

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0268

Innoprise Contract #: C13-0068

Year: 2013-15

Amount:

Department: Special Events - Patty Vlazny

Contract Type: Services

Contractors Name: Classic Party Rentals

Contract Description: Tent and Supply Rental - Taste of Orland 2013-2015 at per unit prices

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

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

August 14, 2013

Mr. Paul Hanlon
Classic Party Rentals
9480 W 55th Street
McCook, Illinois 60525

RE: NOTICE TO PROCEED
Tent and Supply Rental – Taste of Orland Park 2013-2015

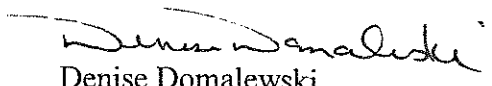
Dear Mr. Fitzgerald:

This notification is to officially acknowledge that the Village of Orland Park received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project for 2013 Taste of Orland. I understand that the event went well.

The Village processed Purchase Order 13-002270 for this contract/service and it was emailed/faxed to you. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated May 29, 2013 in an amount not to exceed contracted per item prices. Total cost per year may vary based on items ordered. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

cc: Patty Vlazny

VILLAGE OF ORLAND PARK
Tent & Supply Rental – Taste of Orland 2013-2015
(Contract for Services)

This Contract is made this **29th day of May, 2013** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Classic Party Rentals (hereinafter referred to as the “VENDOR”).

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (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 Contract
- The Terms and Conditions pertaining to the contract
- The Invitation to Bid
- The Instructions to the Bidders
- The Bid Proposal dated April 4, 2013, as it is responsive to the VILLAGE’S bid requirements
- All Certifications required by the Village
- Certificate of insurance

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

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

	ITEM	Approximate Quantity	PRICE PER ITEM 2013	PRICE PER ITEM 2014	PRICE PER ITEM 2015	ADDITIONAL INFORMATION
1.	10' X 10' Pole Tent (No Counter)	40	\$100	\$100	\$110	White
2.	20' X 20' Framed Tent (w/walls and skirted counters)	20	\$345	\$345	\$380	White
3.	10' X 20' Framed Tent	4	\$240	\$240	\$265	White
4.	20' X 30' Framed Tent	1	\$370	\$370	\$410	White
5.	30' X 15' Tent with staging	1	\$650	\$650	\$720	White
	30 x 15 Tent	1	\$420	\$420	\$460	White
6.	8' Folding Tables	110	\$7.40	\$7.40	\$8.20	Wood
7.	Folding Chairs	250	\$1.15	\$1.15	\$1.25	Charcoal
8.	Bar Stools		\$15	\$15	\$15	Natural Wood
9.	Bar Stools		\$9	\$10	\$11	Chrome with Pleather
10.	Side Walls for 10' x 10' Tents		\$20	\$20	\$24	White Solid
11.	Side Walls for 10' x 20' Tents		\$40	\$40	\$48	White Solid
12.	Lights (100 watt globe light 10 X 10 tents)	40 tents	\$30	\$30	\$34	60 Watt Bulb
13.	Lights (500 watt lights (tubular fixtures) 20 X 20 tents)	20 tents	\$30	\$30	\$34	Flood Light
14.	Asphalt patching after event	All holes	No Charge	No Charge	No Charge	

- *Classic Party Rentals shall provide dedicated Outside and Inside sales support for the purpose of preparing for the installation and throughout the event duration and follow up.*
- *Classic Party Rentals shall supply event management staff whose purpose is to work with both the sales team, installation teams and client in order to execute the job.*
- *Classic Party Rentals offers a 24 hour emergency answering service where the vendor can be reached should any emergency arise during the preparation, installation or event dates.*

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

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the VENDOR 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: not to exceed per item price as listed above, for a

total of approximately Fifteen Thousand Five Hundred Eighty-Seven and 50/100 (\$15,587.50) Dollars for 2013, Fifteen Thousand Five Hundred Ninety-One and 50/100 (\$15,591.50) Dollars for 2014 and Seventeen Thousand Two Hundred Twenty-Eight and 50/100 (\$17,228.50) Dollars for 2015, depending on the number of items ordered each year based on the Board approved budgeted amount for the event.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The term of this contract shall be for one (1) year, but shall be automatically renewed on its annual anniversary date for each of two (2) successive years unless the Village notifies the VENDOR in writing at least thirty (30) days before said anniversary date that it does not wish to renew the contract. The WORK in 2013 shall commence July 31, and continue expeditiously from that date until final completion on August 5, 2013. The WORK shall commence on dates to be determined by the Village of Orland Park for 2014 and 2015. VENDOR shall be notified of select dates as soon as they are determined. This Contract shall terminate upon completion of the WORK following the 2015 event, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR 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 VENDOR, 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 VENDOR, 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 VENDOR 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 VENDOR 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 VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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

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

SECTION 6: COMPLIANCE WITH LAWS: VENDOR 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: VENDOR 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 VENDOR 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 VENDOR 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. VENDOR 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. VENDOR 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 VENDOR 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 VENDOR:

Paul Hanlon
Classic Party Rentals
9480 W. 55th Street
McCook, IL 60525
Telephone: 708-514-2042
Facsimile: 708-352-0909
e-mail: phanlon@classicpartyrentals.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 VENDOR'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 VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The VENDOR 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: VENDOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

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

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

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

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

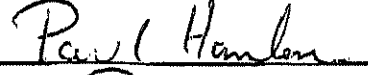
FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes
Title: Village Manager

Date: 7/21/12

FOR: THE VENDOR

By: 

Print Name: Paul Hanlon

Title: Senior Sales Consultant

Date: 7-22-2013

Official Proposal

**2013 – 2015 Taste
of Orland Park**

BIDDER SUMMARY SHEET

Tent & Supply Rental – Taste of Orland 2013-15
Project Name

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

Firm Name: Classic Party Rentals

Address: 9480 W. 55th St.

City, State, Zip Code: McCook, IL 60525

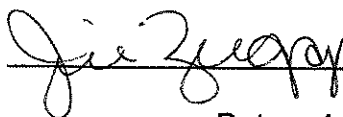
Contact Person: Jill Marie Zugaj

FEIN #: 26-1489934

Phone: (708)514-2147

Fax: (708)352-0909

E-mail Address: jzugaj@classicpartyrentals.com

Signature of Authorized Signee: 

Title: Sr. Sales Manager

Date: 4-4-13

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal.
(NOTE: At least 60 days should be allowed for evaluation and approval.)

UNIT PRICE BIDDER SHEET
Tent & Supply Rental – Taste of Orland 2013-15

Pricing shall include set up, maintenance and take down of the following rented items for the Taste of Orland Park. Tables and chairs shall be dropped off in appropriate locations as determined by the VILLAGE:

	ITEM	Approximate Quantity *	PRICE PER ITEM 2013	PRICE PER ITEM 2014	PRICE PER ITEM 2015	ADDITIONAL INFORMATION**
1.	10' X 10' Pole Tent (No Counter)	40	\$100	\$100	\$110	White
2.	20' X 20' Framed Tent (w/walls and skirted counters)	20	\$345	\$345	\$380	White
3.	10' X 20' Framed Tent	4	\$240	\$240	\$265	White
4.	20' X 30' Framed Tent	1	\$370	\$370	\$410	White
5.	30' X 17' Bandshell***	1	\$650	\$650	\$720	White
6.	8' Folding Tables	110	\$7.40	\$7.40	\$8.20	Wood
7.	Folding Chairs	250	\$1.15	\$1.15	\$1.25	Charcoal
8.	Bar Stools		\$15	\$15	\$15	Natural Wood
9.	Side Walls for 10' x 10' Tents		\$20	\$20	\$24	White Solid
10.	Side Walls for 10' x 20' Tents		\$40	\$40	\$48	White Solid
11.	Lights (100 watt globe light 10 X 10 tents)	40 tents	\$30	\$30	\$34	60 Watt Bulb
12.	Lights (500 watt lights (tubular fixtures) 20 X 20 tents)	20 tents	\$30	\$30	\$34	Flood Light
13.	Asphalt patching after event	All holes	No Charge	No Charge	No Charge	

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

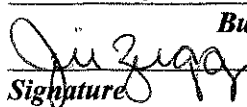
*Quantities listed are for bidding purposes only. Actual quantities will be determined prior to each event.

**Additional information required: (Please provide additional narrative pages as needed)

1. Please list available colors of tent tops.
2. Describe electrical needs.
3. Describe set-up and take-down time frame
4. Describe availability throughout event.

***Must be secured with rain barrels in addition to stakes.

Classic Party Rentals

Business Name

Signature

Jill Marie Zugaj

Print or type name

Additional Information:

1. Please list available colors of tent tops.
All tent tops are white
2. Describe electrical needs and/or alternative lighting options.
Detailed on above unit bidder sheet
3. Describe available counter heights.
Counter heights are 42" high
4. Describe skirt options/adjustments.
White tent skirts available
5. Describe set-up and take-down time frame.
6. Describe availability throughout the event.

Classic Party Rentals provides dedicated Outside and Insides sales support for the purpose of preparing for the installation and throughout the event duration and follow up

Classic Party Rentals also supplies event management staff whos purpose is to work with both the sales team, installation teams and client in order to execute the job

Classic Party Rentals offers a 24 hour emergency answering service where we can be reached should any emergency arise during the preparation, installation or event dates

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

x _____ Corporation: State of incorporation: California
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.

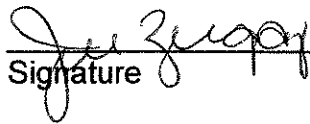
In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

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

Classic Party Rentals

Business Name

(Corporate Seal)


Signature

Jill Marie Zugaj

Print or type name

Sr. Sales Manager

4-4-13

Title

Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

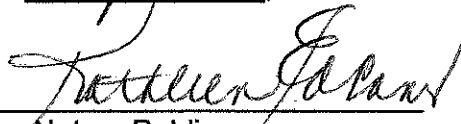
I, Jill Marie Zugaj, being first duly sworn certify
and say that I am Sr. Sales Manager
(insert "sole owner," "partner," "president," or other proper title)

of Classic Party Rentals, 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.

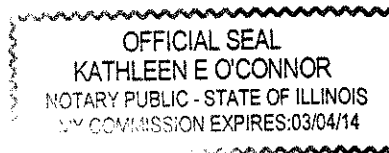


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 5th Day
of April, 2013.



Notary Public



SEXUAL HARASSMENT POLICY

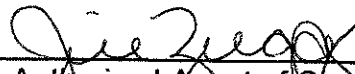
Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"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 contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

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

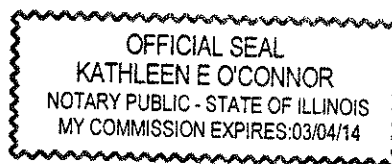
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Jill Marie Zugaj, having submitted a bid for Classic Party Rentals (Name of Contractor) for Taste of Orland (General Description of Work Bid on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 5th Day
of April, 2013.


Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

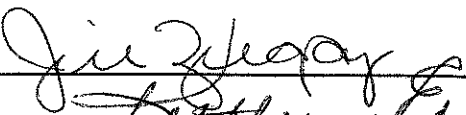
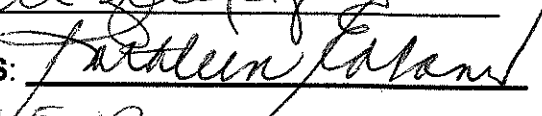
F. That it will permit access to all relevant books, records, accounts and work sites by

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

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

ACKNOWLEDGED AND AGREED TO:

BY: 
WITNESS: 
DATE: 4.5.13

TAX CERTIFICATION

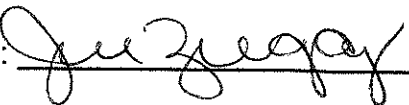
I, Jill Marie Zugai, having been first duly sworn depose and state as follows:

I, Jill Marie Zugai, am the duly authorized agent for Classic Party Rentals, which has submitted a bid to the Village of Orland Park for

Taste of Orland and I hereby certify
(Name of Project)

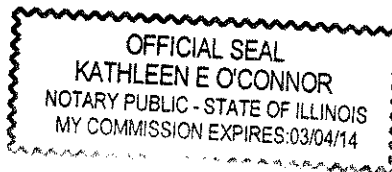
that Classic Party Rentals is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- 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: 
Title: Sr. Sales Manager

Subscribed and Sworn To
Before Me This 5th Day
of April, 2013.


Notary Public



REFERENCES

(Please type)

ORGANIZATION C3 Presents
ADDRESS 300 W 6th St, Suite 2100
CITY, STATE, ZIP Austin, TX 78701
PHONE NUMBER 512-796-6323
CONTACT PERSON Mike Walker
DATE OF PROJECT Lollapalooza Summer Fest – Annual Event

ORGANIZATION Chicago Event Management
ADDRESS 135 South LaSalle St
CITY, STATE, ZIP Chicago, IL 60603
PHONE NUMBER 312-446-4279
CONTACT PERSON Sean Barus
DATE OF PROJECT Numerous

ORGANIZATION Churchill Downs
ADDRESS 700 Central Ave
CITY, STATE, ZIP Louisville, KY 40208
PHONE NUMBER 502-636-4588
CONTACT PERSON Greg Bush
DATE OF PROJECT Kentucky Derby - Annual in April / May

Bidder's Name: Jill Marie Zugai

Signature & Date:  4-4-13

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

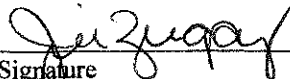
\$2,000,000 – Aggregate

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. 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 4 DAY OF April, 2013



Signature
Jill Marie Zugaj

Printed Name & Title

Authorized to execute agreements for:

Classic Party Rentals

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

6/7/2013

DATE (MM/DD/YYYY)

12/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No. Ext): FAX (A/C, No):	
INSURED 1324753 Special Event Holding, Inc. dba: Classic Party Rentals 901 W. Hillcrest Blvd. Inglewood CA 90301	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Safety Indemnity Company	NAIC # 25433
	INSURER B: Old Republic General Ins Corporation	NAIC # 24139
	INSURER C: Great American Insurance Company	NAIC # 16691
	INSURER D: Rockhill Insurance Company Rockhill	NAIC # 28053
INSURER E:		
INSURER F:		

COVERAGES CLAPA03**CERTIFICATE NUMBER:** 10495784**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y	Y	ESL10019021201	12/19/2012	12/19/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ Coll Ded: 5,000 ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	N	N	A1CA95091200	12/19/2012	12/19/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp Ded: \$ 1,000
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	N	N	TUU 0335655 00	12/19/2012	12/19/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N	N/A	Y	A1CW95091203	6/7/2012	6/7/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Auto Liability	N	N	RXSLRU00096601	12/19/2012	12/19/2013	\$4,000,000 combined single limit XS of \$1M Auto Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**10495784**

Village of Orland Park
Attn: Denise Domalewski, Contract Administrator
14700 S. Ravinia Avenue
Orland Park IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: ESL10019021201
EFF. DATE: 12/19/2012
NAMED INSURED: Special Event Holding, Inc. dba: Classic Party Rentals

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third-Party)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below:

4. Other Insurance

a. With respect to the Third Party shown below, the insurance provide by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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POLICY NUMBER: ESL10019021201

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization when you have agreed in writing in a contract or agreement to waive your right of recovery against such person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule above.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00.

Named Insured	Special Event Holding dba: Classic Party Rentals		
Policy Number	A1CW95091203	Endorsement No.	
Policy Period	6/7/2012 to 6/7/2013	Endorsement Effective Date:	6/7/2012
Producer's Name:			
Producer Number:			

WC 99 03 15 (09/06)