

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0333

Multi Year:

Amount \$5,670.10

Contract Type:

Services

Contractor's Name:

Midwest Mobile Washers, LLC

Contractor's AKA:

Execution Date:

7/24/2009

Termination Date:

9/30/2009

Renewal Date:

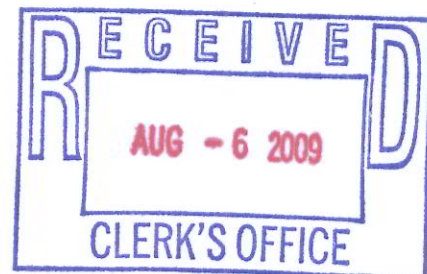
Department:

Public Works/Water & Sewer

Originating Person:

Doug Medland

Contract Description: Water Tank Cleaning 9701 131st Street



Friday, August 07, 2009

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 7, 2009

Mr. Tony Szabo
Midwest Mobile Washers, LLC
15160 Schipper Lane
Morrison, Illinois 61270

RE: *NOTICE TO PROCEED*
Water Tank Cleaning 9701 131st Street

Dear Mr. Szabo:

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 3, 2009.

Please contact Doug Medland at 708-403-6198 to arrange the commencement of the work.

The Village has processed Purchase Order #054044 for this contract/service and faxed this to your company on August 7, 2009. 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 24, 2009 in an amount not to exceed Five Thousand Six Hundred Seventy and 10/100 (\$5,670.10) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

cc: Doug Medland
John Ingram

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

July 24, 2009

Mr. Tony Szabo
Midwest Mobile Washers, LLC
15160 Schipper Lane
Morrison, Illinois 61270

NOTICE OF AWARD – Water Tank Cleaning 9701 131st Street

Dear Mr. Szabo:

This notification is to inform you that on July 20, 2009, the Village of Orland Park Board of Trustees approved awarding Midwest Mobile Washers, LLC the contract in accordance with the proposal you submitted dated June 15, 2009, for Water Tank Cleaning at 9701 131st Street, Orland Park for an amount not to exceed Five Thousand Six Hundred Seventy and 10/100 (\$5,670.10) Dollars.

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 August 7, 2009.

1. Enclosed is the Contract for Water Tank Cleaning at 9701 31st Street, Orland Park. 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. Also enclosed are the Certifications and Insurance Requirements. Please complete all Certifications and return them directly to me.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to 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.**

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 Certificate 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 and a purchase order 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 bid 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: Doug Medland
John Ingram

VILLAGE OF ORLAND PARK
Water Storage Tank Cleaning
(Contract for Services)

This Contract is made this **24th day of July, 2009** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Midwest Mobile Washers, LLC (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 Proposal submitted by Contractor on June 15, 2009, to the extent it does not conflict with this contract.

All Certifications required by the Village

Certificates of insurance

~~Performance and Payment Bonds as may be required by the VILLAGE~~

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:

Cleaning top to bottom exterior of 750,000 gallon waterspheroid tank located at 9701 131st Street as described per proposal. In addition, to prevent immediate regrowth of mildew, the application of Bio Barrier protectant will be applied to the tower surface

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

TOTAL: an amount not to exceed Five Thousand Six Hundred Seventy and 10/100 (\$5,670.10) Dollars.

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 upon receipt of a Notice to Proceed and continue expeditiously until final completion. This Contract shall terminate upon completion of the WORK or September 30, 2009, whichever occurs first, 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:
Tony Szabo

Midwest Mobile Washers, LLC
15160 Schipper Lane
Morrison, Illinois 61270
Telephone: 815-772-8085
Facsimile: 815-772-8415
e-mail: aswashboy@essex1.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.

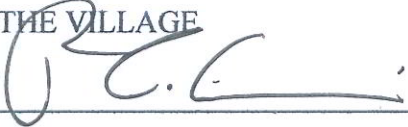
SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

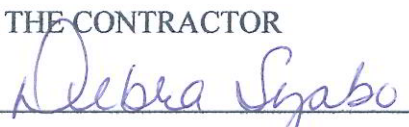
SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

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: 8/5/09

FOR: THE CONTRACTOR
By: 
Print Name: Debra Szabo
Its: Member
Date: 7-27-09



Midwest Mobile Washers, LLC
 15160 Schipper Lane
 Morrison, IL 61270
 815-772-8085
 800-804-7517

Proposal

Date	Location
6/15/2009	on site

Name / Address
Village of Orland Park Attn: John Ingram/Doug Medland 15655 Ravinia Ave Orland Park IL 60462 708-403-6350 F:403-8798

Phone #	E-mail	Web Site	Terms
815-772-8085	aswashboy@essex1.com	www.midwestmobilewashers.com	Net 10

Description	Total
<p>Midwest Mobile Washers along with seventeen years of water storage tank cleaning experience, proposes the following for Village of Orland Park. Please keep in mind our cleaning procedures are specifications wrote by coating engineer specialists and paint manufacturers alike throughout the United States. Midwest Mobile Washers is a Minority-Female owned business.</p> <p>We will render the proper cleaning procedures standard to the industry (AWWA - SSPC - NACE) to clean a 750,000 gallon waterspheroid water tower at 124' to the top. We will be using an oxygenated bleach presoak system to kill the root of the mildew growth using 100% frictionless procedures. No cable hanging/No wheel baskets/No hanging apparatice will be used to clean your tanks surface. These type of procedures are commonly known of scratching and damaging the painted surface with leaving long term maintenance issues to arise. Midwest Mobile Washers uses 100% frictionless operations to clean your tanks surface. Our second procedure will be to clean the surface by using proper pressure washing techniques and leaving no trail marks by using improper spray tips.</p> <p>All cleaning agents used are biodegradable and are environmentally friendly. All safety equipment will be used by OSHA requirements (Miller safety harness'). All equipment, safety devices, crane and aerial machinery are included in this bid. Enclosed is a copy of our General Liability Insurance coverage. Our employees' are fully covered under our Workman's Compensation insurance. This proposal terminates if not accepted by December 31, 2009.</p> <p>CONFIDENTIALITY: This proposal/quotation and any files transmitted with it may contain information proprietary to Midwest Mobile Washers, LLC, and are intended solely for the use of the individual or entity to whom they are addressed, shall be maintained in confidence and not disclosed to third parties without the written consent of Midwest Mobile Washers, LLC. All information on this proposal/quotation is not to be copied, reprinted or used as specification for any other RFP's. Procedures, methods and products are not to be copied, shown or reprinted to any third party.</p>	4,989.65

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Payment terms - Net 30 days; 3% of total invoice added after 30 days and compounded thereafter

Total	\$4,989.65
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Midwest Mobile Washers, LLC
 15160 Schipper Lane
 Morrison, IL 61270
 815-772-8085
 800-804-7517

Proposal

Date	Location
6/15/2009	on site

Name / Address
Village of Orland Park Attn: John Ingram/Doug Medland 15655 Ravinia Ave Orland Park IL 60462 708-403-6350 F:403-8798

Phone #	E-mail	Web Site	Terms
815-772-8085	aswashboy@essex1.com	www.midwestmobilewashers.com	Net 10

Description	Total
<p>Midwest Mobile Washers along with seventeen years of water storage tank cleaning experience, proposes the following for Village of Orland Park. Please keep in mind our cleaning procedures are specifications wrote by coating engineer specialists and paint manufacturers alike throughout the United States. Midwest Mobile Washers is a Minority-Female owned business.</p> <p>Upon our experience in water tower cleaning profession we usually apply a protectant to fight against mildew in the future. We use a product called Bio Barrier that aids against the regrowth of mildew and keeps the surface looking cleaner for a longer period of time. This product is applied by using a special nozzle that saturates the tanks surface with the product. The nozzle used is commonly known in the airline industry for deicing airplanes. This procedure is also 100% frictionless application method. The added cost of Bio Barrier application to a 750,000 gallon waterspheroid water tower is</p> <p>All cleaning agents used are biodegradable and are environmentally friendly. All safety equipment will be used by OSHA requirements (Miller safety harness'). All equipment, safety devices, crane and aerial machinery are included in this bid. Enclosed is a copy of our General Liability Insurance coverage. Our employees' are fully covered under our Workman's Compensation insurance. This proposal terminates if not accepted by December 31, 2009.</p> <p>CONFIDENTIALITY: This proposal/quotation and any files transmitted with it may contain information proprietary to Midwest Mobile Washers, LLC, and are intended solely for the use of the individual or entity to whom they are addressed, shall be maintained in confidence and not disclosed to third parties without the written consent of Midwest Mobile Washers, LLC. All information on this proposal/quotation is not to be copied, reprinted or used as specification for any other RFP's. Procedures, methods and products are not to be copied, shown or reprinted to any third party.</p>	680.45

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Payment terms - Net 30 days, 3% of total invoice added after 30 days and compounded thereafter.

Total	\$680.45
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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.

_____ Corporation: State of Incorporation: _____
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.

Midwest Mobile Washers, LLC (Corporate Seal)
Business Name

Debra Szabo
Signature

Debra Szabo
Print or type name

Member
Title

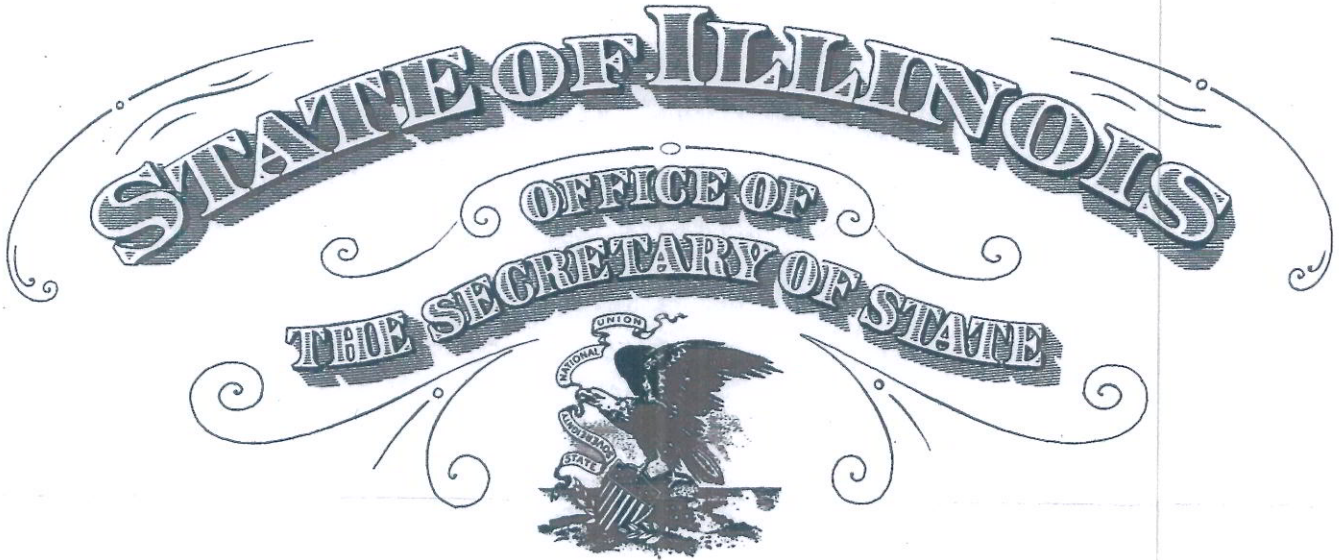
7-27-09
Date



15160 Schipper Lane
Morrison, IL 61270
(815) 772-8085 or 1-800-804-7517

Debra S. Szabo
15160 Schipper Lane
Morrison, IL 61270
60% Owner/Member

Anthony W. Szabo
15160 Schipper Lane
Morrison, IL 61270
40% Owner/Member



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

MIDWEST MOBILE WASHERS, LLC,
HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 07, 2005,
APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED
LIABILITY COMPANY ACT OF THIS STATE RELATING TO THE FILING
OF THE ARTICLES AND PAYMENT, AND IS ORGANIZED TO TRANSACT
BUSINESS IN THE STATE OF ILLINOIS.

*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this* 7TH
day of JUNE A.D. 2005



Jesse White

SECRETARY OF STATE

TAX CERTIFICATION

I, Debra Szabo, having been first duly sworn depose
and state as follows:

I, Debra Szabo, am the duly authorized
agent for Midwest Mobile Washers, LLC, which has
submitted a proposal to the Village of Orland Park for
Water Tank Cleaning and I hereby certify
(Name of Project)

that Midwest Mobile Washers, LLC 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: Debra Szabo
Title: Member

Subscribed and Sworn To
Before Me This 31st Day
of July, 2009.

Shawnelle R. Schmidt
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."

I, Debra Szabo, having submitted a proposal for Midwest Mobile Washers LLC
(Name) (Name of Contractor)

for Water Tank Cleaning on June 15, 2009 to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Debra Szabo
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 31st Day
of July, 2009.

Shawnelle R. Schmidt
Notary Public



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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Debra Szabo, being first duly sworn certify and say
that I am Partner

(insert "sole owner," "partner," "president," or other proper title)

of Midwest Mobile Washers, LLC, 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.

Debra Szabo

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 31st Day
of July, 2009.



Shawnelle R. Schmidt
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: Debra Szabo

ATTEST: Anthony A Szabo

DATE: 7-27-09

REFERENCES

(Please type)

ORGANIZATION Town of Ashley
ADDRESS 500 S. Bonser
CITY, STATE, ZIP Ashley, IN 46705
PHONE NUMBER 260-587-3982
CONTACT PERSON Randy McEntarfer
DATE OF PROJECT 6-24-09

ORGANIZATION Village of Burr Ridge
ADDRESS 451 Commerce St
CITY, STATE, ZIP Burr Ridge, IL 60527
PHONE NUMBER 630-321-2842
CONTACT PERSON Jim Lukas
DATE OF PROJECT 10-18-08

ORGANIZATION City of Westmont
ADDRESS 39 E Burlington Ave
CITY, STATE, ZIP Westmont IL 60559
PHONE NUMBER 630-829-4450
CONTACT PERSON Jim Kates
DATE OF PROJECT 5-21-08

Proposer's Name: Midwest Mobile Washers, LLC
Signature: Debra Szabo

INSURANCE REQUIREMENTS

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

PROFESSIONAL LIABILITY

~~\$1,000,000 Limit Claims Made Form, Indicate Retroactive Date & Deductible~~

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 27 DAY OF July, 2009

Debra Szabo
Signature
Debra Szabo, Member
Printed Name & Title

Authorized to execute agreements for:
Midwest Mobile Washers LLC
Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2009

PRODUCER
Joseph D Walters
2706 South Park Road
Bethel Park, PA 15102

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.

INSURED
MIDWEST MOBILE WASHERS, LLC
Anthony Szabo
15160 Schipper Lane
Morrison, IL 61270

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: INDIANA INSURANCE COMPANY	22659
INSURER B: PEERLESS INSURANCE COMPANY	24198
INSURER C:	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CCP9704626	04/26/09	04/26/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000	CU9895702	04/26/09	04/26/10	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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 ARE LISTED AS ADDITIONAL INSURED. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. A WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE ADDITIONAL INSURED. A 30 DAY NOTICE OF CANCELLATION SHALL APPLY EXCEPT FOR NON-PAY WHICH IS 10 DAYS.

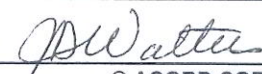
CERTIFICATE HOLDER

VILLAGE OF ORLAND PARK
ATTN: DENISE DOMALEWSKI, CONTRACT ADMINISTRATOR
14700 S. RAVINA AVENUE
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



POLICY NUMBER: CCP9704626

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: THE VILLAGE OF ORLAND PARK
14700 S. RAVINA AVENUE
ORLAND PARK, IL 60462

(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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID TL
MIDWE-2

DATE (MM/DD/YYYY)
07/27/09

PRODUCER

Parr Insurance LTD
636 S. Main St.
Princeton IL 61356
Phone: 815-875-4464 Fax: 815-875-0346

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INSURED

Midwest Mobile Washers LLC
Tony Szabo
15160 Schipper Lane
Morrison IL 61270

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Cincinnati Insurance Co.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAP/CAA 582 98 66	04/08/09	04/08/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TBD	07/15/09	07/15/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER INLAND	CAP 582 98 66	04/08/09	04/08/10	Leased Eq 100,000 max Rented Eq same

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 are named 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. There is also a Waiver of Subrogation in favor of the additional insureds in regard to GL and WC

CERTIFICATE HOLDER

VORLAND

Village of Orland Park
Denise Domalewski, Contract Ad
14700 S Ravinia Avenue
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
 Parr Insurance *N. S. V. Starr*