

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0358

Multi Year: ☒

Amount *see below*

Contract Type:

Services

Contractor's Name:

Elevator Inspection Services Co., Inc

Contractor's AKA:

Execution Date:

7/15/2008

Termination Date:

12/31/2009

Renewal Date:

12/31/2009

Department:

Development Services/Building

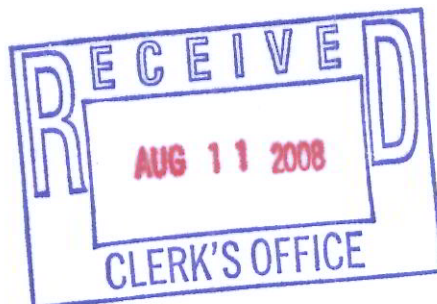
Originating Person:

Chris Krygowski

Contract Description: Elevator Inspection & Plan review Services

*

*\$30 each semi-annual safety inspection
\$30 each semi-annual re-inspection
\$40 each plan review
\$40 each new construction inspection
\$40 each new construction re-inspection*



Monday, August 11, 2008

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

August 11, 2008

Mr. Frank Cervone
Elevator Inspection Services
5 Stratford Court
Indian Head Park, Illinois 60525

RE: ***NOTICE TO PROCEED***
Elevator Inspection & Plan Review Services

Dear Mr. Cervone:

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 August 6, 2008.

Please contact Nick Klimenko at 708-403-6230 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 July 15, 2008. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Nick Klimenko
Chris Krygowski
Judy Konow



July 15, 2008

Mr. Frank Cervone, President
Elevator Inspection Services
5 Stratford Court
Indian Head Park, Illinois 60525

NOTICE OF AWARD – Elevator Inspection & Plan Review Services

Dear Mr. Cervone:

This notification is to inform you that on July 7, 2008 the Village of Orland Park Board of Trustees approved awarding Elevator Inspection Services the contract in accordance with the proposal you submitted dated May 7, 2008, for Elevator Inspection & Plan Review Services for an amount not to exceed per inspection rates as stated in the proposal. The contract is for the term July 15, 2008 through December 31, 2009, with the option to renew for four (4) additional one (1) year terms.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by July 29, 2008.

1. Enclosed is the Contract for Elevator Inspection & Plan Review Services. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Chris Krygowski

VILLAGE OF ORLAND PARK
Elevator Inspection & Plan Review Services
(Contract for Services)

This Contract is made this **15th day of July, 2008** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Elevator Inspection Services Co., Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- The Request for Proposals
- The Instructions to Proposers
- This Contract
- The Terms and Conditions
- The Proposal dated May 7, 2008, as it is responsive to the VILLAGE'S RFP 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:

CONTRACTOR shall perform elevator inspection and plan review services as required by the Illinois Office of the State Fire Marshall, the Illinois Elevator Safety and Regulation Act, the Village of Orland Park Ordinances and in accordance with the Illinois Elevator Safety Program Agreement. Services shall include Plan Review and Approval; Acceptance Inspections and Certifications; Semi-Annual Inspections (May and November of each year); Code Compliance Re-Inspections; and, other services as described in attached proposal,

(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:

Thirty and No/100 (\$30.00) Dollars for each semi-annual safety inspection;
 Thirty and No/100 (\$30.00) Dollars for each semi-annual safety re-inspection;
 Forty and No/100 (\$40.00) Dollars for each plan review;
 Forty and No/100 (\$40.00) Dollars for each new construction inspection;
 Forty and No/100 (\$40.00) Dollars for each new construction re-inspection.

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: The term of the services contract herein granted shall commence on the date of contract signing and end on December 31, 2009, with the option to renew the contract for four (4) additional one-year terms, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance

Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

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

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

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

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

To the CONTRACTOR:
Frank Cervone, President
Elevator Inspection Services
5 Stratford Court
Indian Head Park, IL 60525
Telephone: 708-784-9438
Facsimile: 708-246-2342
e-mail: elevispserv@aol.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.

Under General Provisions *Contract Terms and Conditions* of the proposal dated May 7, 2008 the words "Terms: Net thirty (30) days from date of invoice" shall be stricken. Payment terms are pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) as stated in Section 2 above.

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

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

FOR: THE VILLAGE

By:

Print Name: PAUL G. GRIMES

Its: Village Manager

Date: 8/7/08

FOR: THE CONTRACTOR

By: Frank Cervo

Print Name: FRANK CERVONE

Its: President

Date: 8/1/08



May 7, 2008

Village of Orland Park
Village Clerk's Office
14700 S. Ravinia Avenue
Orland Park, IL 60462

RE: ELEVATOR INSPECTION & PLAN REVIEW SERVICES PROPOSAL

Pursuant to Orland Park, Illinois RFP dated April 28, 2008 we are pleased to submit our proposal herewith including the complete RFP document (Insert) along with this cover letter as an integral part of this proposal.

Elevator Inspection Services Co., Inc. (EIS) proposes to furnish an inspection and report service as an independent contractor on all elevators, escalators, chair lifts, moving sidewalks and other specified vertical transportation conveyances and accessory equipment operating within the Village of Orland Park, Illinois.

Proposing Vendor:

Elevator Inspection Services Co., Inc.
5 Stratford Court
Indian Head Park, IL 60525
708-784-9438

Technical and Contract questions contact:	Pricing questions contact:
Frank Cervone, President	Thomas Gray, Director Business Development
708-784-9438 Cell 708-828-9844	708-784-9438 Remote 847-303-5727 Cell 847-975-5711

Qualifications

The entire inspection staff of our firm is credentialed as NAESA accredited and Illinois licensed Q.E.I. certified inspectors.

Each of our ten member inspection staff has in excess of 35 years experience in the elevator industry with successful performance backgrounds in the qualified positions of Operations Manager, Maintenance Director, Field Adjuster, Construction Supervisor, Licensed Supervising Electrician and Maintenance Examiner. It is our management's belief that we are second to none. EIS is confident in assigning this team to accurately conduct the inspections required by the Village of Orland Park.

The Village of Orland Park is hereby granted permission to contact any of the below mentioned references to verify our experience and technical background.

Dave Vanderpool
Shindler Elevator Co.
853 N. Church Ct.
Elmhurst, IL 60126
630-514-8361

Wayne Rice
Thyssen-Krupp
2305 Enterprise Dr.
Westchester, IL 60154
708-935-5384

John Brolick
Urban Elevator Co.
1830 W. 16th Street
Cicero, IL 60804
312-907-5957

All inspections will be performed in accordance with ANSI A17.1 standards by our properly licensed Q.E.I. certified inspector.

General Provisions

Contract Terms and Conditions

It is agreed that we, Elevator Inspection Services Co., Inc. shall not be liable for any loss or damage by any cause beyond our reasonable control. In any event we shall not be liable for consequential damages, or reasonably foreseeable damages.

Your office will author any letters to the building owners/managers as a result of their reluctance to comply with violation notices.

Invoices will follow within thirty (30) days of completed inspection. ~~Terms: Net thirty (30) days from date of invoice.~~ (Approval certificates may be generated by our office at no additional charge providing the Village of Orland Park is registered with the Illinois Office of the State Fire Marshall as contracted with EIS). The required copy of the inspection report will be forwarded to the Illinois Office of the State Fire Marshall upon receipt of invoice payment. dd

Any manual changes made to this form will not be effective as to EIS unless initialed in the margin by an authorized representative of EIS.

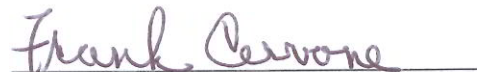
Prices for services listed on RFP pgs. 7 and 8 appear on Proposal pg. 9.

This proposal, if accepted by your signature below, and approved by EIS, shall constitute a contract agreement between us.

Please return two (2) signed copies of this document to our offices. We will execute the necessary signatures and return one (1) copy to you. Thank you.

Elevator Inspection Services Co., Inc.


Thomas Gray
Director Business Development


Frank Cervone
President

I/We agree to the terms and conditions as stated on page one and two of this document.

Accepted _____ Date _____

_____ Date _____

_____ Date _____

A-3 Vendor Background and Statement of Staff Experience

Background

Our firm, established in 1976, is a complete elevator inspection service company, providing services to you dealing with passenger safety, code compliance and print approvals relating to all vertical transportation equipment. We also meet every requirement set by the Office of the State Fire Marshall regarding the Elevator Safety Act.

Staff Experience

Each of our inspectors has a minimum of 35 years experience in the elevator industry. Our staff members have successful performance backgrounds in the qualified positions of Operations Manager, Maintenance Director, Field Adjuster, Construction Supervisor, Licensed Supervising Electrician and Maintenance Examiner. All EIS inspectors have met the requirements of NAESA International and are certified as Q.E.I. (Qualified Elevator Inspector). Our team of inspectors is acknowledged among the most qualified in the Chicagoland region. Throughout our years of citing and solving numerous issues encountered, we are confident in the expertise EIS brings to every assignment.

EIS currently has active inspection contracts in good standing with several regional municipalities similar in size and scope to the Orland Park inspection requirements. Some example communities are: Village of Oak Brook, Village of Skokie, Village of Wheaton and the City of Evanston.

Additional Services

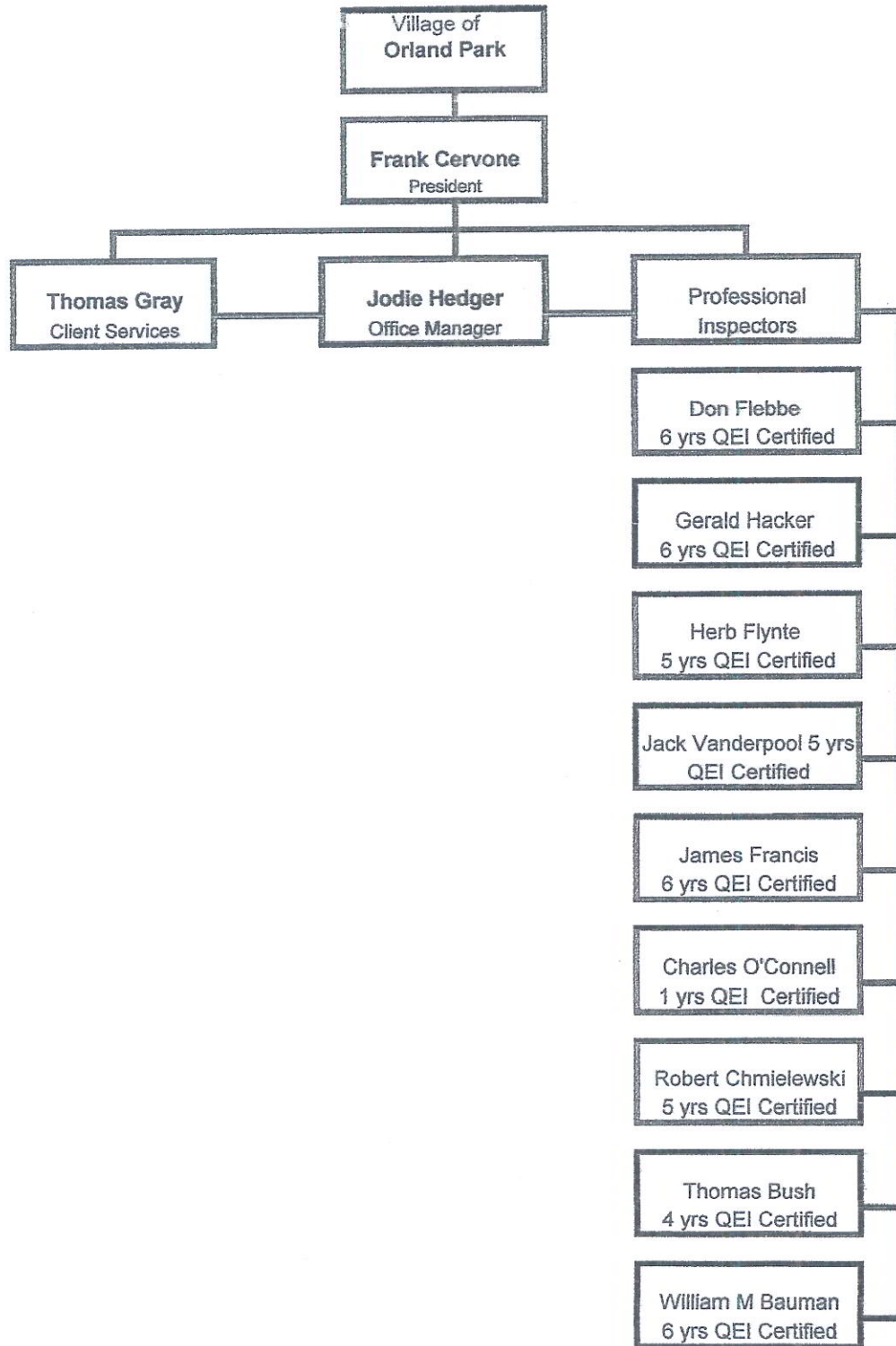
Safety Training

- Elevator Entrapment Rescue Training
- Private Access Internet Data Base
- 24 Hour Emergency Answering Service
- Customized Inspection Scheduling
- Customized Inspection Programs
- Code Compliance Re-Inspection Programs
- Certificate printing at no additional cost

Routinely EIS has provided both, individually selected services and a combination of the above services to counties and municipalities in the Chicago region.

EIS

Organization Chart



A-4 State of Equal Employment Opportunity Practices

MBE/WBE Commitment

EIS is aware that the Village of Orland Park is committed to an aggressive program of providing continuing and long-term opportunities for MBE/WBE's. We understand that the Village of Orland Park seeks partners who both understand your commitments and have independent resources to react and complete tasks that relate to the betterment of all the citizens of Orland Park. Our commitment is to work diligently on this Affirmative Action Program throughout the life of the contract.

EIS has brought together diverse skills and years of experience in a variety of disciplines to ensure operations that are fresh and vibrant, yet integral to the surrounding work space. The same skills and capabilities will be applied to our Affirmative Action/Equal Opportunity Program.

The following Policy Statement of Affirmative Action and Equal Employment describes the philosophy and the process by which we hope all groups within the Chicagoland area will participate in this exciting operation. Our Affirmative Action Program will be creative and goal-oriented, and establishes a mechanism to achieve significant results for minority and female business owners and employees.

EIS Policy Statement of Affirmative Action and Equal Employment

EIS is committed to the goal of equal and representative opportunities for minorities and women. The philosophy of our company is based upon prudent business principles, combined with a creative and flexible view towards providing opportunities to minorities and women. Its day-to-day challenge in operating our inspection business is to provide and manage such operations with care and attention to detail which is unparalleled in its market place. Similar high standards will also be brought into action in efforts related to equal opportunity and participation by Minority/Women business Enterprises (MBE/WBE). Affirmative Action is an essential element in the management process, and EIS will establish and implement an honorable, progressive, innovative and goal-oriented program that serves appropriate sectors of the community.

Our Affirmative Action Program is in recognition of the fact that certain individuals have, for one reason or another, have been unable to benefit fully from the opportunities available to all members of our society. We also recognize that successful Affirmative Action/EEO programs are important to the continued growth and vitality of the Village of Orland Park, and the state of Illinois.

With respect to the team's internal operations, management will aggressively pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. We will not countenance discrimination against any employee or applicant because of race, sex, marital status, national origin, age, or the presence of physical handicaps unrelated to ability. These non-discriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, demotions, transfers, recruiting, advertising, layoffs, termination's, compensation and benefit programs. All managers will be responsible for the implementation of this policy and for compliance with all applicable state and federal laws and regulations.

EIS has adopted a policy of equal employment opportunity in all operations and will require the inclusion of this policy statement and established goals in all contracts and subcontracts at any level. Additionally, we will seek to ensure and maintain a working environment free of harassment intimidation and coercion at all sites, and in all facilities at which employees are assigned to work. All on-site supervisory personnel will be made aware of, and will be responsible for, maintaining such a working environment with specific attention paid to minority and/or female individuals.

Our ownership is committed to an affirmative action oriented comprehensive program for MBE/WBE business development as well as to minority and female employment. EIS wants to ensure that maximum opportunities exist for such firms and such individuals, and will comply with all established Village of Orland Park goals and objectives as they relate to the utilization of local firms and residents.

A-5 Scope of Required Services

In light of our staff's long term experience in the eight categories listed, we complete our contracted assignments with a thoroughness our clients have come to rely upon. Based on our predictable reliability, we are confident that our staff will fulfill the requirements of the full scope of stated services. May we recommend that scheduling of inspections should be planned on an annual basis rather than a bi-annual basis.

EIS encourages you to consider utilizing our password protected internet site for the advantage of accessing inspection status information at website speeds. This growing data base will retain a non-expiring history of all inspections. We provide this service at no charge for our contracted customers.

Additionally, as Q.E.I. credential holders, we perform as "witness in attendance" when the new Illinois Fire Marshall mandated pressure tests are conducted annually on hydraulic elevators and every five years for the full load test on traction elevators. Because these tests must be conducted by a licensed elevator service contractor, witness invoicing is typically directed to the service contractor.

A-6 References

Village of Downers Grove: Ms. June Gornik 630-434-5657

Village of Lisle: Ms. Mary Lou Kalstat 630-271-4150

Village of Oak Brook: Mr. Dave Zima 630-990-3000

Village of Skokie: Mr. Terry Oline 847-673-0500

Village of Wheaton: Ms. Eileen Schwalm 630-260-2000

A-7 Concluding Remarks

We appreciate having our firm included in the RFP. Inasmuch as 80% of EIS clients are in the Chicagoland area and have renewed their contracts with us, we are confident we can bring the same satisfied result, which other municipalities have experienced, to the Village of Orland Park.

Our consistently reliable professional service combined with accurate record keeping and very competitive pricing has made our company the repeating choice of our valued customers.

We look forward to working with you, your staff and the Village of Orland Park in fulfilling your inspection requirements.

A-8 Cost Proposal

1. Schedule inspections on an annual basis	No Charge
2. Provide documentation to the Village	No Charge
3. Safety Inspection	\$ 30.00 per unit
4. New Construction or Modernized New Construction	\$ 40.00 per unit
5. Architectural Plan Review and Approvals	\$ 40.00
6. Final Elevator Shop Drawings	Included with Architectural Plan Review and Approval Charge
7. Code Compliance Re-Inspection	\$ 30.00 per unit
8. Acceptance Inspection and Certification for public use	\$ 40.00 per unit

ATTACHMENTS

Certificate of Insurance

Standard Contract Terms and Conditions

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2008

PRODUCER

Frank Conroy Insurance Agency
135 S. Bloomingdale Rd.
Bloomingdale, IL 60108
630-994-0000 Fax 630 994 0150

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIS#

INSURER A: American Equity Ins. Co.
INSURER B: Farmers Insurance Exchange
INSURER C: General Electric
INSURER D:
INSURER E:

INSURED
ELEVATOR INSPECTION SERVICES CO INC
ELEVATOR INSPECTION SERVICES CO INC
5 STAFFORD COURT
INDIAN HEAD PARK, IL, 60528
708 744 9498 Fax 708 744 9498

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.

LINE	CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A		GENERAL LIABILITY	ACC134500	01/01/08	01/01/09	EACH OCCURRENCE \$ 2,000,000
		☒ COMMERCIAL GENERAL LIABILITY				PERMANENT DISMEMBERMENT (Per person) \$ 50,000
		☒ CLAIMMADE ☐ OCCUR				ADD BODILY INJURY (Per person) \$ 5,000
		ORNL AGGREGATE LIMIT APPLIED PER:				PERSONAL AND ADJUTANT \$ 1,000,000
		POLICY ☒ PRO- ☐ RET				GENERAL AGGREGATE \$ 2,000,000
		LOC				PRODUCTS-COMPOSAGE \$ 2,000,000
b		AUTOMOBILE LIABILITY	602813313	01/23/08	01/23/09	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
		☐ ANY AUTO				BODILY INJURY (Per person) \$
		☒ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☒ HIRED AUTOS				AUTO ONLY - EL ACCIDENT \$
		☒ NON-OWNED AUTOS				OTHER THAN AUTO ONLY: SAME \$
						ADD \$
		GARAGE LIABILITY				EACH OCCURRENCE \$
		☐ ANY AUTO				AGGREGATE \$
		EXCESS/UMBRELLA LIABILITY				\$
		☐ OCCUR ☐ CLAIMMADE				\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
c		WORKERS COMPENSATION AND EMPLOYERS LIABILITY	P40026351	02/01/08	02/01/09	EL EACH ACCIDENT \$ 1,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFER/OWNER EXCLUDED?				EL DISEASE - SA EMPLOYEE \$ 1,000,000
		Has a description of SPECIAL PROVISIONS below				EL DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

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

CERTIFICATE HOLDER

Village of Orland Park

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Frank W. Conroy

ACORD CORPORATION 1995

STANDARD CONTRACT TERMS AND CONDITIONS

It is agreed that we, Elevator Inspection Services Company, Inc. shall not be liable for any loss or damage by any cause beyond our reasonable control. In any event we shall not be liable for consequential damages, or reasonably foreseeable damages.

Your office will author any letters to the building owners/managers as a result of their reluctance to comply with violation notices.

Invoices will follow within thirty (30) days of completed inspection. Terms: Net thirty (30) days from date of invoice. The required copy of the inspection report will be forwarded to the Illinois Office of the State Fire Marshall upon receipt of invoice payment.

Any manual changes to this form will not be effective as to EIS unless initialed in the margin by an authorized representative of EIS.

SECTION II

Required Proposal Submission Documents

PROPOSAL SUMMARY SHEET

Elevator Inspection & Plan Review Services
Project Name

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

Organization Name: ELEVATOR INSPECTION SERVICES CO., INC.

Street Address: 5 STRATFORD CT.

City, State, Zip: INDIAN HEAD PARK, IL 60525

Contact Name: FRANK CERVONE

Phone: 708-784-9438 Fax: 708-246-2342

E-Mail address: elevinspserv@aol.com

FEIN#: 36-2899533

Description

Unit Price

SA Safety Inspection

\$ 30⁰⁰

SA Safety Re-Inspection

\$ 30⁰⁰

Plan Review

\$ 40⁰⁰

New Construction Inspection

\$ 40⁰⁰

New Construction Re-Inspection

\$ 40⁰⁰

Signature of Authorized Signee: Frank Cervone

Title: President

Date: 5/7/08

ACCEPTANCE: This proposal is valid for 180 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 proposal.

_____ 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.

X Corporation: State of incorporation: ILLINOIS
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

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

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

ELEVATOR INSPECTION SERVICES CO., INC. (Corporate Seal)
Business Name

Frank Cervone
Signature

FRANK CERVONE
Print or type name

President
Title

5/7/08
Date

Officer:

Frank Cervone, President

5 Stratford Court
Indian Head Park, IL. 60525

Date of Incorporation: May 1, 2002

Elevator Inspection Services Co., Inc.
is authorized to do business in Illinois
holding an Illinois business license

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

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

I, FRANK CERVONE, being first duly sworn certify
and say that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

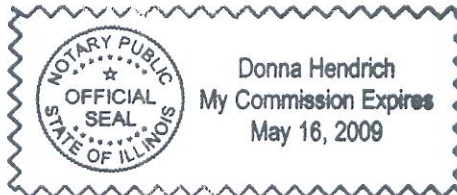
of ELEVATOR INSPECTION SERVICES CO., INC., the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar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

Frank Cervone

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 7 Day
of May, 2008.

Donna Hendrich
Notary Public



SEXUAL HARASSMENT POLICY

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

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor'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."

FRANK CERVONE, having submitted a proposal for
ELEVATOR INSPECTION SERVICES CO., INC. (Name of Contractor) for
ELEVATOR INSPECTIONS & PLAN REVIEW (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Frank Cervone
Authorized Agent of Contractor

Subscribed and sworn to before
me this 7 day of May, 2008

Donna Hendrich
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor'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 Vendor 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 Vendor 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 Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY:

Frank Cuvone

DATE:

5/7/08

Subscribed and sworn to before
me this 7 day of May, 2008

Donna Hendrich
Notary Public



TAX CERTIFICATION

I, FRANK CERVONE, having been first duly sworn depose and state as follows:

I, FRANK CERVONE, am the duly authorized agent for ELEVATOR INSPECTION SERVICES CO., INC., which has submitted a proposal to the Village of Orland Park for

ELEVATOR INSPECTIONS & PLAN REVIEW and I hereby certify
(Name of Project)

that ELEVATOR INSPECTION SERVICES CO., INC. is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

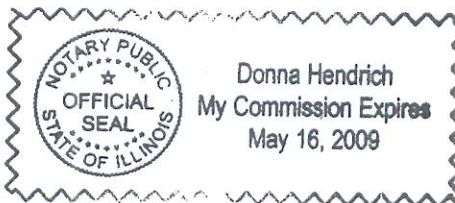
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

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: Frank Cervone
Title: President

Subscribed and Sworn to
Before me this 7
Day of May, 2008

Donna Hendrich



REFERENCES

(Please Print or Type)

ORGANIZATION	<u>City of Bloomingdale</u>
ADDRESS	<u>201 S. Bloomingdale Road</u>
CITY, STATE, ZIP	<u>Bloomingdale, IL. 60108</u>
PHONE NUMBER	<u>630-893-5662 X 5662</u>
CONTACT PERSON	<u>Judy Ritchie</u>
DATE OF PROJECT	<u>June, 2002</u>
ORGANIZATION	<u>DuPage County</u>
ADDRESS	<u>421 N. County Farm Road</u>
CITY, STATE, ZIP	<u>Wheaton, IL. 60187</u>
PHONE NUMBER	<u>630-407-6789</u>
CONTACT PERSON	<u>Development & Planning</u>
DATE OF PROJECT	<u>April, 2002</u>
ORGANIZATION	<u>City of Oakbrook Terrace</u>
ADDRESS	<u>17 W 275 Butterfield Road</u>
CITY, STATE, ZIP	<u>Oakbrook Terrace, IL. 60181</u>
PHONE NUMBER	<u>630-941-8300 X 309</u>
CONTACT PERSON	<u>Irene Kallas</u>
DATE OF PROJECT	<u>March, 2001</u>
Proposer's Name & Title:	<u>FRANK CERVONE President</u>
Signature and Date:	<u>Frank Cervone 5/7/08</u>

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 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, 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 7th DAY OF MAY, 2008

Frank Cervo
Signature

Authorized to execute agreements for:

FRANK CERVO PRESIDENT ELEVATOR INSPECTION SERVICES CO., INC.
Printed Name & Title Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/6/2008**PRODUCER**

Frank Conroyd Insurance Agency
135 S. Bloomingdale Rd.
Bloomingdale, IL 60108
630-894-0800 Fax 630 894 4150

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

ELEVATOR INSPECTION SERVICES CO INC
ELEVATOR INSPECTION SERVICES CO INC
5 STRATFORD COURT
INDIAN HEAD PARK, IL, 60525
708 744 9438 Fax 708 744 9438

INSURER A: American Equity Ins. Co.

INSURER B: Farmers Insurance Exchange

INSURER C: General Electric

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTA WSRP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	ACC134500	01/01/08	01/01/09	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☒ CLAIMSMADE ☐ OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPIOP AGG \$ 2,000,000
	POLICY ☒ PRO-JECT ☐ LOC				
b	AUTOMOBILE LIABILITY	602813313	01/23/08	01/23/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMSMADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	P48026351	02/01/08	02/01/09	☒ WORKERS COMPENSATION LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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.

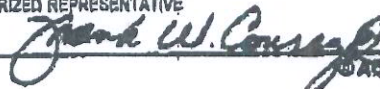
CERTIFICATE HOLDER

Village of Orland Park
14700 S Ravinia Ave
Orland Park IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD CORPORATION 1988