

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

**Legistar File ID#:** 2014-0620/0678

**Innoprise Contract #:** C15-0003

**Year:** 2015-2018

**Amount:** \$383,487.18

**Department:** Building Maintenance - Frank Stec

**Contract Type:** Services

**Contractors Name:** Total Building Services (TBS)

**Contract Description:** Custodial Services 2015-2018  
\$33,278.24/month Oct 1 - Mar 31  
\$30,636.29/month April 1 - Sep 30

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 29, 2015

Ms. Angelike Ajroja  
Total Building Services, Inc.  
340 Bennett Road  
Elk Grove Village, Illinois 60007

**RE: *NOTICE TO PROCEED***  
***Custodial Services 2015-2018***

Dear Ms. Ajroja:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated service beginning January 1, 2015. We appreciate your continued service to the Village.

Please contact Frank Stec at 708-403-6139 or Dennis Wokurka at 708-403-6374 regarding any issues or concerns with the work.

All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462, or emailed to [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org).

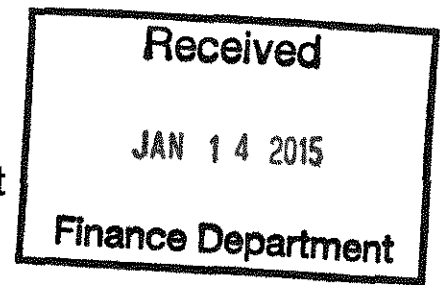
For your records, I have enclosed one (1) original executed contract dated the 29th day of December, 2014 in an amount of Thirty Three Thousand Two Hundred Seventy-Eight and 24/100 (\$33,278.24) Dollars per month October 1<sup>st</sup> through March 31<sup>st</sup> and Thirty Thousand Six Hundred Thirty-Six and 29/100 (\$30,636.29) Dollars per month April 1<sup>st</sup> through September 30<sup>th</sup>. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Frank Stec  
Annette Kopec

**Village of Orland Park  
Custodial Services Agreement**



**THIS AGREEMENT** made this **29th day of December, 2014** by and between TOTAL BUILDING SERVICES, INC. with its principal place of business at 340 Bennett Road, Elk Grove Village, Illinois 60007 ("Contractor"), and the VILLAGE OF ORLAND PARK, an Illinois home rule municipal corporation ("Village").

**WHEREAS**, the Contractor desires to provide the Village with janitorial and cleaning services; and

**WHEREAS**, the Contractor has submitted a proposal to the Village on October 16, 2014 ("Proposal") in which Contractor has made certain representations as to the services Contractor seeks to provide; and

**WHEREAS**, the Village seeks to contract for the provision of janitorial and cleaning services subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, representations and conditions hereinafter contained, the parties hereto agree as follows:

**ARTICLE 1: SCOPE**

- A. Contractor agrees to provide all custodial, cleaning and janitorial services described in Exhibit A, attached hereto and incorporated herein, at all of the following locations (collectively, "Buildings"), within The Village of Orland Park, Illinois

LOCATION	SQUARE FOOTAGE	FREQUENCY OF SERVICE
* Village Hall 14700 Ravinia Ave	43,000	5 days a week
Robert Davidson Center (RDC) 14700 Park Lane	8,300	7 days a week
143 <sup>rd</sup> Metra Station 143 <sup>rd</sup> & Southwest Highway	3,100	5 days a week
153 <sup>rd</sup> Metra Station 153 <sup>rd</sup> & 104th	1,803	5 days a week
179 <sup>th</sup> Metra Station 179 <sup>th</sup> & Route 6	1,000	5 days a week
Old Village Hall 14415 Beacon Avenue	3,000	5 days a week

LOCATION	SQUARE FOOTAGE	FREQUENCY OF SERVICE
Parks Office 14671 West Avenue	1,904	3 days a week M/W/F
Brown Building 150 <sup>th</sup> & West Avenue	1,595	5 days a week
Learning Ally 14600 Ravinia Avenue	4,000 Includes ½ cost of lobby & restrooms	5 days a week
*Recreation Administration 14600 Ravinia Avenue	6,410 Includes offices, hallway & stairwells and ½ cost of lobby & restrooms	5 days a week
* Recreation Building (FLC) 14650 Ravinia Avenue	34,000	7 days a week
** Police Station 151 <sup>st</sup> & Ravinia Avenue	68,000	7 days a week
Public Works Building 15655 Ravinia Avenue	10,000	5 days a week
E.S.D.A. 14415 Beacon Avenue	2,000	1 day a week
Cultural Center 14760 Park Avenue	32,000	5 days a week
**Civic Center 14750 Ravinia Avenue	14,675	5 days a week
*** Sportsplex 11351 W. 159 <sup>th</sup> Street	90,000	7 days a week

\*These buildings require one (1) full time person, eight (8) hours to float from building to building checking bathrooms, lobby areas, etc. for spot cleaning five days a week, Monday through Friday, in addition to regular nightly cleaning.

\*\*These buildings require one (1) part-time porter, four (4) hours per day five days a week.

\*\*\*For the period October 1<sup>st</sup> – March 31<sup>st</sup> this building requires one (1) full time person, two (2) shifts, seven (7) days a week, in addition to regular nightly cleaning. During summer hours at the Sportsplex (April 1 – September 30), the 1<sup>st</sup> and 2<sup>nd</sup> shifts will be combined into one shift from 10:30am – 7:00pm Monday thru Friday and 8:00am – 5:00pm Saturday and Sunday, and the 3<sup>rd</sup> shift will remain the same from 11:30pm – 7:30am seven (7) days per week.

NOTE: It would be to the Village's benefit if cleaning personnel can read and understand English.

- B. Contractor shall perform all cleaning and janitorial services, as described in and at the times and intervals designated in Exhibit "A", attached hereto and incorporated herein, in a manner satisfactory to the Village.

- C. Contractor agrees to furnish, at its expense, all necessary labor, cleaning supplies, uniforms and equipment, necessary to properly clean the Buildings, as described in Exhibit "A", attached hereto and incorporated herein.

## **ARTICLE 2: TERM OF SERVICES**

This agreement shall be for a term commencing **January 1, 2015 through and including December 31, 2018**. Thereafter, this Agreement may be renewed subject to both parties mutually agreeing on a negotiated fee and term, subject to Board of Trustees approval. The Village shall provide written notification to Contractor of its intention to renew this Agreement at least thirty (30) days prior to the expiration of the lease term.

## **ARTICLE 3: TERMINATION**

The Village may terminate this Agreement, with or without cause, upon 30 days written notice to Contractor. In addition, the Village may terminate this Agreement immediately, for cause, upon written notice. As used herein, the words "for cause" shall be deemed to be the following:

- A. Any failure by Contractor to comply fully with this Agreement, as determined in the Village's sole discretion;
- B. In the event Contractor shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; or, (2) consented to the appointment of a receiver or trustee of all or part of its property. In the event that an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within ten (10) days of such filing, the Agreement shall automatically terminate.
- C. Dishonesty on the part of Contractor or gross mismanagement of the Buildings by Contractor, as determined in the Village's sole discretion;
- D. Any act, omission or neglect by Contractor subjecting the Village to potential or actual criminal prosecution or to substantial penalty (civil or criminal) or fine, as determined in the Village's sole discretion;
- E. Failure by Contractor to comply with the Village's reasonable instructions or directions in connection with the cleaning of the Buildings, as determined in the Village's sole discretion;
- F. Failure by Contractor to advise the Village, with respect to any condition within Contractor's knowledge, affecting the Buildings and requiring the attention of the Village, as determined in the Village's sole discretion; or
- G. Failure of Contractor to abide by all insurance provisions of this Agreement or to timely make all insurance premium payments.
- H. The making of any false or misleading statement or misrepresentation to the Village by or on behalf of the Contractor:
  - 1) as part of its proposal, or
  - 2) as a part of this Agreement or any other agreement between the Village and the Contractor.

If the Village elects to terminate the Agreement in full, all services to be provided hereunder shall cease and all supplies owned by, rented by, or fully or

partly paid for by, the Village as may have been accumulated in performing this Agreement, or which are under the Contractor's control, shall be delivered by Contractor to the Village within seven (7) days after the date of receipt of the notice of termination. The Contractor shall immediately reimburse the Village for any damage to such supplies, whether or not caused by the Contractor. The Village shall have the right to request that it be assigned any subcontracts from the Contractor for services pursuant to ARTICLE 10 of this Agreement.

In the event Contractor receives a 30-day written termination notice, then, during the final thirty (30) days of its contract term, Contractor shall restrict its activities, and those of its subcontractors, if any, to winding down any reports, analysis, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment or reimbursement for any service actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in ARTICLE 6 hereof. No amount of compensation shall be allowed for anticipated profits on unperformed services. The payment so made to the Contractor shall be in full settlement for all services satisfactorily performed under this Agreement.

#### **ARTICLE 4: EMERGENCY SUSPENSION**

The Village may temporarily suspend any and all cleaning, janitorial and custodial operations of the Contractor, without hearing, if in the sole opinion of the Village Manager, the Contractor or its employees creates a situation or condition posing a health or safety hazard to the public or the Village's or Contractor's employees, or Contractor is charged in any court with an offense involving its fitness to hold any applicable permit, or otherwise engage in commercial cleaning activities.

#### **ARTICLE 5: REMOVAL OF PROPERTY**

Upon termination of the Agreement by lapse of time or otherwise, the Contractor shall promptly remove, at its own expense, its property from the Buildings, repair any damage to the Buildings, clean up any debris or garbage, and place the area surrounding the Buildings in a safe, sanitary and sightly condition. All such property not removed within thirty (30) days after this Agreement has been terminated shall thereupon become the sole and exclusive property of the Village.

#### **ARTICLE 6: COMPENSATION**

The Village, in consideration of the performance by Contractor of the provisions of this Agreement, agrees to pay Contractor for the term specified in ARTICLE 2, a sum of **\$33,275.24 per month October 1<sup>st</sup> through March 31<sup>st</sup> and \$30,638.29 per month April 1<sup>st</sup> through September 30<sup>th</sup>** (as detailed per building in proposal submitted October 16, 2014, revised November 11, 2014 to add the Civic Center), payable after receipt of the Contractor's invoice; for the time periods indicated pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

*12/29/15  
cost error \$3,00  
on detail sheet*

## **ARTICLE 7: Intentionally Omitted**

## **ARTICLE 8: CONTRACTOR'S INSURANCE**

Contractor shall procure and maintain for the duration of this Agreement, at the Contractor's sole expense, the types of insurance specified below, covering services under this Agreement, whether or not performed by Contractor:

- A. Insurance is to be placed with an insurer acceptable to the Village. The insurer must be authorized to do business in and be licensed by the Department of Insurance of the State of Illinois with coverage thereunder satisfactory to the Village and in no event less than the coverage set forth in Exhibit B, attached hereto.
- B. Certified copies of policies evidencing such insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village prior to the start of the Agreement Term. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed. Such policies shall also provide that the insurer shall notify the Village of the failure of Contractor to pay any premium when due and the Village may, but need not, pay same. Any such payment made by the Village shall be reimbursed by Contractor to the Village upon demand, and may be deducted by the Village from any amounts paid to Contractor.
- C. The foregoing are general insurance requirements only. If Contractor's activities or work performed shall, in the reasonable opinion of the Village, significantly increase any risk to the Village, the Village, in its sole discretion, at any time during the Term of this Agreement, may increase the amount(s) or type of insurance Contractor is required to provide.
  - a. If the Contractor creates an exposure not covered by the foregoing requirements, the nature of that exposure must be disclosed to, and pre-approved by, the Village.
- D. The Village reserves the right to change, modify or delete any or all of these insurance requirements, as it deems necessary and the Contractor warrants that it will comply with any additional insurance requirements which the Village imposes upon it, or any upon subcontractor performing work pursuant to this Agreement.
- E. Contractor shall ensure that all policies of insurance that are in any way related to the Buildings or the services performed by Contractor shall include clauses providing that each insurance carrier shall waive all rights of subrogation against the Village. Contractor expressly understands and agrees that any insurance maintained by the Village shall apply in excess of, and not contribute with, insurance provided by Contractor under this Agreement.

## **ARTICLE 9: INDEMNIFICATION**

The Contractor shall defend, indemnify and hold the Village, its trustees, officers, agents and employees harmless from all liability, claims, liens, losses, or causes of action for injury or death, or other damages, judgments, costs, damages and expenses of whatsoever kind including reasonable attorneys' fees and costs, which may in any way be suffered by the Village or any of its trustees, officers, agents or employees, or which may accrue against or be charged to or recovered from the Village or its trustees, officers, agents or employees which arise out of or are founded upon the activities or operations of Contractor; or for on account of any act or omission by Contractor or by any employee, agent, or representative of Contractor's in or about the Buildings. Contractor shall defend all such claims in the name of the Village and shall pay for all reasonable attorney's fees and expenses of the Village incurred as a result thereof.

Contractor agrees to indemnify and save harmless the Village against all loss and expense, by reason of liability imposed by law upon the Village for damages:

- A. because of bodily injury, including death at any time resulting therefrom, sustained by any officer, agent or employee of Contractor while at the Buildings, or elsewhere or while engaged in the performance of work under this Agreement;
- B. because of bodily injury, including death at any time resulting therefrom, sustained by and person or persons other than employees of Contractor while on or about the Buildings caused by the acts or omissions of Contractor; and/or
- C. because of injury to or destruction of property caused or occasioned directly or indirectly by Contractor, its servants, agents or employees. Contractor agrees to defend promptly and diligently, at its sole cost and expense, any claim, action or proceeding brought against the Village (a) arising out of or connected with any of the work to be performed under this Agreement, or (b) by any employee or former employee of Contractor arising out of or based upon the law, regulation, requirement, contract or award relating to the hours of employment, working conditions and/or wages or compensation of any such employee. It is expressly understood and agreed that the foregoing indemnification provisions shall survive the termination of this Agreement.

## **ARTICLE 10: SUBCONTRACTS AND ASSIGNMENTS**

Contractor shall not subcontract, assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or, without the express written consent of the Village. The absence of such provision or written consent shall void the attempted subcontract, assignment, delegation or transfer and shall be of no effect as to the services or this Agreement.

All subcontracts and any assignments are subject to approval by the Village. All subcontractors or assignments shall be, regardless of their form, deemed conditioned upon performance by the subcontractor or assignee in accordance with the terms and conditions of this Agreement including, without limitation, all insurance requirements; and if any subcontractor or assignee shall fail to observe or perform the terms and conditions of this Agreement to the satisfaction of the Village, the Village shall have the absolute right, upon written notification, to rescind approval forthwith and to require the performance of this



Agreement by Contractor personally or through any other approved subcontractor or assignee. Any approval for the use of sub-contractors or of assignees in the performance of the services under this Agreement shall under no circumstances operate to relieve Contractor of any of its obligations or liabilities hereunder.

Contractor, upon entering into any agreement with a subcontractor, shall furnish the Village with three (3) copies thereof. All subcontracts shall contain provisions that require the services to be performed in strict accordance with the requirements of this Agreement and shall provide that the subcontractors are subject to all the terms of this Agreement and shall include any provisions that the Village determines are appropriate. Provided that such Agreements do not prejudice any of the Village's rights under this Agreement, such agreements may contain different provisions that are provided herein with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the services.

The Contractor shall provide a conditional assignment acceptable in form and content to the Village to each of its subcontractors, which the Contractor shall sign and shall cause the subcontractor to sign, original copies of which shall be provided to the Village.

The Village reserves the right to assign or otherwise transfer all or any part of its interests hereunder.

#### **ARTICLE 11: PUBLICITY**

Contractor shall not, and shall not permit any subcontractor to, issue publicity news releases, grant press interviews or, except as may be required by law during or after the performance of this Agreement, otherwise publicly disseminate any information regarding the Buildings covered by this Agreement without the prior written consent of the Village. The Contractor shall not post any signs, plaques or other identification of its services in, on or adjacent to the Buildings without the prior written approval of the Village.

#### **ARTICLE 12: REQUESTS FOR RECORDS**

In the event Contractor or any subcontractor is presented with a request for any documents or information by any administrative agency or with a subpoena regarding any records, data, or documents related to this Agreement or the Buildings, Contractor or such subcontractor shall immediately give notice to the Village with the understanding that the Village shall have the opportunity to contest such process by any means available to it before such records, data or documents are submitted to a court or other third party, provided, however, that Contractor shall not be obligated to withhold such delivery beyond that time as may be ordered by any court or administrative agency, unless the subpoena is quashed or the time to produce is otherwise extended.

#### **ARTICLE 13: CONTRACTOR COVENANTS**

The Contractor hereby warrants and represents to, and covenants with, the Village as follows:

- A. Contractor shall fully carry out all activities and provide all services as required by and limited by this Agreement.

- B. Contractor shall furnish and maintain, at its own cost and expense, in good, usable condition, sufficient supplies and equipment to carry out its cleaning operations and services and shall maintain such supplies and equipment in a clean and orderly condition satisfactory to the Village Manager. At all times during the Agreement Term, Contractor shall maintain all work and rest areas in the Buildings and all personal property located therein in a clean, neat, orderly, and safe condition.
- C. Contractor represents and warrants that it is familiar with and shall specifically comply with any and all requirements for operation of a commercial contract cleaning service, as defined in the applicable statutes, codes, ordinances and regulations of the Village, County of Cook and State of Illinois.
- D. Contractor shall ensure that it will employ and erect all proper safeguards, barriers and warning signs to protect Contractor's and the Village's employees, visitors and the general public from injury due to its cleaning operations and services pursuant to this Agreement and shall be solely responsible for the failure to provide such safeguards.
- E. Contractor agrees to make prompt restitution by cash and to repair or replace, at its own expense, any damage caused by its employees or agents, or for any other damages for which the Contractor is liable, to the satisfaction of the Village.
- F. Contractor shall ensure that its employees or agents neither use nor bring into the Buildings any intoxicating or alcoholic beverages nor permit improper or immoral conduct on the part of its officers or employees, while on Village property.
- G. Contractor shall abide by the laws of the United States, State of Illinois, and all applicable Village codes, ordinances and regulations.
- H. Contractor agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, Illinois Human Rights Act, and Americans with Disabilities Act and all applicable rules and regulations promulgated thereunder and all amendments made thereto, and Contractor represents, certifies and agrees that no person shall be denied employment opportunity by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service.
- I. Contractor shall make all necessary applications for a federal identification tax number, state sales tax number and a payroll tax number; and to file all tax returns as required by law.
- J. Contractor shall maintain itself in good standing to do business under the laws of the State of Illinois.
- K. Contractor shall employ at its own cost and expense, a sufficient number of qualified personnel, including an on-site manager for all of its cleaning operations in the Buildings and agrees that the cleaning and janitorial services provided by such personnel shall be provided in a thorough, businesslike and efficient manner. As designated by the Village Manager, Village employees may require individual Contractor employees to perform particular tasks and/or modify behavior which such Village employees deem necessary and in compliance with Contractor's obligations under this paragraph, including, without limitation, requiring that Contractor's employees repeat particular cleaning or janitorial work, if such work as previously performed is not to the Village's satisfaction, reasonably requiring that

particular tasks, though not specifically listed in Exhibit "A", are performed, prohibiting rudeness to Village employees or the public and preventing poor sanitation practices.

- L. Contractor shall train and closely supervise all employees so that they consistently maintain and practice a high standard of cleanliness, courtesy and service. All employees shall wear uniforms in a form satisfactory to the Village, making them clearly identifiable as employees of Contractor.
- M. Contractor agrees to adhere to all Federal, State and Local laws, rules and regulations that may pertain to the commercial cleaning and custodial industry, including but not limited to, paying for all necessary licenses, permits and inspections.

#### **ARTICLE 14: ADDITIONAL STANDARDS OF PERFORMANCE**

The Contractor shall perform all services required of it under this Agreement with that degree of skill, care and diligence shown by a professional in its area of services. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Village. Contractor shall at all times use its best efforts on behalf of the Village and the Buildings to assure timely and satisfactory rendering and completion of its services.

Contractor shall at all times act in the best interest of the Village consistent with its professional obligations assumed by it in entering into this Agreement. Contractor shall perform all services in accordance with the terms and conditions of this Agreement and to the satisfaction of the Village. Contractor agrees to furnish efficient business administration and supervision to render and complete the services at reasonable cost.

Contractor shall perform or cause to be performed all services required by the Agreement. Contractor shall assure that all services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor shall remain responsible for the professional and technical accuracy of all services or documents furnished, whether by Contractor or its subcontractors or another on its behalf. All documents shall be prepared in a form and content satisfactory to the Village and shall be delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, at the Village's option, Contractor shall perform again, at its own expense, any and all services required to be repeated as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the services by the Village shall not relieve Contractor of its responsibility to perform the services as required by this Agreement and for the professional and technical accuracy of its services and documents. This Article in no way limits the Village's rights against Contractor either under this Agreement, at law or in equity.

#### **ARTICLE 15: NONDISCRIMINATION**

Contractor shall comply with all applicable federal, state and local nondiscrimination laws, rules and regulations.

**ARTICLE 16: TIME OF ESSENCE**

Contractor shall use its best efforts to provide services and documents within the time limits required under this Agreement and as requested by the Village. Contractor acknowledges that sometimes deadlines for services are dictated by the requirements of agencies or events outside the control of the Village, and further acknowledges that failure by the Contractor to meet these deadlines may result in economic or other losses to the Village and that in those circumstances, in particular, time is of the essence.

**ARTICLE 17: NO DAMAGES FOR DELAY**

The Contractor agrees that neither it, nor any subcontractors shall make any claims against the Village for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the Village in the performance of the Contractor's services. If the Contractor's performance of its services is delayed by causes beyond Contractor's or its subcontractors' reasonable control, the term for performance under this Agreement may be extended by the Village, in its sole discretion, to reflect the extent of the delay, provided that Contractor shall have given the Village written notice within ten (10) days of the commencement of such delay and shall have received the Village's approval of the extension. The notice by Contractor shall include a description of the reasons for the delay and the steps Contractor has taken or will take to mitigate the schedule effects of the delay. By permitting Contractor to proceed with its services, or any part of them, after an extension, the Village in no way waives any right under this Agreement, at law or in equity.

**ARTICLE 18: SPECIAL CONDITIONS**

Warranties and Representations: In connection with the execution of this Agreement, Contractor warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, subcontractors, if any, are competent to perform the services required under this Agreement; and that Contractor is legally authorized to execute and perform this Agreement under the terms and conditions stated herein.
- B. That Contractor shall not knowingly use the services of any ineligible contractor or consultant for any purpose in the performance of its services under this Agreement.
- C. That Contractor and its subcontractors, if any, to the best of its knowledge, are not in default on any contract at the time of the execution of this Agreement.
- D. That Contractor has carefully examined and analyzed the provisions and requirements of this Agreement and acknowledges that it understands the nature of the services required; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that it was permitted access to any person or information in connection with its preparation.
- E. That the Contractor can and shall perform the services in accordance with the provisions and requirements of this Agreement.

- F. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the Village has induced Contractor to enter into this Agreement or has been relied upon by Contractor including any with reference to:
- 1) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
  - 2) the nature of the services to be performed;
  - 3) the nature, quality, or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
  - 4) the general conditions which may in any way affect this Agreement or its performance;
  - 5) any other matters, whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiations thereof, any discussions thereof, the performances thereof or those employed therein or connected or concerned therewith.
- G. That Contractor acknowledges that it was given ample opportunity and time and was requested by the Village to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which is desired or on which it wished to place reliance; that it did so review those documents, and that either every such statement, representation, promise or provision had been included in this Agreement or else, if omitted, that Contractor expressly hereby relinquishes the benefit of any such omitted statement, representation promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.
- H. That Contractor acknowledges that the Village, in its selection of Contractor to perform the services hereunder, materially relied upon Contractor's proposal and any related documents; that the aforesaid information was accurate at the time it was made; that no material changes in it have or will be made without the express written consent of the Village; and that the Village relied among other things during negotiations for this Agreement, on Contractor's statements and representations that Contractor holds itself to very high standards of quality and professionalism as a firm in its area of service.
- I. That any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty and, if false, is also cause for termination pursuant to ARTICLE 3.

#### **ARTICLE 19: JOINT AND SEVERAL LIABILITY**

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor shall be the joint and several obligation or undertaking of each such individual or other legal entity.

**ARTICLE 20: BUSINESS DOCUMENTS AND DISCLOSURE OF OWNERSHIP INTEREST AND OTHER CERTIFICATIONS**

Contractor shall provide copies of its latest Articles of Incorporation, By-laws and Resolutions and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names and certifications of good standing with the Office of the Secretary of State of Illinois. Contractor shall provide the Village such other affidavits or certifications as may be required by federal, state, local and Village law in the award of public contracts, all to be attached under Exhibit C and incorporated by reference into this Agreement as if set forth here. Contractor shall further cause its subcontractors, if any, to submit all such documents to the Village.

**ARTICLE 21: NO LIENS**

The Contractor shall not allow any mechanic's liens for labor or materials furnished, or alleged to be furnished, to the Contractor, to attach to any portion of Buildings or any funds belonging to the Village. If any lien so attaches, the Village may remove it at the Contractor's sole expense and offset the cost against the Contractor's compensation. The Contractor shall reimburse the Village for any such costs not so offset.

This provision shall apply to all material and labor furnished, or alleged to be furnished, to the Contractor in connection with its Services under this Agreement, whether for the Buildings or otherwise.

**ARTICLE 22: INDEPENDENT SUBCONTRACTOR**

The Contractor agrees that it is acting as an independent contractor in performing under this Agreement and nothing herein is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the Village and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative or employee of the Village for any purpose or in any manner whatsoever; provided, however, that when Contractor procures goods or services to perform this Agreement pursuant to the provisions of ARTICLE 1 and Exhibit "A" of this Agreement, it shall be deemed to be acting in a fiduciary capacity for the Village and shall be held to a fiduciary standard in performing such duties.

Neither Contractor nor any employee or agent of Contractor is an employee or agent of the Village and therefore, is not entitled to any benefits provided employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to the Agreement at the request or with the actual or implied consent of Contractor may represent him or herself to others as an employee or agent of the Village. Should any person indicate to Contractor or any employee or agent of Contractor, by written or oral communication, course of dealing, or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services for cleaning the Buildings, Contractor shall do so in Contractor's own business name and not in the name of the Village.

## **ARTICLE 23: GENERAL CONDITIONS**

### **A. Entire Agreement:**

This Agreement, and the Exhibits attached hereto and incorporated herein (including the Specifications and Instructions for Custodial Services, Proposal of October 16, 2014, revised November 11, 2014 to add Civic Center, with all attachments thereto, and Insurance Requirements), shall constitute the entire agreement between the parties and no other warranties, inducements, consideration, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

### **B. Waiver**

The waiver by the Village of any breach, default, or noncompliance by the Contractor under any provision of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach, default or non-compliance on the part of the Contractor, of the same or any other provision. The acceptance of any payment by the Village shall not be deemed to constitute a waiver of any prior or later occurring breach or default by Contractor of any provision of the Agreement regardless of the Village's knowledge of such breach or default at the time of its acceptance of such payment.

## **ARTICLE 24: ADDITIONAL REPRESENTATIONS BY CONTRACTOR**

A. Contractor represents and covenants that no employee or agent of the Village (1) has been employed or retained to solicit or aid in the procuring of this Agreement; (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to the Village.

B. The Contractor, by execution of this Agreement, hereby certifies that Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4). A copy shall be provided upon Village's request.

## **ARTICLE 25: NOTICES**

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is either hand delivered or sent by certified mail, return receipt requested and deposited with the United States Postal Service, with postage thereon prepaid, addressed to the other party at the following addresses:

If to the Village:

Village of Orland Park  
Denise Domalewski  
Contract Administrator  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462  
(708)403-6173  
ddomalewski@orlandpark.org

If to the Contractor:

Angelike Ajroja, President  
Total Building Services, Inc.  
340 Bennett Road  
Elk Grove Village, Illinois 60007  
Ph: 847-439-1030 Fax: 847-439-2379  
Email: aajroja@totalbuildingservice.com

The parties may designate, in writing, any further or different addresses to which subsequent notices shall be sent.

#### **ARTICLE 26: AMENDMENTS**

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Contractor and of the Village.

This Agreement, including all Exhibits attached hereto, represents the entire, integrated agreement between the parties hereto and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. The Contractor agrees that the decision of the Village Manager relative to the proper performance of the terms of this Agreement shall be final and conclusive as to each matter not covered in this Agreement that may arise in connection with the privileges granted, as to each matter which is not clearly specified herein.

#### **ARTICLE 27: APPLICABLE LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in Cook County, Illinois.

#### **ARTICLE 28: COUNTERPARTS**

This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

#### **ARTICLE 29: ADDITIONAL DOCUMENTS**

The parties hereof agree to execute such additional documents as may be required from time to time to further carry out the purpose and intent of the provisions hereof.

#### **ARTICLE 30: SEVERABILITY**

If any provisions of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the



extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.


**ARTICLE 31: ASSIGNS**

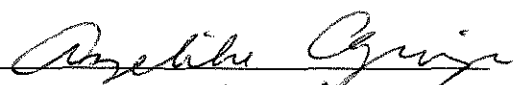
All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns, as permitted herein.

**IN WITNESS THEREOF**, the parties hereto have caused this instrument to be executed by their duly authorized representative the day and year first above written.

**VILLAGE OF ORLAND PARK**

**TOTAL BUILDING SERVICES, INC.**

By:   
Name: Paul G. Grimes  
Title: Village Manager  
Date: 1/15/15

By:   
Name: Angelika Ajroja  
Title: President  
Date: January 5, 2015

**ORLAND PARK – NEW BID 1/1 THROUGH 12/31/15**

FACILITY	MONTHLY RATE
1. Village Hall	\$4,104.81
2. RDC	\$1,183.99
3. 143 <sup>rd</sup> Metra	\$396.29
4. 153 <sup>rd</sup> Metra	\$264.20
5. 179 <sup>th</sup> Metra	\$264.20
6. Old VH	\$264.20
7. Parks Office	\$161.45
8. Brown Bldg.	\$267.20
9. Learning Ally	\$283.77
10. Rec Admin	\$689.84
11. FLC	\$3,752.55
12. Police	\$5,660.11
13. PW	\$1,144.85
14. ESDA	\$53.82
15. Cultural Center	\$993.18
<b>Total</b>	<b><del>\$19,481.46</del> <u>19,484.46</u></b>
16. Sportsplex (Winter)	\$12,343.78
17. Sportplex (Summer)	\$9,701.83

This price would be the same for the 3 additional years of the contract (1/1/16 – 12/31/18)

**Civic Center** **\$1,450**

<b>Total</b>	<b>Winter: <del>\$33,275.24</del> <u>33,278.24/month</u></b>
	<b>Summer: <del>\$30,633.29</del> <u>30,636.29/month</u></b>

**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.

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.

Total Building Service, Inc. (Corporate Seal)  
Business Name

Angelike Ajroja  
Signature

Angelike Ajroja  
Print or type name

President  
Title

January 5, 2015  
Date

TAX CERTIFICATION

I, Angelike Ajroja, having been first duly sworn depose and state as follows:

I, Angelike Ajroja, am the duly authorized agent for Total Building Service, Inc., which has submitted a proposal to the Village of Orland Park for

Janitorial Cleaning and I hereby certify  
(Name of Project)

that Total Building Service is not

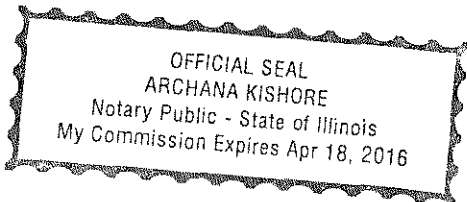
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- 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: [Signature]  
Title: President

Subscribed and Sworn To  
Before Me This 12 Day  
of January, 20 13

[Signature]  
Notary Public



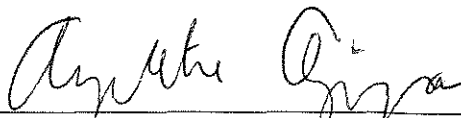
**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

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

I, Angelike Ajroja, being first duly sworn certify and say  
that I am President

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

of Total Building Service, 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

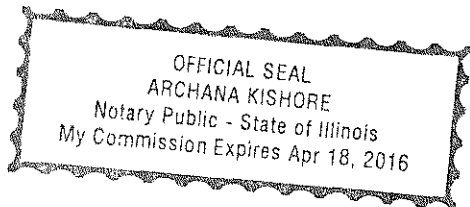
Subscribed and Sworn To

Before Me This 12 Day

of January, 20 15



\_\_\_\_\_  
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)

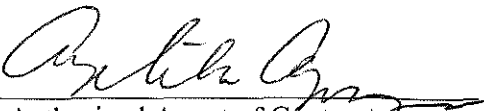
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

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

I, Angelike Ajroja, having submitted a proposal for Total Building Service, Inc.  
(Name) (Name of Contractor)

for Janitorial Cleaning 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).

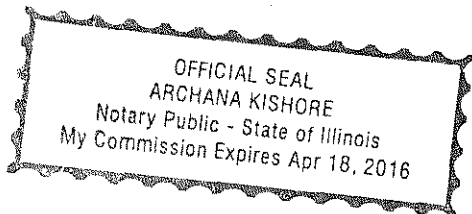
By:   
Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 12 Day

of January, 2015

  
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: Anselite Asojan

ATTEST: [Signature]

DATE: January 15, 2015



**EXHIBIT B  
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

**3<sup>RD</sup> PARTY EMPLOYEE DISHONESTY BOND**

\$250,000

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. 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 5<sup>th</sup> DAY OF January, 2015

Angelike Ajroja  
\_\_\_\_\_  
Signature  
Angelike Ajroja, President  
Printed Name & Title

Authorized to execute agreements for:  
Total Building Service, Inc.  
\_\_\_\_\_  
Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

TOTAL-4

OP ID: DR

DATE (MM/DD/YYYY)

12/31/14

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).

<b>PRODUCER</b> Corkill Insurance Agency, Inc. 25 Northwest Pt Blvd Ste 625 Elk Grove Village, IL 60007 Tim Heublein	<b>Phone: 847-758-1000</b> <b>Fax: 847-758-1200</b>	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C, No):</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Society Insurance</b></td> <td>15261</td> </tr> <tr> <td>INSURER B : <b>Pekin Insurance Company</b></td> <td>24228</td> </tr> <tr> <td>INSURER C : <b>Employers Assurance Company</b></td> <td></td> </tr> <tr> <td>INSURER D : <b>Selective Insurance Group</b></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Society Insurance</b>	15261	INSURER B : <b>Pekin Insurance Company</b>	24228	INSURER C : <b>Employers Assurance Company</b>		INSURER D : <b>Selective Insurance Group</b>		INSURER E :		INSURER F :
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INSURER F :															
<b>INSURED</b> <b>Total Building Service, Inc.</b> <b>340 Bennett Drive</b> <b>Elk Grove Village, IL 60007</b>															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

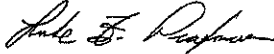
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	CBP 459454	12/31/14	12/31/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	00P661319	12/31/14	12/31/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UXL 459457	12/31/14	12/31/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X	WCV4218593	12/31/14	12/31/15
D	Crime Bond			B6014566	11/30/14	11/30/15	Limit 1,000,000

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

The Village of Orland Park, & their respective officers, trustees, directors, employees and agents as Additional Insured on the General Liability (Umbrella follows form) if required by written contract. Coverage afforded to the Additional Insured is primary & non-contributory when required by written contract. A Waiver of Subrogation applies on the

**CERTIFICATE HOLDER****CANCELLATION**

<b>VILLORL</b>  Village of Orland Park 14700 Ravinia Avenue Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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**NOTEPAD:**

HOLDER CODE **VILLORL**  
INSURED'S NAME **Total Building Service, Inc.**

**TOTAL-4**  
**OP ID: DR**

**PAGE 2**  
**DATE 12/31/14**

**General Liability, Auto, & Workers' Compensation Policies (Umbrella follows form) if required by written contract.**

**Attached: SAI-46**