

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

**Legistar File ID#:** 2013-0680

**Innoprise Contract #:** C14-0005

**Year:** 2014-16

**Amount:**

**Department:** Development Services - Nick Klimenko

**Contract Type:** Services

**Contractors Name:** Elevator Inspection Services Co., Inc.

**Contract Description:** Elevator Inspection Services 2014-16 with option to renew for 4 additional 2-year terms

MAYOR  
Daniel J. McLaughlin  
VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[www.orlandpark.org](http://www.orlandpark.org)



**VILLAGE HALL**

TRUSTEES  
Kathleen M. Fenton  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello

January 31, 2014

Mr. Thomas Gray  
Elevator Inspection Service Co., Inc  
745 McClintock Drive, Suite 235  
Burr Ridge, Illinois 60527

**RE: *NOTICE TO PROCEED***  
***Elevator Inspection & Plan Review Services 2014-16***

Dear Mr. Gray:

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 December 11, 2013. I apologize for the delay in returning the fully executed contract to you.

Please contact Nick Klimenko at 708-403-6230 to arrange the commencement of the work.

All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462.

For your records, I have enclosed one (1) original executed contract dated December 9, 2013. If you have any questions, please call me at 708-403-6173.

Sincerely,

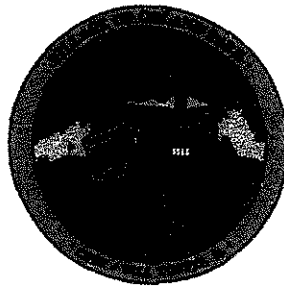
Denise Domalewski  
Contract Administrator

cc: Nick Klimenko  
Melissa King

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, Illinois 60462  
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VILLAGE HALL

TRUSTEES  
Kathleen M. Fenton  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello

December 9, 2013

Mr. Thomas Gray  
Elevator Inspection Service Co., Inc  
745 McClintock Drive, Suite 235  
Burr Ridge, Illinois 60527

**NOTICE OF AWARD – Elevator Inspection & Plan Review Services 2014-16**

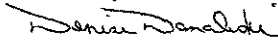
Dear Mr. Gray:

This notification is to inform you that on December 2, 2013 the Village of Orland Park Board of Trustees approved awarding Elevator Inspection Service Co., Inc. the contract in accordance with the proposal you submitted dated October 21, 2013, for Elevator Inspection & Plan Review Services for an amount not to exceed per inspection rates as stated in the proposal. The contract is for the term January 1, 2014 through December 31, 2015, with the option to renew for four (4) additional two-year terms.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by December 23, 2013.

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

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

Sincerely,  
  
Contract Administrator

cc: Nick Klimenko

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

This Contract is made this **9th day of December, 2013** by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Elevator Inspection Service Co., Inc. (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

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

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

- The Request for Proposals, issued October 7, 2013
- The Instructions to Proposers
- This Contract
- The Terms and Conditions
- The Proposal dated October 21, 2013, as it is responsive to the VILLAGE’S RFP requirements
- All Certifications required by the Village
- Certificates of insurance

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

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

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR

pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

<u>Service</u>	<u>Inspection Fees</u>	<u>Billed to:</u>
Routine Safety Inspection, semi-annual	\$25.00 per unit	The Village
Routine Safety Re-inspection	\$20.00 per unit	The Village
Plan Review – New Construction Shop Drawing	\$40.00 per unit	The Village
Construction Inspections (permits)	\$40.00 per unit	The Village
Construction, Re-inspections (permits)	\$40.00 per unit	The Business
Witnessing of annual pressure testing	\$125.00 per unit	The Business

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

**SECTION 4: TERM OF THE CONTRACT:** The term of the services contract herein granted shall commence on January 1, 2014 and end on December 31, 2015, with the option to renew the contract for four (4) additional two-year terms, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract. Price adjustments may occur on the renewal anniversary date(s) (every 2 years). This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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

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

witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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

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

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

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

**To the VILLAGE:**

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

**To the CONTRACTOR:**

Thomas Gray  
Elevator Inspection Service Co., Inc.  
745 McClintock Drive, Ste 235  
Burr Ridge, Illinois 60527  
Telephone: 630-323-6541  
Facsimile: 630-323-7149  
e-mail: [info@elevator-inspection.com](mailto:info@elevator-inspection.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.

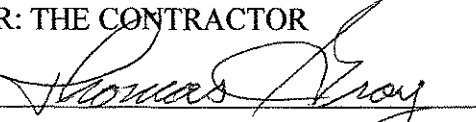
**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**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  
Village Manager  
Its: \_\_\_\_\_  
Date: 12/16/13

FOR: THE CONTRACTOR  
By:   
Print Name: THOMAS GRAY  
DIRECTOR  
Its: BUSINESS DEVELOPMENT  
Date: December 11, 2013


**PROPOSAL SUMMARY SHEET**

Elevator Inspection & Plan Review Services

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

Organization Name: ELEVATOR INSPECTION SERVICE CO., INC.  
Street Address: 745 McCLINTOCK DR., SUITE 235  
City, State, Zip: BURR RIDGE, IL 60527  
Contact Name: THOMAS GRAY  
Phone: 630-323-6541 Fax: 630-323-7149  
E-Mail address: info@elevator-inspection.com  
FEIN#: 36-2899533

<u>Description</u>	<u>Unit Price</u>
SA Safety Inspection	\$ <u>25<sup>00</sup></u>
SA Safety Re-Inspection	\$ <u>20<sup>00</sup></u>
Plan Review	\$ <u>40<sup>00</sup></u>
New Construction Inspection	\$ <u>40<sup>00</sup></u>
New Construction Re-Inspection	\$ <u>40<sup>00</sup></u>

Signature of Authorized Signee:   
Title: DIRECTOR BUSINESS DEVELOPMENT  
Date: OCTOBER 21, 2013

ACCEPTANCE: This proposal is valid for 180 calendar days from the date of submittal.  
(Note: At least 60 days should be allowed for evaluation and approval)



**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

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

X Corporation: State of incorporation: ILLINOIS

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

*Corporation disclosure and authorization statement follows this page as 21A.*

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

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

ELEVATOR INSPECTION SERVICE CO., INC.  
Business Name

(Corporate Seal)

*Thomas Gray*  
Signature

THOMAS GRAY  
Print or type name

DIRECTOR BUSINESS DEVELOPMENT  
Title

OCTOBER 21, 2013  
Date

**Supplement to RFP page 21. "BUSINESS ORGANIZATION"**

**Corporation Disclosure**

**Officers and principals:**

**Frank Cervone**, President  
Elevator Inspection Service Co., Inc.  
745 McClintock Dr., Suite 235  
Burr Ridge, IL 60527

**Anthony J. DiBiase**, Secretary, General Manager  
Elevator Inspection Service Co., Inc.  
745 McClintock Dr., Suite 235  
Burr Ridge, IL 60527

May 1, 2002 is date of incorporation in the State of Illinois

As a registered corporation in the State of Illinois EIS is authorized to do business in Illinois.

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

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

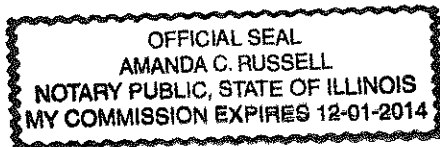
I, ANTHONY J. DIBIASE, being first duly sworn certify  
and say that I am SECRETARY, GENERAL MANAGER  
(insert "sole owner," "partner," "president," or other proper title)

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

Anthony J. DiBiase  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 21 Day  
of October, 2013.

Amanda C. Russell  
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."

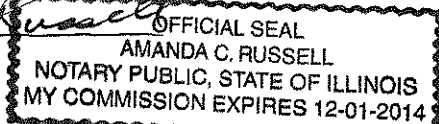
THOMAS GRAY, having submitted a proposal for  
ELEVATOR INSPECTION SERVICE CO., INC. (Name of Contractor) for  
ELEVATOR INSPECTIONS AND PLAN REVIEWS (General Description of Work Proposed on) to  
the Village of Orland Park, hereby certifies that said contractor has a written sexual  
harassment policy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

By:

  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 21 Day  
of October, 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 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.

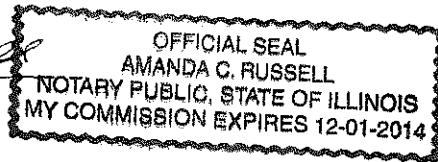
**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or 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: *Howard Gray*  
DATE: OCTOBER 21, 2013

Subscribed and Sworn To  
Before Me This 21 Day  
of October, 2013.

*Amanda C. Russell*  
Notary Public



**TAX CERTIFICATION**

I, THOMAS GRAY, having been first duly sworn depose and state as follows:

I, THOMAS GRAY, am the duly authorized agent for ELEVATOR INSPECTION SERVICE CO., INC., which has submitted a proposal to the Village of Orland Park for

ELEVATOR INSPECTIONS AND PLAN REVIEWS and I hereby certify  
(Name of Project)

that ELEVATOR INSPECTION SERVICE CO., INC. is not

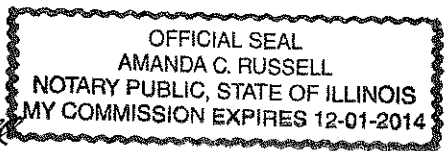
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Thomas Gray  
Title: DIRECTOR BUSINESS DEVELOPMENT

Subscribed and Sworn To  
Before Me This 21 Day  
of October, 2013.

Amanda C. Russell  
Notary Public



## REFERENCES

(Please Print or Type)

ORGANIZATION VILLAGE OF LISLE

ADDRESS 925 BURLINGTON AVE.

CITY, STATE, ZIP LISLE, IL 60532

PHONE NUMBER 630-271-4153

CONTACT PERSON TONY BUDZIKOWSKI

DATE OF PROJECT JANUARY, 2002

ORGANIZATION VILLAGE OF ROSEMONT

ADDRESS 9501 W. DEVON

CITY, STATE, ZIP ROSEMONT, IL 60018

PHONE NUMBER 847-823-1159

CONTACT PERSON RON HOLTMAN

DATE OF PROJECT FEBRUARY, 2008

ORGANIZATION VILLAGE OF SKOKIE

ADDRESS 5127 OAKTON

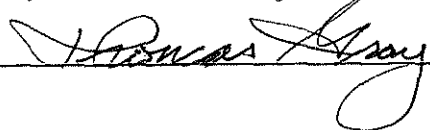
CITY, STATE, ZIP SKOKIE, IL 60077

PHONE NUMBER 847-673-0500

CONTACT PERSON TERRY OLIVE

DATE OF PROJECT MAY, 1984

Proposer's Name & Title: THOMAS GRAY, DIRECTOR, BUSINESS DEVELOPMENT

Signature and Date:  Oct. 21, 2013



REFERENCES

(Please Print or Type)

ORGANIZATION VILLAGE OF VILLA PARK
ADDRESS 20 S. ARDMORE
CITY, STATE, ZIP VILLA PARK, IL 60181
PHONE NUMBER 630-834-8500
CONTACT PERSON MARY DEPASQUA
DATE OF PROJECT MAY, 2002

ORGANIZATION CITY OF WHEATON
ADDRESS P.O. BOX 727
CITY, STATE, ZIP WHEATON, IL 60187
PHONE NUMBER 630-260-2000
CONTACT PERSON JOE KREIDL
DATE OF PROJECT JUNE, 1999

ORGANIZATION
ADDRESS
CITY, STATE, ZIP
PHONE NUMBER
CONTACT PERSON
DATE OF PROJECT

Proposer's Name & Title: THOMAS GRAY, DIRECTOR, BUSINESS DEVELOPMENT
Signature and Date: Thomas Gray Oct 21, 2013

## 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)

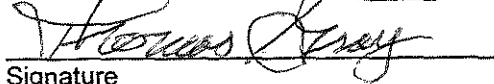
\$2,000,000 – Each Occurrence  
\$2,000,000 – Aggregate

**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. 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 21<sup>ST</sup> DAY OF OCTOBER, 2013



Signature  
THOMAS GRAY

Authorized to execute agreements for:

DIRECTOR BUSINESS DEVELOPMENT ELEVATOR INSPECTION SERVICE CO., INC.

Printed Name & Title

Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/11/13

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**  
DuKane Financial Services Inc.  
825 W State Street Unit 119A  
Geneva, IL 60134  
Phone (630) 208-0228 Fax (630) 225-5243

**INSURED**  
Elevator Inspection Services Co Inc.  
745 McClintock Dr Ste 235  
Burr Ridge, IL 60527

<b>CONTACT NAME:</b>	Frank Conroyd	<b>FAX (A/C, No):</b>	(630) 225-5243
<b>PHONE (A/C, No, Ext):</b>	(630) 208-0228		
<b>E-MAIL ADDRESS:</b>	frank@conroydinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			
<b>INSURER A:</b>	Travelers Casualty	<b>NAIC #</b>	19038
<b>INSURER B:</b>	National Fire Insurance Co of Hartford		20478
<b>INSURER C:</b>	Riverport Insurance Company		36684
<b>INSURER D:</b>	Federal Insurance Company		20281
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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 SUBR INSR / WVD	POLICY NUMBER	POLICY CRT (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6807c4200261342	01/03/2013	01/03/2014	
B	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DCD <input type="checkbox"/> RETENTIONS <input checked="" type="checkbox"/> SHIPPED TO AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		4031477975	03/02/2012	03/02/2014	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					EACH OCCURRENCE \$ AGGREGATE \$ 5,000,000.00 \$ WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	<input type="checkbox"/> DCD <input type="checkbox"/> RETENTIONS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	APW000275	05/16/2013	05/17/2014	
D	<b>PROFESSIONAL LIABILITY</b>					E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
			8224-8881	01/01/2012	01/01/2014	1,000,000

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

The Village of Orland Park is listed as an additional insured. A waiver of subrogation applies for the General Liability and the workers compensation.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:



# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)

01/22/13

NAIC CODE

AGENCY  
DuKane Financial Services Inc.

CARRIER  
Executive Risk Indemnity Inc.

POLICY NUMBER  
6800-2726

EFFECTIVE DATE  
03/02/13

NAMED INSURED(S)  
Elevator Inspection Services Co Inc.

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data)

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: X Village of Orland Park  REFERENCE / LOAN #: LIEN AMOUNT:	EVIDENCE: <input type="checkbox"/> CERTIFICATE <input type="checkbox"/> POLICY <input type="checkbox"/> SEND BILL  INTEREST END DATE: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	<b>INTEREST IN ITEM NUMBER</b> LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION  FAX (A/C, No):
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REASON FOR INTEREST:

<b>INTEREST</b> <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK:  REFERENCE / LOAN #: LIEN AMOUNT:	EVIDENCE: <input type="checkbox"/> CERTIFICATE <input type="checkbox"/> POLICY <input type="checkbox"/> SEND BILL  INTEREST END DATE: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	<b>INTEREST IN ITEM NUMBER</b> LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION  FAX (A/C, No):
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REASON FOR INTEREST: