

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:**

**Innoprise Contract #:**

**Year:**

**Amount:**

**Department:**

**Contract Type:**

**Contractors Name:**

**Contract Description:**

**VILLAGE OF ORLAND PARK**  
**143<sup>rd</sup> Street Metra Concessions**  
**(Contract for Services)**

This Contract is made this **2nd day of July, 2013** by and between **The Village of Orland Park** (hereinafter referred to as the "VILLAGE") and **Amano Vivere Cafe** (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.

This Contract  
The Terms and Conditions  
Certificates 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:

Re: 143<sup>rd</sup> Street Metra Station Concession Services

Vendor shall furnish and maintain, at its own cost and expense, in good, usable condition, a sufficient amount of equipment and supplies in order to carry out the activities and operation of its concession services and shall maintain such equipment in a clean, orderly and inviting condition satisfactory to the Village. Vendor shall maintain the concession area and all personal property located therein in a clean, neat, orderly, and safe condition, including all fixtures for customer's convenience, and including without limitation, collection and proper disposition of trash in receptacles.

**Operations**

The Vendor shall operate the concession stand from 5:30A.M. to 8:00A.M., Monday through Friday, except holidays. Additional hours may be requested by Vendor during the term of the agreement.

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Vendor shall have available for sale, at a minimum, the following items: non-alcoholic beverage items, pastries and personal sundries for the use of commuters.

Vendor provision of beverages and pastries shall be consistently high in quality and shall at all times be sanitary, orderly and sufficient to meet public demand. Village of Orland Park Health Department standards must be met.

Vendor shall not sell or permit to be sold, used or brought upon the licensed locations under Vendor's control any intoxicating or alcoholic beverages.

Vendor shall employ and train, at vendor's own cost and expense, a sufficient number of qualified personnel, and agrees that the services provided by such personnel to the public shall be provided in a courteous, businesslike and efficient manner.

Areas of Maintenance and Sanitation – The Vendor will be responsible for the maintenance and sanitation of the concession facilities and the surrounding areas.

(hereinafter referred to as the "WORK").

**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 WORK shall commence upon a Notice to Proceed and continue expeditiously for the term of this agreement. The term of this agreement shall start on July 8, 2013 with a duration of 9 weeks or through September 6, 2013, with the option to renew the contract annually, under same conditions stated in this contract, 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. 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,

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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.

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:

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**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](mailto:ddomalewski@orland-park.il.us)

**To the VENDOR:**  
Giovanna O'Malley  
Amano Vivere Corporation  
12712 S. 82<sup>nd</sup> Avenue  
Palos Park, Illinois 60464  
Telephone: 630-272-5828  
Facsimilie:  
e-mail: [amanoviverecafe@gmail.com](mailto:amanoviverecafe@gmail.com)  
SS#/Tax ID# \_\_\_\_\_

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, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations. Village will accept an extension of the existing business license at 9750 Crescent Park Circle Suite A for the 143rd Street Metra Train Station Concession Services.

**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.

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

FOR: THE VILLAGE

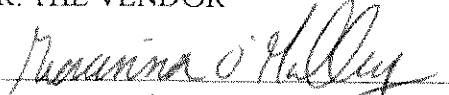
By: 

Print Name: Paul G. Grimes  
Village Manager

Its: \_\_\_\_\_

Date: 7/11/13

FOR: THE VENDOR

By: 

Print Name: Giovanna O'Malley

Its: President

Date: 7/3/13

