# CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0680 Innoprise Contract #: C14-0005

Year: 2014-16 Amount:

**Department:** Development Services - Nick Klimenko

Contract Type: Services

Contractors Name: Elevator Inspection Services Co., Inc.

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

2-year terms

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



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

**VILLAGE HALL** 

January 31, 2014

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

RE: NOTICE TO PROCEED

Elevator Inspection & Plan Review Services 2014-16

Dear Mr. Gray:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of December 11, 2013. I apologize for the delay in returning the fully executed contract to you.

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

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

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

Sincerely,

Denise Domalewski

Contract Administrator

cc:

Nick Klimenko Melissa King

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

14700 S. Ravinia Avenue Orland Park, Illinois 60462 (708) 403-6100 www.orlandpark.org



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

TRUSTEES

December 9, 2013

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

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

Dear Mr. Gray:

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

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

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

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

Sincerely,

Contract Administrator

cc: Nick Klimenko

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

This Contract is made this **9th day of December**, **2013** by and between the <u>Village of Orland</u>

Park (hereinafter referred to as the "VILLAGE") and <u>Elevator Inspection Service Co., Inc.</u>

(hereinafter referred to as the "CONTRACTOR").

#### WITNESSETH

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

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

The Request for Proposals, issued October 7, 2013

The Instructions to Proposers

This Contract

The Terms and Conditions

The Proposal dated October 21, 2013, as it is responsive to the VILLAGE'S RFP requirements

All Certifications required by the Village

Certificates of insurance

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

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

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

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

Service	Inspection Fees	Bille	d to:
Routine Safety Inspection, semi-annual	\$25.00 per unit	The '	Village
Routine Safety Re-inspection	\$20.00 per unit	The V	Village
Plan Review - New Construction Shop Drawing	\$40.00 per unit	The '	Village
Construction Inspections (permits)	\$40.00 per unit	The V	Village
Construction, Re-inspections (permits)	\$40.00 per unit	The I	Business
Witnessing of annual pressure testing	\$125.00 per	unit	The Business

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

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

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

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

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

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

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

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

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

#### To the VILLAGE:

Denise Domalewski, Contract Administrator Village of Orland Park 14700 South Ravinia Avenue Orland Park, Illinois 60462 Telephone: 708-403-6173 Facsimile: 708-403-9212

e-mail: ddomalewski@orland-park.il.us

#### To the CONTRACTOR:

Thomas Gray Elevator Inspection Service Co., Inc. 745 McClintock Drive, Ste 235 Burr Ridge, Illinois 60527 Telephone: 630-323-6541 Facsimile: 630-323-7149

e-mail: info@elevator-inspection.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

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

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

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

SECTION 13: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE	FOR: THE CONTRACTOR
By:	By: House From
Print Name: Paul G. Grimes	Print Name: THOMAS GRAY
Village Manager	DIRECTOR Its: <u>BUSINESS DEVELOPMENT</u>
Date: 12/16/13	Date: Desember 11, 2013

# PROPOSAL SUMMARY SHEET

# **Elevator Inspection & Plan Review Services**

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

Organization Name: ELEVATOR INSPECTION SERVICE CO., INC.				
Street Address: 745 MCCUNTOCK DR	, SUITE 235			
City, State, Zip: BURR RIDGE, IL 60	527			
Contact Name: THOMAS GRAY				
Phone: <u>630-323-6541</u> Fa	x:_630-323-7149			
E-Mail address: Info@elevator-inspec	tion-com			
FEIN#: 36-2899533				
Description	Unit Price			
SA Safety Inspection	\$ <u>25∞</u>			
SA Safety Re-Inspection	\$ 2000			
Plan Review	\$ 4000			
New Construction Inspection	\$ 4000			
New Construction Re-Inspection \$ 4000				
Signature of Authorized Signee: Frances France				
Title: DIRECTOR BUSINESS DEVELOPMENT				
Date: <u>CCTOBER 21, 2013</u>	The contract of the contract o			

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

# **BUSINESS ORGANIZATION:**

Sole Proprietor: An individual whose	e signature is affixed to this proposa	al.
Partnership: Attach sheet and state principals and/or partners. Provide percent of		
Corporation: State of incorporation: Provide a disclosure of all officers and printing incorporation and indicate if the corporation is Corporation disclosure and authorization states.	ncipals by name and business add authorized to do business in Illinois	S.
In submitting this proposal, it is understood the reject any or all proposals, to accept an alter any proposal.		
In compliance with your Request for Propoundersigned offers and agrees, if this proposa		=
ELEVATOR INSPECTION SERVICE CO., INC., Business Name	(Corporate Seal)	
Signature Tray	THOMAS GRAY Print or type name	
DIRECTER BUSINESS DEVELOPMENT	<u>Сстава</u> 21, 2013 Date	

# Supplement to RFP page 21. "BUSINESS ORGANIZATION"

# Corporation Disclosure

Officers and principals: Frank Cervone, President Elevator Inspection Service Co., Inc. 745 McClintock Dr., Suite 235 Burr Ridge, IL 60527

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

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

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

# CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

THIS CERTIFICATION MUST BE EXECUTED.

1. ANTHONY J. DIBIASE	, being first duly sworn certify
and say that I am <u>SECRETARY, GENERAL M</u> (insert "sole owner," "partner,"	ANAGER president," or other proper title)
of <u>ELEVATOR INSPECTION SERVICE Co.</u> Contractor submitting this proposal, and that the contracting with any unit of state or local government 33E-3, or 33E-4 of the Illinois Criminal Code, or of rotating of any state or of the United States.	ne Prime Contractor is not barred from nt as a result of a violation of either Section
Signature of	erson Making Certification
Subscribed and Sworn To Before Me This 2   Day of 00 to be C, 2013.	
Notary Public  OFFICIAL SEAL AMANDA C. RUSSELL. NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12-01-2014	

**IMPORTANT:** 

# 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 <u>written</u> 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:

THOMAS GRAY , having	submitted a proposal for
BLEVATOR INSPECTION SERVICE BO.,	wc. (Name of Contractor) for
ELEVATUR WSFECTIONS AND PLAN REVIE	General Description of Work Proposed on) to
the Village of Orland Park, hereby	certifies that said contractor has a written sexual
harassment policy in place in full co	ompliance with 77,5 ILCS 5/2-105 (A) (4).

By: Authorized Agent of Contractor

...every contract to which the State, any of its political subdivisions or any municipal

Subscribed and Sworn To Before Me This <u>Al</u> Day of October . 2013.

corporation is a party."

Notary Public

OFFICIAL SEAL

AMANDA C. RUSSELL

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-01-2014

# **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:** 

v. Harris

DATE: OCTOBER 21, 2013

Subscribed and Sworn To Before Me This 2 / Day of Octobe ( 2013.

Notary Public

OFFICIAL SEAL AMANDA C. RUSSELL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12-01-2014

# TAX CERTIFICATION

I,	THOMAS GRAY	_, having been first o	duly sworn depose and
state a	as follows:		•
	I, THOMAS GRAY	, am t	he duly authorized
	agent for ELEVATOR INSPECTION SERVICE	Co.,/No.	, which has
	submitted a proposal to the Village of Orlan	d Park for	
	ELEVATOR INSPECTIONS AND PLAN REVIEW (Name of Project)	and I he	reby certify
	that ELEVATOR INSPECTION SERVICE Co.,	Mc-	is not
	delinquent in the payment of any tax Revenue, or if it is:	administered by the	Illinois Department of
	<ul> <li>a. it is contesting its liability for the ta procedures established by the appre</li> </ul>		
	b. it has entered into an agreement valid taxes due and is currently in comp		
	Ву:	Homos Z	Eray
	Title: DIR	OTOR BUSINESS D	EVELLEMENT

Subscribed and Sworn To Before Me This 21 Day of <u>Dofober</u>, 2013.

OFFICIAL SEAL AMANDA C. RUSSELL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12-01-2014

Notary Public

# **REFERENCES**

(Please Print or Type) ORGANIZATION	VILLAGE OF LISCE
ADDRESS	925 BURLINGTON AVE.
CITY, STATE, ZIP	LISLE, 11 60532
PHONE NUMBER	630-271-4/53
CONTACT PERSON _	TONY BUDZIKOWSKI
DATE OF PROJECT	JANUARY, 2002
ORGANIZATION	VILLAGE OF ROSEMONT
ADDRESS	9501 W. DEVON
CITY, STATE, ZIP	ROSEMONT, 12 60018
PHONE NUMBER	847-823-1159
CONTACT PERSON	RON HOLTMAN
DATE OF PROJECT _	FEBRUARY, 2008
ORGANIZATION	VILLAGE OF SKOKIE
ADDRESS	5127 OAKTON
CITY, STATE, ZIP	SKOKIE, /L 60077
PHONE NUMBER	847-673-0500
CONTACT PERSON _	TERRY OLINE
DATE OF PROJECT	MAY, 1984 DIRECTOR,
Proposer's Name & Title:	THOMAS GRAY, BUSINESS DEVELOPMENT Homas Asay Oct. 21, 2013
Signature and Date:	Honas Asay Oct. 21, 2013

# **REFERENCES**

(DI	
(Please Print or Type) ORGANIZATION	VILLAGE OF VILLA PARK
ADDRESS	20 S. ARDMORE
CITY, STATE, ZIP	VILLA PARK, IL 60181
PHONE NUMBER	630 - 834 - 8500
CONTACT PERSON _	MARY DEPASQUA
DATE OF PROJECT	MAY, 2002
ORGANIZATION	CITY OF WHEATON
ADDRESS _	P.O. Box 727
CITY, STATE, ZIP	WHEATON, IL 60187
PHONE NUMBER	630-260-2000
CONTACT PERSON _	JOE KREIDL
DATE OF PROJECT	JUNE, 1999
ORGANIZATION	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	
CONTACT PERSON	
DATE OF PROJECT _	DIRECTOR
Proposer's Name & Title:	DIRECTOR, THOMAS GIRAY, BUSINESS DEVELOPMENT
Signature and Date:	Thomas ( Say Oct 21, 2013

#### **INSURANCE REQUIREMENTS**

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

### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident \$500,000 – Policy Limit \$500,000 – Each Employee Waiver of Subrogation in favor of the Village of Orland Park

# **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

#### **GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

#### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be <u>specifically endorsed</u> to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 213 DAY OF OCTOBER , 2013

Signature Authorized to execute agreements for:

Authorized to execute agreements for:

DIRECTOR BUSINESS DEVELOPMENT BLEVATOR INSPECTION SERVICE CO., INC.

Printed Name & Title Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S); AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT Frank Control

	ane Financial Services Inc.			E-NAIL formula	208-0228	į́Αč, ∙	io):	(630) 225-5243
	W State Street Unit 119A			, ADDRESS: "BING	gcon;oydinsura	,		•
	eva, IL 60134	/050\	705 5542	T	SURER(S) AFFOR Bits Casualty	POING COVERAGE	<del></del>	NAIC#
Pho	\\ \\	x (690)	225-5243	NOTICE MA		, - A Flinder		19038
MŞUI				***************************************		Co of Hartford		20478
Elev	ator inspection Services Co Inc.				on insulance Co			,36684
745	Mcclintock Dr Ste 235				il Insurance Cor	npany		20281
Burr	Ridge, IL 60527			MOURER F:				:
COV	ÆRAGES CER	TIFICAT	E NUMBER:	NSURER F:		REVISION NUMBER:		<del></del>
IN CE	IIS IS TO CERTIFY THAT THE PULICIES O DICATED. NOTWITHSTANDING ANY REC RTIFICATE MAY BE ISSUED OR MAY PET ICLUSIONS AND CONDITIONS OF SUCH I	(UIREME) RTAIN, TH	it, term or condition of IE Insurance Afforded B LUMITS SHOWN MAY HAVE I	ANY CONTRACT OR ( Y THE POLICIES DESI SEEN REDUCED BY P	OTHER DOCUM CRIBED HEREI AID CLAIMS.	MENT WITH RESPECT T N IS SUBJECT TO ALL T	O WH	IICH THIS
NSR TR	Type of Insurance	NSR WV		(MM PO CONTY)	(MM/DD/YYYY)	Ļ	MITS	
	GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY	۱			!	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence	i <sup>35</sup>	1,000,000.00 300,000,00
	CLAIMS-MADE OCCUR	1 1	6807c4200261342			MED EXP (Any one person	i i	5,000.00
A		'		01/03/2013	01/03/2014	PERSONAL & ADV INJURY	, ;	1,000,000,00
		: ;		Į.	;	CENERAL AGGREGATE	3	2,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:	· ·	į	!	<u> </u> :	PRODUCTS - COMPIOP A	3G s	2,000,000.00
	AUTOMOBILE CIABILITY	, ,	1		1	COMDINED SINGLE LIMIT (E8 socident)	<u> </u>	1,000,000.00
13	ANY AUTO ALLOS AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS	. ' !	4031477975	03/02/2012	03/02/2014	BODILY INJURY (Per parso BODILY INJURY (Per social PROPERTY DAMAGE (Per socialent)	٠,	
	UMBRELLA LIAR OCCUR		APW000275	1	ļ	EACH OCCURRENCE		
C	EXCESS LIAB CLAIMS-MADE		, , , , , , , , , , , , , , , , , , , ,	05/16/2013	05/17/2014	AGGREGATE	' <b>\$</b>	5,000,000.00
	DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	: :	i	•	i !	WC STATU:	Ţ1-  \$	
c	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	NIA	WC-12-87-021189-00	:05/17/2013	05/17/2014	E.L. EACH ACCIDENT	į <b>S</b>	1,000,000.00
•	(Mandatory in 144) If you, describe under	andstory (I) (H)	1		,	E.L. DISEASE - EA EMPLO		10 to 100 to
	CESCRIPTION OF OPERATIONS below		:	1	f	E.L. DISEASE - POLICY LI	MIT! 5	1,000,000.00
D	Professional Liability		8224-8981	01/01/2012	01/01/2014			1,000,000
<b>686</b>	CRIPTION OF OPERATIONS / LOCATIONS / VEH	ilet co /=4	Inch ACOBN 181 Additional Same	,   	 			
		•		•		Alles mad the secondaries -		
ine	Village of Orland Park is listed as an a		HISHIGH, W WAINEL OF SUDIO	Agricus abbuses tot tur	a deliciai risi	and the workers o	omb:	ensation.

CERTIFICATE HOLDER

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

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) QF

#### AGENCY CUSTOMER ID:

ACORD		ADDITION/	AL INTI	EREST SCHEI	DULE	;	DATE (MM/DD/YYYY) 01/22/13
AGENCY				CARRIER			NAIC CODE
DuKane Financi	al Services Inc.			Executive Risk Indemnity	inc.		
POLICY NUMBER		;	EFFECTIVE OAT	E NAMED INSURED(S)			•
6800-2726		ı	03/02/13	Elevator Inspection Servi	ces Co Inc.		
ADDITIONAL IN	TEREST (Not al	fields apply to all scenario	s - provide or	nly the necessary data)			
INTEREST	•	NAME AND ADDRESS RANK: X	EVIDENCE:	CERTIFICATE POLICY	GEND BILL	INTEREST IN	ITEM NUMBER
LANCITICA C.	LOSS PAYEE	amelica makan takat				LOCATION:	BUILDING:
M INSURED BREACH OF WARRANTY	MORTGAGEE	Village of Orland Park			•	VEHICLE:	BOAT:
CO-OWNER	CWNER				:	AIRPORT:	AIRCRAFT:
EMPLOYEE	REGISTRANT				:	ITEM CLASS:	; riem;
AS LESSOR LEASESACK OWNER	TRUSTEE				•	TEM DESCRIPTION	
LENHOLDER		REFERENCE / LOAN #:		INTEREST ENO DATE:	:		
		LIEN AMOUNT:		PHONE (A/C, No. Ext:	•	FAX (A/C, No):	
REASON FOR INTER	teST:		, ,	E-MAIL ADDRESS:			
INTEREST		NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE POLICY	SEND BILL	INTEREST IN	ITEM NUMBER
ADDITIONAL	LOSS PAYEE					LOGATION:	: BUILDING:
INSURED SREACH OF WARRANTY	MORTGAGEE				i	VEHICLE:	BOAT.
CO-OWNER	OWNER				•	AIRPORT:	AIRCRAFT:
EMPLOYEE AS LESSOR	HEGISTRANT					ITEM CLASS:	ITEM:
LEASEBACK	TRUSTEE					ITEM DESCRIPTION	
LIENHOLDER		REFERENCE / LOAN #:		INTEREST END DATE:	ŀ		
ři		LIEN ANDUNT:	ŀ	PHONE (A/C, 190, EXI)	-	FAX (A/C, No):	
REASON FOR INTER	EST:		1	E-MAIL ADDRESS:	i		
INTEREST	······································	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE POLICY	SEND BILL	INTEREST IN	ITEN NUMBER
- ADDITIONAL	LOSS PAYEE		,		4-11-11-11	LOCATION:	, BUILDING:
INSURED BREACH OF WARRANTY	MORTGAGEE				1	VEHICLE:	BOAT:
CO-OWNER	OWNER				i	AIRPORT:	AIRCRAFT:
MPLOYEE AS LESSOR	REGISTRANT				,	TTEM CLASS:	ITEM:
LEASEBACK	TRUSTEE				:	ITEM DESCRIPTION	
LIENHOLDER		REFERENCE / LOAN #:		INTEREST END DATE:	,		
	•	LIEN AMOUNT:		PHONE (A/C, No, Ext):	1	FAX (A/C, No):	
REASON FOR INTE	REST:			E-MAIL ADDRESS:			
INTEREST		NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE POLICY	SEND BILL	INTEREST IN	ITEM NUMBER
ADDITIONAL	LOSS PAYEE					LOCATION:	BUILDING:
BREACH OF WARRANTY	MORIGAGEE					VENICLE:	BOAT:
CO-CWINER	OWNER				·	AIRPORT;	AIRCRAFT:
EMPLOYEE AB LESSOR	REGISTRANT				i	ITEM CLASS:	ITEM:
LEASEBACK OWNER	TRUSTEE				,	ITEM DESCRIPTION	
LIENHOLDER		reference / Loan #:	•	INTEREST END DATE:			
		LIEN AMOUNT:	·	PHONE (A/C. No, Ext):	,	FAX (A/C, No):	
REASON FOR INTE	REST:		:	E-MAIL ADDRESS:			
INTEREST		NAME AND ADDRESS RANK:	EMDENCE:	CERTIFICATE POLICY	SEND BILL	INTEREST IN	( ITEM NUMBER
INSURED BREACH OF	LOSS PAYEE		•			LOCATION:	BUILDING:
BREACH OF WARRANTY	MORTGAGEE					VEHICLE:	BOAT;
CO-OWNER	OWNER					AIRPORT:	AIRCRAFT:
AS LESSOR	REGISTRANT				:	(TEM CLASS:	TEM:

INTEREST END DATE:

E-MAIL ADORESS:

PHONE (A/C, No, Ext):

LIENHOLDER

REASON FOR INTEREST:

REGISTRANT
TRUSTEE

REFERENCE / LOAN F:

LIEN AMOUNT:

ITEM DESCRIPTION

FAX (A/C, No):