side of the road and safely stop their vehicle before accepting calls. If acceptance of a call while driving is unavoidable, and pulling over is not an option, employees are expected to keep the call short and use a hands-free device, so that their eyes remain focused on the road, and both hands remain on the steering wheel, at all times.

Employees will be solely responsible for any traffic violations resulting from the use of a phone while driving.

Personal use of cell phones during working time is not permitted unless it is an emergency (for example, when a school is trying to reach a parent about their child). As technological advances continue to expand the functions of cell phones and similar personal equipment, employees are advised that any unauthorized use of such devices at work to record, take pictures or videos and/or to transmit same may well be a violation of federal and state criminal laws and, regardless, will not be tolerated. Anyone determined to have engaged in such activity will be immediately disciplined as well as reported to the authorities.

Employees also should be aware that conversations over mobile phones are not necessarily confidential; it is possible that outside parties could tap into those conversations. If you need to communicate about a highly confidential matter, please try to use a more secure method of communication.

Violations of this policy will be subject to discipline, up to and including termination.

Thank you for reading this Employee Handbook. This is just a brief guide to some commonly asked questions. If you have any other questions, please raise them with your supervisor or another member of management.

## RECEIPT OF EMPLOYEE HANDBOOK

# Remember to check state and local laws to determine if any additional/separate receipt of policies is required.

I acknowledge receipt of my copy of Alliance Window Cleaning/Sweeping's Employee Handbook and understand I am obligated to read and familiarize myself with its contents, as well as abide by its terms.

The purpose of this Employee Handbook is to provide brief, general information on Company benefits and employment practices. The content of this Employee Handbook is subject to change without prior notice to employees. As such, I understand that the Company does not intend to create a contract of employment by placing these matters in writing.

I have read the E-Mail and Electronic Communication policy and agree to abide by its terms. I have read the broad Workplace Search policy and know that my privacy in the workplace is affected and limited by this policy.

I understand and agree my employment with Alliance Window Cleaning/Sweeping is for no definite period of time and that Alliance Window Cleaning/Sweeping may elect to discontinue my employment relationship for whatever reason it considers proper and at any time. I, likewise, may leave the Company for whatever reason I consider proper and at any time.

Name		
	Print	
Name		
	Signature	
Date		