

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#: 2010-0589

Multi Year: ☒

Amount \$18,429.00

Contract Type:

Services

Contractor's Name:

Drop Zone

Contractor's AKA:

Execution Date:

2/1/2011

Termination Date:

12/31/2013

Renewal Date:

Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description: Portable Toilets 2011-13

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

March 30, 2011

Mr. Robert Denton
Drop Zone Portable Services, Inc.
P.O. Box 964
Frankfort, Illinois 60423

RE: NOTICE TO PROCEED
Portable Services 2011-13

Dear Mr. Denton:

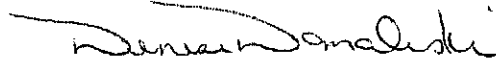
This notification is to inform you that the Village of Orland Park has finalized the *Portable Services 2011-13 Contract*; however, we still need a current Certificate of Insurance. Please contact your insurance provider and have them either fax a copy to my attention at 708-403-9212 or email a copy to ddomalewski@orland-park.il.us.

Please contact Frank Stec at 708-403-6139 with any issues related to the services provided under this contract.

The Village has processed Purchase Order #059630 for this contract/service and faxed this to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

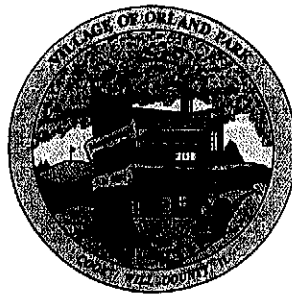
For your records, I have enclosed one (1) original executed contract dated February 1, 2011. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Contract Administrator

cc: Frank Stec



VILLAGE HALL

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

VILLAGE OF ORLAND PARK
Portable Toilets 2011-13
(Contract for Services)

This Contract is made this **1st day of February, 2011** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Drop Zone Portable Services, 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.

This Contract

The Terms and Conditions

The Invitation to Bid

The Instructions to the Bidders

The Bid Proposal dated October 29, ²⁰¹⁰~~200~~ as it is responsive to the VILLAGE'S bid requirements

All Certifications required by the Village

Certificates of insurance

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

The rental of Portable Toilets for use by the Village of Orland Park throughout the year. The Portable Toilets must be completely set-up, serviced, ready for operation and delivered to Orland Park, IL at various locations throughout the Village.

Price includes delivery, pickup, disposal, weekly cleaning and damage waiver.

Location of portable toilets and service dates (*The number of units and dates may vary slightly according to our needs*):

Park	Address	Dates
Brown Park	Woburn & Westwood Drive	5/1-11/5
Brentwood Park	Pine Street	5/1-11/5
Cachey Park	157 th & Parkway	5/1-11/5
Cachey Park	Wheeler Drive	5/1-11/5
Centennial Park	Fun Drive by soccer fields (6 units)	5/1-11/5
Centennial Park	By east parking lot (2- Handicap)	5/1-11/5
Discovery Park	Brookhill & Springbrook	5/1-11/5
Doogan Park	Park Lane	5/1-11/5
Eagle Ridge	Eagle Ridge Drive (2 units)	5/1-11/5
Eagle Ridge II	Wolf Road	5/1-11/5
Helen Park	Helen Lane	5/1-11/5
Heritage Park	Concord Drive	5/1-11/5
Ishnala Woods Park	80 th Ave	5/1-11/5
Marley Creek Park	Marley Creek & Autumn Ridge	5/1-11/5
Public Works	West Ave	year round
Schussler Park	Poplar Road (3 units)	5/1-11/5
Veterans Park	Wheeler Drive	5/1-11/5
Village Square	Windsor Drive	5/1-11/5

(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:

UNIT PRICE SHEET

Type	Cleaning Frequency	Monthly Cost Per Unit (Delivery, Pick Up, Disposal, Damage Waiver)		
		2011	2012	2013
Standard	Weekly	\$ 55	\$ 55	\$ 55
Handicapped	Weekly	\$ 85	\$ 85	\$ 85
Additional Cleaning per week, if necessary	On Call	\$ 15 **	\$ 15 **	\$ 15 **

**** Non Tip Over**

Special Events: Units will be on site 3-5 days, depending on the event

Type	Quantity	Cleaning Frequency	Cost Per Unit (Delivery, Pick Up, Disposal, Damage Waiver)		
			2011	2012	2013
Standard	1-25	Daily*	\$ 55	\$ 55	\$ 55
Handicapped	1-10	Daily*	\$ 65	\$ 65	\$ 65

*** Units must be cleaned prior to event each day**

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence on January 1, 2011, and continue expeditiously for one (1) year from that date, with the option to renew on its annual anniversary date for each of two (2) successive years, unless the Village notifies the Contractor in writing at least thirty (30) days before said anniversary date that it does not wish to renew the contract. This Contract shall terminate on December 31, 2013, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this

option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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

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

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

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

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

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

To the CONTRACTOR:
Robert Denton, General Manager
Drop Zone Portable Services, Inc.
P.O. Box 964
Frankfort, Illinois 60423
Telephone: 815-727-7304
Facsimile: 815-727-7350
e-mail: dropzonerdenton@sbcglobal.net

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: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to,

attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: 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 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: 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: _____

Its: _____

Date: _____

Paul G. Grimes

Village Manager

Village Manager

3/25/11

FOR: THE CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____

Robert Denton

Robert Denton

General Manager

BIDDER SUMMARY SHEET

Rental and Service of Portable Toilets
(Project Name)

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

Firm Name: Drop Zone Portable Services, Inc.

Address: P.O. Box 964

City, State, Zip Code: Frankfort, IL 60423

Contact Person: Bob Denton

FEIN #: 36-4171388

Phone: (815) 727-7304 Fax: (815) 727-7350

E-mail Address: dropzone

Signature of Authorized Signee: Robert Denton

Title: General Manager Date: 29 Oct 2010

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

TOTAL BID PRICE: **see Unit Price Sheet for pricing**

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

UNIT PRICE SHEET

Rental and Service of Portable Toilets

Type	Cleaning Frequency	Monthly Cost Per Unit (Delivery, Pick Up, Disposal, Damage Waiver)		
		2011	2012	2013
Standard	Weekly	\$ 75-	\$ 75-	\$ 75-
Handicapped	Weekly	\$ 85-	\$ 85-	\$ 85-
Additional Cleaning per week, if necessary	On Call	\$ 15-*	\$ 15-*	\$ 15-*

Special Events: Units will be on site 3-5 days, depending on the event

Type	Quantity	Cleaning Frequency	Cost Per Unit (Delivery, Pick Up, Disposal, Damage Waiver)		
			2011	2012	2013
Standard	1-25	Daily*	\$ 55	\$ 55	\$ 55
Handicapped	1-10	Daily*	\$ 65	\$ 65	\$ 65

*** Units must be cleaned prior to event each day**

** Non tip over*

BUSINESS ORGANIZATION:

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

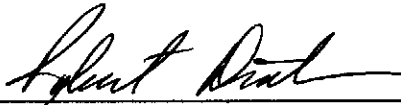
_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: 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 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.

Drop Zone Portable Services, Inc. (Corporate Seal)
Business Name

 Robert Denton
Signature Print or type name

General Manager 29 Oct 2010
Title Date

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

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

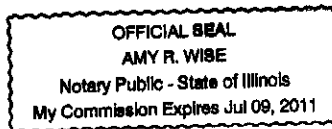
I, Robert Denton, being first duly sworn certify
and say that I am General Manager
(insert "sole owner," "partner," "president," or other proper title)
of Drop Zone Portable Services, Inc, the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with 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.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 30 Day
of October, 2010.

Amy R. Wise
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)

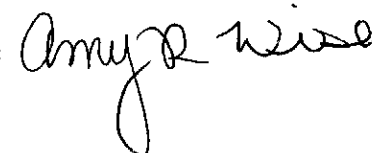
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

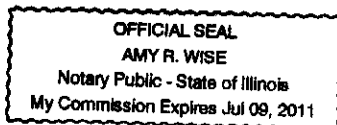
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Robert Denton, having submitted a bid for Rental Service of Portable Toilets (Name of Contractor) for Drop Zone Portable Services, Inc. (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 30 day of October, 2010.

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.

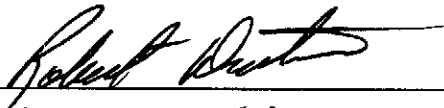
F. That it will permit access to all relevant books, records, accounts and work sites by

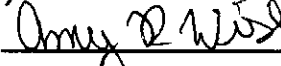
personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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: 

ATTEST: 

DATE: 30 October 2010

TAX CERTIFICATION

I, Robert Denton, having been first duly sworn depose and state as follows:

I, Robert Denton, am the duly authorized agent for Drop Zone Portable Services, Inc., which has

submitted a bid to the Village of Orland Park for

Rental Service of Portable Toilets and I hereby certify
(Name of Project)

that Drop Zone Portable Services, 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

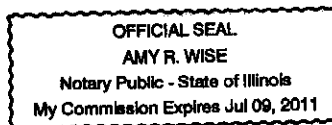
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Robert Denton

Title: General Manager

Subscribed and Sworn to
Before me this 30
Day of October, 2010

Amy R. Wise



REFERENCES

(Please type)

ORGANIZATION Village of Orland Park

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON Frank Stee

DATE OF PROJECT _____

ORGANIZATION Dept. of Aviation City of Chicago

ADDRESS 10510 W Zenke

CITY, STATE, ZIP Chicago, IL 60666

PHONE NUMBER 773-894-2085

CONTACT PERSON Marcos Fernandez

DATE OF PROJECT 2004 to present

ORGANIZATION Frankfort Square Park District

ADDRESS 7540 Potomac Lane

CITY, STATE, ZIP Frankfort, IL 60423

PHONE NUMBER 815-469-3524

CONTACT PERSON Jini Randall

DATE OF PROJECT 1995 to present

Bidder's Name: Drop Zone Portable Services, Inc

Signature & Date: Robert Nutter 29 Oct 2010

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 29 DAY OF October, 2010

Signature

Printed Name & Title

Authorized to execute agreements for:

Name of Company