

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

**Legistar File ID#:** 2018-0430

**Innoprise Contract #:** C18-0112

**Year:** 218

**Amount:** \$32,100.00

**Department:** BIS - Frank Florentine

**Contract Type:** Service

**Contractors Name:** TKB Associates, Inc.

**Contract Description:** Laserfiche® Electronic Document Management Software

MAYOR  
Keith Pekau

VILLAGE CLERK  
John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
708.403.6100  
OrlandPark.org



TRUSTEES

Kathleen M. Fenton  
James V. Dodge  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

September 10, 2018

Mr. Jerry Breitbarth  
TKB Associates, Inc.  
9459 Enterprise Drive  
Mokena, Illinois 60448

**NOTICE TO PROCEED - Laserfiche® Electronic Document Management Software**

Dear Mr. Breitbarth:

This notification is to inform you that the Village of Orland Park has received all necessary contracts documents in order for work to commence on the above stated project as of September 5, 2018.

Please contact Frank Florentine at 708-403-6212 or fflorentine@orlandpark.org to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated August 29, 2018 in an amount not to exceed Thirty Two Thousand One Hundred and No/100 (\$32,100.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

  
Denise Domalewski  
Purchasing & Contract Administrator

Encl:

cc: Frank Florentine

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[orlandpark.org](http://orlandpark.org)



**TRUSTEES**  
Kathleen M. Fenton  
James V. Dodge  
Patricia A. Gira  
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Daniel T. Calandriello  
Michael F. Carroll

August 30, 2018

Mr. Jerry Breitbarth  
TKB Associates, Inc.  
9459 Enterprise Drive  
Mokena, Illinois 60448

**NOTICE OF AWARD – Laserfiche® Electronic Document Management Software**

Dear Mr. Breitbarth:

This notification is to inform you that on August 20, 2018, the Village of Orland Park Board of Trustees approved awarding TKB Associates, Inc. the contract in accordance with the revised proposal you submitted dated June 12, 2018, for Laserfiche® Electronic Document Management Software for an amount not to exceed Thirty Two Thousand One Hundred and No/100 (\$32,100.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by September 14, 2018.

- I am attaching the Contract for Laserfiche® Electronic Document Management Software. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Please 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.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, and completed W-9 are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed

letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

cc:     Frank Florentine  
          Mary Klinger



ORLAND PARK

Laserfiche® Electronic Document Management Software  
(Contract for Services)



This Contract is made this 29th day of August, 2018 by and between VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and TKB ASSOCIATES, 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  
The Instructions to Proposers  
This Contract  
The Terms and Conditions  
The revised proposal dated 6/12/2018 as it is responsive to the VILLAGE'S requirements  
Certificate of Compliance  
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:

Provide Laserfiche® Avante EDM software platform, implementation, training, and first year annual maintenance as detailed in the pricing proposal dated 6/12/18 as it responds to the RFP documents and Village requirements

(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:

Software (5 users)	\$17,990
One year support	\$ 3,675
10% Gov't Discount	(\$ 2,165)
Professional Services	\$12,600
(configuration, integration, training)	

**TOTAL:** an amount not to exceed Thirty Two Thousand One Hundred and No/100 (\$32,100.00) Dollars.

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

**SECTION 4: TERM OF THE CONTRACT:** The TERM of the contract herein granted shall begin with the Notice to Proceed and continue for one (1) year from the "Go Live" date, which is anticipated to be within 8 weeks of project kick-off. This Contract shall terminate one year from "Go Live" date, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

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

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

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

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

**To the VILLAGE:**

Denise Domalewski  
Purchasing & 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@orlandpark.org](mailto:ddomalewski@orlandpark.org)

**To the CONTRACTOR:**

Jerry Breitbarth  
President  
TKB Associates, Inc.  
9459 Enterprise Drive  
Mokena, Illinois 60448  
Telephone: 708-478-4100  
Facsimile: 708-478-4167  
e-mail: [jbreitbarth@tkbassociates.com](mailto:jbreitbarth@tkbassociates.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: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

**SECTION 14: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

By:

Print Name: Joseph S. LaMorgo

Title: Village Manager

Date: 8/6/18

FOR: THE CONTRACTOR

By:

Print Name: Gerard J. Breitbart

Title: PRESIDENT

Date: 08/31/2018

Updated Itemized Avante Laserfiche Scope Pricing – 06/12/2018

Product	Description	Qty	Price	Total
	<b>Server Licenses</b>			
MSE30	Laserfiche Avante for MS SQL with Workflow	1	\$5,000.00	\$5,000.00
MSE30B	Laserfiche Avante for MS SQL with Workflow Annual LSAP (1 Yr.)	1	\$1,000.00	\$1,000.00
MPD	Laserfiche Weblink Distribution Portal (Includes 5 Concurrent Web Link Only Retrieval Connections)	1	\$7,995.00	\$7,995.00
MPDB	Laserfiche Weblink Distribution 5 User Public Portal Annual LSAP (1 Yr.)	1	\$1,590.00	\$1,590.00
	<b>Named User Licenses</b>			
MNF16	Laserfiche Named user with Web Access, Mobile, Snapshot and Email	5	\$600.00	\$3,000.00
MNF16B	Laserfiche Named user with Web Access, Mobile, Snapshot and Email Annual LSAP (1 Yr.)	5	\$120.00	\$600.00
MATX	Laserfiche Standard Audit Trail	5	\$75.00	\$375.00
MATXB	Laserfiche Standard Audit Trail Annual LSAP (1 YR.)	5	\$15.00	\$75.00
	Laserfiche Forms Essentials		Included	Included
	Laserfiche Forms Essentials Annual LSAP		Included	Included
	<b>Additional Laserfiche Software</b>			
MCNC	Laserfiche Connector	5	\$25.00	\$125.00
MCNCB	Laserfiche Connector Annual LSAP (1 YR.)	5	\$5.00	\$20.00
MCA01	Laserfiche Import Agent	1	\$1,495.00	\$1,495.00
MCA01B	Laserfiche Import Agent Annual LSAP (1 YR.)	1	\$390.00	\$390.00
	<b>Subtotal Software (Before 10% Govt. Discount)</b>			\$17,990.00
	<b>Subtotal 1 Year Support (Before 10% Govt. Discount)</b>			\$3,675.00
	<b>10% Government Discount on Laserfiche Software &amp; LSAP</b>			(\$2,165.00)
	<b>Total Laserfiche Software Investment (Includes 1 Year LSAP for all products)</b>			\$19,500.00
	<b>Professional Services</b>			
INSTALL/CONFIG	Vendor will perform initial review of business processes and paper documents to develop a strategy for enterprise content management system design. Vendor will provide all required software and licenses. Vendor will design and build centralized Laserfiche repository based on Avante for SQL server and perform necessary configuration including but not limited to: create index templates for various document types, setup document and page level security, and create	24	\$150.00	\$3,600.00

	repository access levels for appropriate groups and users.			
INTEGRATE	Vendor will integrate Laserfiche with Tyler Technologies EnerGov Systems Software with Laserfiche Connector.	12	\$150.00	\$1,800.00
INTEGRATE	Vendor will integrate Laserfiche with Harris Innoprise Software with Laserfiche Connector.	12	\$150.00	\$1,800.00
CONFIG	Develop complete and detailed workflows	12	\$150.00	\$1,800.00
TRAINING	Vendor will provide training for named license users, administration, workflow and Laserfiche Forms for IT personnel.	24	\$150.00	\$3,600.00
<b>Subtotal Professional Services</b>				<b>\$12,600.00</b>
<b>Grand Total – Software, LSAP &amp; Professional Services</b>				<b>\$32,100.00</b>

ID	Task Name	Start	Finish	Duration
1	<b>Project Laserfiche Kick-Off</b>	Mon 9/17/18	Wed 10/3/18	13 days
2	Server Set up	2 days		
3	Analysis & Planning of Software / Integration Consulting	1 day		
4	Order Software & Receive License Keys	1-2 days		2 days
5	Installing Hardware & Testing	1 day		
6	Laserfiche Software Installation	1 - 2 days		2 days
7	Build Laserfiche Workflows	1-2 days		2 days
8	Build Laserfiche Integrations	2-3 days		3 days
9	System Testing	1 day		1 day
10	Implementation Consulting	1 day		1 day
11	<b>Acceptance Testing Performance and Approved</b>	Thu 10/4/18	Wed 10/10/18	5 days
12	End-User Training	1-2 days		2 days
13	System Administrator Training	1 day		1 day
14	Hands-on Training	1-2 days		2 days

## Required Forms

## **PROPOSAL SUMMARY SHEET**

**RFP # 18-014**

## Electronic Document Management Software/Hardware Laserfiche® Implementation Partner

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

Organization Name: TKB Associates, Inc.

Street Address: 9459 Enterprise Drive

City, State, Zip: Mokena, IL 60448

Contact Name: Jerry Breitbarth

Phone: 708-478-4100

Fax: 708-478-4167

E-Mail address: [jbraitbarth@tkbassociates.com](mailto:jbraitbarth@tkbassociates.com)

**Signature of Authorized Signee:**



Title: President

Date: 04/30/2018

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

## **CERTIFICATE OF COMPLIANCE**

The undersigned Gerald J. Breitbarth, as President  
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of TKB Associates, Inc., Certifies that:  
*(Enter Name of Business Organization)*

## 1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes  No

**Federal Employer I.D. #:** 36-4355901  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes  No

The Proposer is eligible to enter into public contracts, and 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

3) SEXUAL HARRASSMENT POLICY: Yes  No

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 (the "Department") and the Human Rights Commission (the "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."

4) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes  No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 subVendor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subVendors; and further it will promptly notify the contracting agency and the Department in the event any subVendor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subVendor 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. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer'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 the Proposer 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.

5) **TAX CERTIFICATION:** Yes  No

Vendor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

**6) AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Vendor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**



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Signature of Authorized Officer

Gerald J. Breitbarth

Name of Authorized Officer

President

Title

04/30/2018

Date

## INSURANCE REQUIREMENTS

*Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's*

**WORKERS COMPENSATION & EMPLOYER LIABILITY** \$1,000,000 – Each Accident \$1,000,000 –  
Policy Limit \$1,000,000 – 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

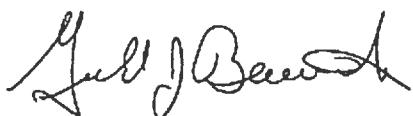
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

**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 Vendor 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 Vendor, or any subVendor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the Vendor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected Vendor, 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 proposer.

ACCEPTED & AGREED THIS 30TH DAY OF MARCH, 2018



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Signature

Gerald J. Breitbarth

Printed Name & Title

Authorized to execute agreements for: TKB Associates, Inc.

Name of Company



TKBASSO-01

**AROMANO**

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
09/04/2018

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 have ADDITIONAL INSURED provisions or 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> <b>Grade Insurance Group, Inc.</b> <b>219 N White Street</b> <b>Frankfort, IL 60423</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (815) 464-8800</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No): (815) 464-8971</b>	
<b>INSURED</b>  <b>TKB Associates Inc</b> <b>9449 Enterprise Dr</b> <b>Mokena, IL 60448</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		
		<b>INSURER A : Pekin Insurance Company</b>		<b>NAIC #</b> <b>24228</b>
		<b>INSURER B :</b>		
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

## COVERAGES

**CERTIFICATE NUMBER:**

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**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.

INSURANCE CONDITIONS OF POLICY CLAIMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CL0122990	05/03/2018	05/03/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 2,000,000 \$ 100,000	
								MED EXP (Any one person)	\$ 5,000	
								PERSONAL & ADV INJURY	\$ 2,000,000	
								GENERAL AGGREGATE	\$ 4,000,000	
								PRODUCTS - COMP/OP AGG	\$	
									\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:									
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC	OTHER:						
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (EA accident)	\$	
	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
	Hired AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
								PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB		OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB		CLAIMS-MADE					AGGREGATE	\$	
	DED	RETENTION \$							\$	
<b>A</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y	N/A	00WC85221	05/03/2018	05/03/2019	X PER STATUTE	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)							E.L. EACH ACCIDENT	\$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 100,000	
	Property					CL0122990	05/03/2018	05/03/2019	E.L. DISEASE - POLICY LIMIT	\$ 500,000
								Business Property	202,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
**Excluded Officer: Jerry Braitbarth**

**The Village of Orland Park is included as an additional insured under the general liability policy when required by written contract. Waivers of subrogation apply in favor of the additional insured with respect to the general liability and workers compensation policies.**

**CERTIFICATE HOLDER**

## CANCELLATION

**Village of Orland Park  
14700 Ravinia Ave.  
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**

ACORD 25 (2016/03)

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