

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0903

Contract #: 202600010

Start date: 12/31/2025

End date: 12/31/2028

Amount: \$ 59,393.00

Contingency Amount: \$ 10,000.00

Department: Public Works

Total Contract Amount: \$ 69,393.10

Contract Type: Contractor

Contractors Name: TK Elevator Corporation

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached

Self-Certifying

Did not disclose

Contract Description: Elevator Maintenance Service Agreement
3 year contract - FYI 2026 \$18,840.00 - FYI 2027 \$19782.00
FYI 2028 \$20,771.10

October 07, 2025

14700 S Ravinia Ave

Purchaser: Village Of Orland Park
Address: 14700 S Ravinia Ave
Orland Park, IL 60462-3134

Location: 14700 S Ravinia Ave
Address: 14700 S Ravinia Ave
Orland Park, IL 60462-3134

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Covered Equipment

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units") which groups the Units according to their applicable coverage type (i.e. Gold Coverage, Platinum Coverage, etc.). A description of those terms and conditions specifically applicable to each coverage type appears in the sections of this Agreement entitled "Parts Repair and Replacement," and "Service Requests and Overtime Service Requests." The remaining terms and conditions apply to all coverage types.

Gold Coverage

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer
Hydraulic		H002516	TBD	3	Otis
Hydraulic	Only	H002526	TBD	2	Otis
Hydraulic	Only	H006235	EL9454	2	Dover
Hydraulic	Only	H001922	3041834/2001 030522	2	MCE
MRL(Traction)	1 (East)	T008494	KM50074447H 0 1	5	Kone
MRL(Traction)	2 (North)	T008495	KM50074447H 0 2	5	Kone

Bronze Coverage

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer
Dumbwaiter(Other)	LIFT			2	Pflow

Please refer to the exhibit entitled "Equipment to be Maintained" for the address of each Unit listed in the table above.

Scope of Work

Service Activities

TK Elevator will maintain the Units as follows: (A) examine only the following parts, which will be accomplished either in person or through MAX (as described elsewhere in this Agreement) or any other TK Elevator technology system, and (B) shall adjust and lubricate only the following parts, with (A) and (B) performed as TKE, in its sole opinion, determines as necessary to promote the proper operation of those Units (collectively, "Service Activities"):

All Service Activities will be performed Monday to Friday, 8:00 AM to 3:30 PM except during holidays recognized in the National Elevator Bargaining Association's collective bargaining agreement with the International Union

of Elevator Constructors ("Regular Time").

Testing

Equipment Testing

This agreement includes only the following tests:

- annual and five (5) year safety tests for the traction Unit(s) covered by this Agreement
- annual safety tests for your hydraulic Unit(s) covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Unit(s) in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees or any costs incurred by TK Elevator.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code which will be billed at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the repairs are performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

Exclusions

Service Activities, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any part or component or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK

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Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

With the passage of time, equipment technology and designs will change. If, at any time under this Agreement, (1) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. Moreover, if, at any time after the expiration of the initial term of this Agreement, (A) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (B) that part was either (i) installed or (ii) manufactured ten (10) or more years earlier, that part will also be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the opportunity to provide a proposal as well. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete. The Village will ensure the Unit(s) meet elevator standards that will allow maintenance to occur.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/used in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Illinois Freedom of Information Act

TK Elevator agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, TK Elevator shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then TK Elevator shall so notify the Village and if possible, the Village



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shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon TK Elevator's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then TK Elevator shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties. To the fullest extent permitted by law, TK Elevator's liability for any failure to provide records shall be limited solely to damages directly caused by TK Elevator's proven negligent failure to supply non-exempt documents in its possession. TK Elevator shall not be responsible for fines, penalties, costs, or attorney fees arising from the Village's own acts, omissions, determinations, or delays, or for any indirect, incidental, or consequential damages.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below. Contractor shall not start the Work under this Agreement until Contractor has obtained all insurance required herein, and all such insurance coverage has been obtained and provided to Village.

- (ii) Minimum Scope of Insurance:

Contractor shall furnish its standard manuscript endorsement, with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: Amend so such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by CONTRACTOR'S acts, actions, omissions or neglects and shall not apply to the extent caused by the additional insured's own acts, actions, omissions, or neglects or are the subject of bare allegations.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- B. Insurance Required: The Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

- (i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products



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- and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor.
- (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
 - (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)
 - (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:
 - (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village. **The waiver of subrogation shall be limited to the extent any claim is caused by Contractor.**
 - (v) Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)
 - (vi) Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
 - (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.
 - (viii) Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential,

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personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

C. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original certified copies of insurance policies for review and approval by the Village Manager, or his designee.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

E. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13 or a similar manuscript additional insured endorsement. The Village reserves the right to request full certified copies of the insurance policies and endorsements, in the event of a loss.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

F. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way, to the extent arising out of any work performed pursuant to this Contract except to the extent caused by the sole negligent acts or omissions of Village

H. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

I. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

J. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in

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the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.

- K. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- L. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

Contract Term, Price & Payment

Term

This Agreement is effective for 36 months starting on December 31, 2025, through December 31, 2028, with the option to extend for 2 additional years through December 31, 2030, at the Village's discretion, and either party may cancel this Agreement by giving the other party 60 days' notice of termination.

Price

The price for the Agreement shall be \$1,570.00 per month, inclusive of all applicable sales and use taxes, payable annually in advance.

The price of this Agreement contemplates that each Unit covered under this Agreement will make no more than 37,000 trips, defined as passenger-initiated travel of the Unit between two (2) to ten (10) landings as determined by TK Elevator, within any six (6) month period. In the event that any Unit covered by this Agreement makes more than 37,000 trips within any six (6) month period during the term of this Agreement then Purchaser agrees to pay TK Elevator an additional fee equal to 2% to the monthly billing amount during the following six (6) month period for each such Unit which will appear as a separate line item on any applicable invoice or on a separate invoice altogether.

The price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on TK Elevator for any parts and/or components replaced under this Agreement or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the "Additional Costs"). In the event any such Additional Costs are incurred by TK Elevator, TK Elevator shall provide Purchaser reasonable written notice that such Additional Costs will be invoiced to the Purchaser on the next invoice sent by TK Elevator and Purchaser agrees to pay, such Additional Costs, together with TK Elevator's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

We reserve the right to semi-annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges. Purchaser shall have the opportunity to cancel the Agreement upon receipt of written notice of any unilateral price increase in excess of 5% of the then-applicable contract rate.

Payment

Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an



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interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this Agreement.

Any payments by credit card shall be subject to a 3% credit card fee. If you do not timely pay any sum due to TK Elevator related to your Unit(s) described in this Agreement, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the Parties agree are a good faith estimate of TK Elevator's damages and not a penalty and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Unit(s)) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

All invoices generated in connection with services performed under this Agreement shall be delivered to Purchaser electronically. It shall solely be Purchaser's responsibility to ensure that TK Elevator, at all times, has been provided with accurate Purchaser contact information in order to successfully deliver such invoices. TK Elevator reserves the right to apply any overpayments it receives from Purchaser to any open invoices issued in connection with the subject matter of this Agreement regardless of whether or not the invoices were generated in connection with this Agreement or with any other contract, agreement, or work order between the parties.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. In the event of a passenger entrapment, you agree to call TK Elevator immediately and, absent a medical emergency, wait for a TK Elevator technician to release the passenger(s). You agree to separately pay TK Elevator to repair or replace any parts of the Unit(s) damages in connection with your failure to do so. You agree that your employees, agents and/or contractors shall not attempt to release or extricate any entrapped passenger(s) from the Unit(s) in light of the life safety risks such attempts create. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s) involving personal injury or property damage and that you will be solely responsible for preserving any parts that are replaced after such occurrence or accident. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including



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secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

This Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws absent its inclusion elsewhere in this Agreement of any later amendment.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work, which is defined as work performed



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outside of this Agreement under a separate Repair/Work Order Agreement, which shall be controlled wholly by the terms of such separate agreement, or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the amounts available from TK Elevator's insurance.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

The parties' rights under this Agreement shall be cumulative and both parties' failure to exercise any rights is not intended to be, nor shall it operate to forfeit or waive any of those rights. Moreover, any extension, indulgence or change by both parties in the method, mode or manner of payment or any of the parties' other rights under this Agreement shall not be construed as a waiver of any of the parties' rights under this Agreement

Purchaser and TK Elevator are parties to an existing elevator maintenance agreement which will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both Parties. Upon full acceptance by both Parties, this proposed Agreement shall supersede all prior agreements.

Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an



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authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties.

Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

Village Of Orland Park (Purchaser):

TK Elevator Corporation Management Approval

By: E-SIGNED by George Koczwara
on 2025-12-29 20:29:47 GMT

(Signature of Authorized Individual)

By: E-SIGNED by Lauren Sugar
on 2025-12-29 15:36:59 GMT

(Signature of Branch Representative)

Authorized Individual

George Koczwara

(Print or Type Name)

Village Manager

(Print or Type Title)

December 29, 2025

(Date of Acceptance)

Lauren Sugar

Sales Manager

December 29, 2025

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

3600 Lacey Rd
Ste 100
Downers Grove, IL 60515
630-652-4000

Thank you for choosing TK Elevator. We appreciate your business.
Daniel McElroy



Customer Onboarding Form

1) To elect a Payment Frequency other than Annual: Initial To Accept

Semi-Annual	3% Addition	
Quarterly	4% Addition	
Monthly	7% Addition	

BILL TO INFORMATION

ACCOUNTS PAYABLE CONTACT

Company Name:	_____	Name:	_____
Address:	_____	Phone:	_____
Address 2:	_____	Fax:	_____
City:	_____	Email:	_____
State:	_____		
Zip Code:	_____		

TAX STATUS:

Are you tax exempt?



Exhibit A Equipment to be Maintained

Building Name	Address	Equipment Type	Nickname	Legal ID	OEM Serial #	Stops
Village Hall	14700 S Ravinia Ave	Hydraulic		H002516	TBD	3
Franklin Loebe Center	14650 S Ravinia Ave	Hydraulic	Only	H002526	TBD	2
Sportplex	11351 W 159th St	Hydraulic	Only	H006235	EL9454	2
Orland Park Health & Fitness Center	15430 West Ave	Hydraulic	Only	H001922	3041834/ 20010305 22	2
Parking Garage	9650 W 143rd St	MRL(Traction)	1 (East)	T008494	KM50074 447H01	5
Parking Garage	9650 W 143rd St	MRL(Traction)	2 (North)	T008495	KM50074 447H02	5
Police Department	15100 S Ravinia Ave	Dumbwaiter(Other)	LIFT			2

Special Considerations: All terms and conditions will apply from the Omnia Partners maintenance agreement; Contract R250704

The current standard billing rates associated with this Agreement after application of a 25.00% discount are as follows:

- Mechanic	RT: \$449.25	OT: \$858.96
- Helper:	RT: \$359.25	OT: \$687.00
- Adjuster:	RT: \$505.41	OT: \$966.33

The contract value is currently authorized by the Village of Orland Park Board of Trustees at:

12/31/2025 - 12/31/2026:	\$18,840.00
12/31/2026 - 12/31/2027:	\$19,782.00
12/31/2027 - 12/31/2028:	\$20,771.10
Contingency:	\$10,000.00

Total not to exceed amount: \$69,393.10

Option to extend for two (2) additional years at the Village's discretion:

12/31/2028 – 12/31/2029:	\$21,809.66
12/31/2029 – 12/31/2030:	\$22,900.14

Total not to exceed amount: \$44,709.80

Overall Grand Total not to exceed amount; \$114,102.90

Any additional funds will be separately agreed upon and authorized in writing.

Exhibit B TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your elevator service agreement with TK Elevator (the "Agreement"). We have notated below each additional TK Elevator Communications Service that you have selected for each of the Unit(s) covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
Village Hall	Hydraulic		Current Selection	
Franklin Loebe Center	Hydraulic	Only	Current Selection	
Sportplex	Hydraulic	Only	Current Selection	
Orland Park Health & Fitness Center	Hydraulic	Only	Current Selection	
Parking Garage	MRL(Traction)	1 (East)	Current Selection	
Parking Garage	MRL(Traction)	2 (North)	Current Selection	
Police Department	Dumbwaiter(Other)	LIFT	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

Price

In light your selections in the chart above, you agree to an additional price of \$0.00 per month which will be billed to you as a separate line item from all other scopes of work specifically provided for by TK Elevator under your Agreement (the "TK Elevator Communications Services Charge"). The TK Elevator Communications Services Charge is not subject to any discounts

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

If "Phone Monitoring" is selected for specific Units in the chart above, so long as those specific Units have operational telephone equipment capable of placing an outgoing call to TK Elevator Communications' call center, we will provide monitoring of such calls through that call center on a 7 days per week, 24 hours per day, 365 days per year basis.

Depending on the nature of each call and circumstances, TK Elevator Communications' operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communications' call center.

Customer Portal & Mobile App setup form

Name:	Authorized Individual		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:	noemail@noemail.com		
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



3) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes [] No []

The Bidder is authorized to do business in the State of Illinois.

4) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes [] No []

The Bidder 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.

5) **SEXUAL HARRASSMENT POLICY COMPLIANT:** 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."

6) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT:** Yes [] No []

During the performance of this Project, Bidder 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 subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder 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 Bidder 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.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 Bidder 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.

7) PREVAILING WAGE COMPLIANCE: Yes [] No []

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day

of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) **TAX COMPLIANT:** Yes [] No []

Bidder 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.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid 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 in this bid, 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:

Signed by:

45F30F29873B418...

Signature of Authorized Officer

Dan McElroy

Name of Authorized Officer

Account

Title

1/6/2026

Date



DISCLOSURE TYPE:
<input type="checkbox"/> Original
<input type="checkbox"/> Amended
<input type="checkbox"/> 1 of () Disclosures

BUSINESS RELATIONSHIP DISCLOSURE FORM

Business Relationships. Pursuant to Village Code, all business relationships between vendors and Officials must be disclosed. Vendors and Officials shall complete this Business Relationship Disclosure Form when applicable. Failure to comply shall be considered a violation of the ordinance and can result in penalties.

For Vendors. Any vendor who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a current official or a past official during the preceding 10 years, where such relationship resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the current or past official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

For Officials. Any official who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a vendor, where such relationship has resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

Submission of a disclosure does not disqualify a Vendor from consideration for a contract, grant, concession, land sale, lease or any other matters subject to the Village approval.

(1) Check applicable box Vendor Official

(2) For Vendor

I do not have a business relationship with any current Village of Orland Park Official or reasonably expect such a relationship in the following twelve months that entitled the Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix A for a listing of current Officials. (Please check the box if applicable and complete Certification section only.)

I did not have a business relationship with any past Village of Orland Park Official in the preceding ten (10) years that entitled the past Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix B for a listing of past Officials is included with this disclosure form. (Please check the box if applicable and complete Certification section only.)

(3) Please provide the name(s) of the Vendor(s) or Official(s) or related party.

(4) What is the nature of the business relationship with the Vendor(s) or Official(s) or related party?

(5) Provide the date(s)[month/year] of engagement or expected engagement:

(6) If the Vendor has been acquired or purchased within the preceding five (5) years:

a. The date(s) of acquisition of the Vendor: _____

b. The name(s) of the preceding Vendor, if changed: _____

Certification

The undersigned Dan McElroy, as account Account Manager, and on
(Print Name of Person Making Disclosure) (Print Title of Person Making Certification)

behalf of TK Elevator, certifies the information supplied is true and accurate.
(Print Name of Vendor / Official)

Signed by:
Danuel McElroy
Signature: _____
45F30F29873B41B...

Date: 1/6/2026

See Appendix A for the List of Current Officials

See Appendix B for the List of Officials for the Past Ten (10) Years

APPENDIX A – LIST OF CURRENT OFFICIALS (2025)

Mayor

James V. Dodge, Jr.

Trustees

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

Village Clerk

Mary Ryan Norwell

Village Manager

George Koczwar

Assistant Village Manager

Jim Culotta

Directors / Department Heads

Development Services - Steve Marciani

Engineering – Syed Khurshid Hoda

Finance – Christopher Frankenfield

Human Resources - Regina Earley

Information Technology – Tad Spencer

Police Department – Eric Rossi

Public Works – Joel Van Essen

Recreation and Parks – Ray Piattoni

APPENDIX B – LIST OF OFFICIALS FOR THE PAST TEN (10) YEARS

August 2024 – May 2025

Brian Gaspdo, Village Clerk

May 2021 – May 2025

Keith Pekau, Mayor
William Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee
Sean Kampas, Trustee
Brian J. Riordan, Trustee
Joni J. Radaszewski, Trustee

May 2021 – August 2024

Patrick O’Sullivan, Village Clerk

May 2019

Keith Pekau, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Daniel T. Calandriello, Trustee
William R. Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee

May 2017

Keith Pekau, Mayor
(No change in Trustees)

2015 – April 2017

Daniel J. McLaughlin, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Patricia A. Gira, Trustee
Carole Griffin Ruzich, Trustee
Daniel T. Calandriello, Trustee
Michael F. Carroll, Trustee
John C. Mehalek, Village Clerk

Inactive Directors / Department Heads

Communications & Marketing – Nabeha M. Zegar, May 2022 – March 2024
Development Services – Karie L Friling, January 2006 – September 2017
Finance – Annmarie K Mampe, August 2003 – May 2020
Finance – Kevin Wachtel, May 2020 – April 2024
Human Resources – Stephana M Przybylski, March 2007 – July 2020
Human Resources – Denise A Maiolo, June 2020 – December 2021
Human Resources - Christina A Hackney, March 2022 – April 2022
Information Technology - John F Florentine, July 2016 – January 2019
Information Technology – David Buwick, June 2019 – March 2023
Police Department – Tim McCarthy, May 1994 – August 2020
Public Works – John J Ingram, February 2012 – July 2019
Parks Department - Gary Couch, January 2017 – May 2020
Recreation & Parks Department - Nancy Flores, July 2019 – May 2020



INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p><u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p><u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p><u>GENERAL LIABILITY</u> (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p><u>ADDITIONAL INSURED ENDORSEMENTS:</u> <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses. 	<p><u>LIABILITY UMBRELLA</u> (Follow Form Policy)</p> <p><input checked="" type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p><u>PROFESSIONAL LIABILITY</u></p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> <u>CG 20 37 ADDITIONAL INSURED</u> – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. 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. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 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 contractor.

ACCEPTED & AGREED THIS 8th DAY OF January, 2026



Signature

Dan McElroy Account

Printed Name & Title

Authorized to execute agreements for:
TK Elevator

Name of Company



ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
POLICY NUMBER See First Page	TK Elevator Corporation f/k/a ThyssenKrupp Elevator Corporation
CARRIER See First Page	NAIC CODE
EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2912890

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents.

Village Hall - 14700 S Ravinia Ave; Franklin Loebe Center - 14650 S Ravinia Ave; Sportsplex - 11351 W 159th St; Orland Park Health & Fitness Center - 15430 West Ave; Parking Garage - 9650 W 143rd St; Police Department - 15100 S Ravinia Ave.

The Additional Insured(s) listed above is/are added as Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.

Waiver of Transfer of Rights of Recovery Against Others/Waiver of Subrogation applies with respect to General Liability and/or Workers' Compensation and/or Automobile Liability policies where required by written contract and only to the extent that coverage is afforded under these policies.

The insurance shall be primary and non-contributory with respect to the Additional Insured where required by written contract.

Policy Number
GLD5668905

ENDORSEMENT
HDI Global Insurance Company

Named Insured TK ELEVATOR USA HOLDING, INC.

Effective Date: 10-01-25
12:01 A.M., Standard Time

Agent Name WILLIS TOWERS WATSON MIDWEST, INC.
Agent No. P02115018

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED ENDORSEMENT
BLANKET AUTOMATIC - WHERE REQUIRED BY CONTRACT

SECTION II - WHO IS AN INSURED - IS AMENDED BY ADDING THE FOLLOWING PARAGRAPH:

4. ANY PERSON, FIRM, CORPORATION OR GOVERNMENT BODY FOR WHOM YOU ARE OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO WITH RESPECT TO YOUR OPERATIONS, TO AFFORD COVERAGE SUCH AS PROVIDED BY THIS POLICY.

THE COVERAGE PROVIDED FOR ANY SUCH ADDITIONAL INSURED IS EXPRESSLY LIMITED TO APPLY ONLY TO LIABILITY ARISING OUT OF OPERATIONS CONDUCTED BY OR FOR YOU UNDER THE WRITTEN CONTRACT OR AGREEMENT AND THEN ONLY TO THE EXTENT REQUIRED BY SUCH WRITTEN AGREEMENT. NO COVERAGE IS PROVIDED FOR ANY ADDITIONAL INSURED FOR THE LIABILITY WHICH ARISES IN ANY MANNER, DIRECTLY OR INDIRECTLY, OTHER THAN FROM OPERATIONS CONDUCTED BY OR FOR YOU.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

POLICY NUMBER: GLD5668905

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION AS REQUIRED BY A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Policy Number
GLD5668905

ENDORSEMENT
HDI Global Insurance Company

Named Insured TK ELEVATOR USA HOLDING, INC.

Effective Date: 10-01-25
12:01 A.M., Standard Time

Agent Name WILLIS TOWERS WATSON MIDWEST, INC.
Agent No. P02115018

This Endorsement Changes The Policy. Please Read It Carefully.

PRIMARY AND NONCONTRIBUTING INSURANCE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, PARAGRAPH 4.
OTHER INSURANCE, SUBPARAGRAPH A. PRIMARY INSURANCE, IS AMENDED BY THE
ADDITION OF THE FOLLOWING:

NOTWITHSTANDING ANY OTHER PROVISION OF THE POLICY TO THE CONTRARY,
WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH YOU, THE
INSURANCE AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL
INSURED SHALL BE PRIMARY INSURANCE, AND ANY INSURANCE THAT LISTS THE
ADDITIONAL INSURED AS THE NAMED INSURED, MAINTAINED BY THE ADDITIONAL
INSURED SHALL BE NON-CONTRIBUTING. THE COVERAGE PROVIDED FOR ANY SUCH
ADDITIONAL INSURED IS EXPRESSLY LIMITED TO APPLY ONLY TO LIABILITY
ARISING OUT OF OPERATIONS CONDUCTED BY OR FOR YOU UNDER THE WRITTEN
CONTRACT OR AGREEMENT AND THEN ONLY TO THE EXTENT REQUIRED BY SUCH
WRITTEN CONTRACT OR AGREEMENT. NO COVERAGE IS PROVIDED FOR ANY
ADDITIONAL INSURED FOR THE LIABILITY WHICH ARISES IN ANY MANNER,
DIRECTLY OR INDIRECTLY, OTHER THAN FROM OPERATIONS CONDUCTED BY OR
FOR YOU
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured TK Elevator USA Holding, Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H1142823A	Policy Period 10/01/2025 TO 10/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- MOTOR CARRIERS COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured TK Elevator USA Holding, Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H1142823A	Policy Period 10/01/2025 TO 10/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured TK ELEVATOR USA HOLDING, INC. 788 CIRCLE 75 PKWY SE, SUITE 500 ATLANTA GA 30339	Endorsement Number
	Policy Number Symbol: WLR Number: C72798880
Policy Period 10-01-2025 TO 10-01-2026	Effective Date of Endorsement 10-01-2025
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



 Authorized Agent



Contractual Risk Transfer Evaluation Summary

Date 1/13/25

Vendor/Contractor Name: TK Elevator Corporation
 Contract/Project Name/ #: Elevator Maintenance Service Agreement
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: Elevator Maintenance
 Contract/Project Summary: **Elevator Maintenance Service Agreement**
 Policy Expiration Date: 10/1/26

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$2m/\$2m	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other: \$4M/\$4M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable

From: McElroy, Daniel
To: Samantha Cooper
Cc: Mike Mazza; Brandi Watson
Subject: RE: NOTICE OF APPROVAL - Elevator Maintenance Service Agreement 2025-2028
Date: Monday, December 15, 2025 5:33:35 PM
Attachments: image001.png
Village of Orland Park Service Agreement 25 Comments.pdf

[External Mail] Use caution with links and attachments.

Samantha,

Thanks for your time today. I will be able to get everything over to you within 10 days from execution. I have attached the agreement including the comments that we just reviewed. Please let me know if you need anything else.

Thank you,

Regards,

Dan McElroy
Account Executive, Chicago

M +1 331-315-3177, daniel.mcelroy@tkelevator.com
TK Elevator Corporation | 3600 Lacey Road, Suite 100 | Downers Grove, IL 60515 | USA | www.tkelevator.com/us

[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

From: Samantha Cooper <scooper@orlandpark.org>
Sent: Monday, December 15, 2025 1:25 PM
To: McElroy, Daniel <daniel.mcelroy@tkelevator.com>
Cc: Mike Mazza <mmazza@orlandpark.org>; Brandi Watson <bwatson@orlandpark.org>
Subject: RE: NOTICE OF APPROVAL - Elevator Maintenance Service Agreement 2025-2028
Importance: High

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Dan,

Just to clarify after our call, you can't get the COI/Endorsements until after the contract is executed. However, are you able to provide these ahead of time? If you aren't, they will have to be provided within ten (10) days of contract execution, or the contract will be nullified.

Thank you,

Samantha Cooper | Public Works Executive Assistant
Village of Orland Park
15655 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6244 | scooper@orlandpark.org



From: Samantha Cooper
Sent: Tuesday, November 25, 2025 2:20 PM
To: daniel.mcelroy@tkelevator.com
Cc: Mike Mazza <mmazza@orlandpark.org>
Subject: NOTICE OF APPROVAL - Elevator Maintenance Service Agreement 2025-2028

Dear Mr. McElroy.

The attached Notice of Approval is to inform you that on November 17, 2025, the Village of Orland Park Board of Trustees approved the execution of a contract with TK Elevator Corporation for Elevator Maintenance from December 19, 2025 – December 19, 2028. Please review it carefully.

If you have any questions regarding the insurance, please contact Dan LeTourneau directly. His contact information is in the NOA. However, I know last time there was a lot of back and forth on the insurance, so I am attaching the COI & endorsements that were approved last time.

Also in the interest of time, we've gone through the new proposal with our legal team, and have made the attached redlines. There are a few questions for clarification as well. Please use this document as we move forward.

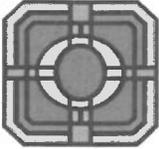
Finally, I will need the name, title, and email address of the person who will be signing the agreement. We use an automated system to send contracts for e-signature, and the email with the link to e-sign has to go directly to the person who is executing.

If you have any questions, please let us know.

Thank you,

Samantha Cooper | Public Works Executive Assistant
Village of Orland Park
15655 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6244 | scooper@orlandpark.org





VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0903

File ID: 2025-0903

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 11/06/2025

Agenda Entry: Elevator Maintenance Service Agreement

Final Action: 11/17/2025

Title: Elevator Maintenance Service Agreement

Notes:

Sponsors:

Res/Ord Date:

Attachments: TK Proposal Summary, TK Elevator Contract_Current, TK Elevator Contract_Proposed

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	11/06/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	11/17/2025	APPROVED				Pass

Text of Legislative File 2025-0903

..Title
Elevator Maintenance Service Agreement

History

TK Elevator has provided elevator maintenance services for the Village since 2019, and has demonstrated a consistent record of reliability, responsive service, and effective issue resolution.

On February 20, 2023, the Village Board authorized execution of a three-year (2023-2025) contract with TK Elevator for the provision of elevator maintenance services pursuant to Omnia Co-Op Contract #R200502. The current agreement, which expires on April 11, 2026, provides comprehensive elevator maintenance and repair services at six (6) Village facilities, including Village Hall, the Franklin Loebe Center (FLC), SportsPlex, Orland Park Health and Fitness Center (OPHFC), the 143rd Street Parking Garage, and the Cultural Arts Center (CAC).

Following the demolition of the CAC in 2024, and the identification of a small service elevator at the Police Department that had not been previously included in the service agreement, staff recommends updating the scope of services. The proposed agreement will therefore include elevator maintenance and repair services at six (6) Village facilities: Village Hall, FLC, SportsPlex, OPHFC, the 143rd Street Parking Garage, and the Police Department.

Public Works was informed by TK Elevator that the level of coverage would be reduced for all new contracts starting in 2026. As the current service agreement expires in April 2026, TK has agreed to provide the Village with a proposal that locks in the current level of service over the next five (5) years if the agreement is executed prior to December 19, 2025. If the new contract is not executed by December 19, a new service agreement with reduced coverage of parts, repairs, service and testing will be provided to the Village for consideration.

As such, Public Works is requesting to terminate the existing service agreement and replace it with a new service agreement as attached and summarized below.

Elevator Maintenance Service Agreement Proposal Summary

12/19/2025 - 12/19/2026:	\$18,840.00
12/19/2026 - 12/19/2027:	\$19,782.00
12/19/2027 - 12/19/2028:	\$20,771.10
12/19/2028 - 12/19/2029:	\$21,809.66
12/19/2029 - 12/19/2030:	\$22,900.14

Total Amount: \$104,102.90

The new contract for Elevator Maintenance would be for a term of three (3) years with an option to extend the contract for an additional two (2) years for a total of \$104,102.90, plus a \$10,000.00 contingency for a total not to exceed of \$114,102.90. Contingency is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time of Board approval.

Financial Impact

Funding in the amount of \$35,000.00 was budgeted in FY2026 for elevator maintenance, repairs, safety inspections and QEI testing in accounts 1008010-442910, 2008010-442910, 3108000-442910, and 5208010-442910. Funds will be requested for subsequent years through the budgeting process according to the contracted amounts.

Recommended Action/Motion

I move to approve terminating contract 20230108 upon execution of a new service agreement with TK Elevator Corporation;

AND

Approve participation in joint purchasing cooperative Omnia Partners pursuant to

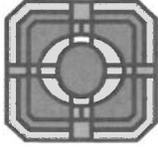
Contract R250704 and authorize the approval and execution of a vendor contract with TK Elevator Corporation for an Elevator Maintenance Service Agreement based on TK Elevator Corporation's proposal dated October 7, 2025, for cost of \$18,840.00 for 2025-2026, a cost of \$19,782.00 for 2026-2027, and a cost of \$20,771.10 for 2027-2028, with the option to extend the contract for two (2) additional years (2028-2030) for a cost of \$21,809.66 for 2028-2029 and a cost of \$22,900.14 for 2029-2030, plus a \$10,000.00 contingency, for a total not-to-exceed contract price of \$114,102.90;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review;

AND

Allow the Village Manager to approve change orders related to the contract within the authorized amount.



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Meeting Minutes Board of Trustees

Village President James V. Dodge, Jr.

Village Clerk Mary Ryan Norwell

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Dina Lawrence, John Lawler and Joanna M. L. Leafblad*

Monday, November 17, 2025

7:00 PM

Village Hall

Elevator Maintenance Service Agreement

TK Elevator has provided elevator maintenance services for the Village since 2019, and has demonstrated a consistent record of reliability, responsive service, and effective issue resolution.

On February 20, 2023, the Village Board authorized execution of a three-year (2023-2025) contract with TK Elevator for the provision of elevator maintenance services pursuant to Omnia Co-Op Contract #R200502. The current agreement, which expires on April 11, 2026, provides comprehensive elevator maintenance and repair services at six (6) Village facilities, including Village Hall, the Franklin Loebe Center (FLC), SportsPlex, Orland Park Health and Fitness Center (OPHFC), the 143rd Street Parking Garage, and the Cultural Arts Center (CAC).

Following the demolition of the CAC in 2024, and the identification of a small service elevator at the Police Department that had not been previously included in the service agreement, staff recommends updating the scope of services. The proposed agreement will therefore include elevator maintenance and repair services at six (6) Village facilities: Village Hall, FLC, SportsPlex, OPHFC, the 143rd Street Parking Garage, and the Police Department.

Public Works was informed by TK Elevator that the level of coverage would be reduced for all new contracts starting in 2026. As the current service agreement expires in April 2026, TK has agreed to provide the Village with a proposal that locks in the current level of service over the next five (5) years if the agreement is executed prior to December 19, 2025. If the new contract is not executed by December 19, a new service agreement with reduced coverage of parts, repairs, service and testing will be provided to the Village for consideration.

As such, Public Works is requesting to terminate the existing service agreement and replace it with a new service agreement as attached and summarized below.

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12/19/2025 - 12/19/2026:	\$18,840.00
12/19/2026 - 12/19/2027:	\$19,782.00
12/19/2027 - 12/19/2028:	\$20,771.10

12/19/2028 - 12/19/2029:	\$21,809.66
12/19/2029 - 12/19/2030:	\$22,900.14

Total Amount: \$104,102.90

The new contract for Elevator Maintenance would be for a term of three (3) years with an option to extend the contract for an additional two (2) years for a total of \$104,102.90, plus a \$10,000.00 contingency for a total not to exceed of \$114,102.90. Contingency is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time of Board approval.

I move to approve terminating contract 20230108 upon execution of a new service agreement with TK Elevator Corporation;

AND

Approve participation in joint purchasing cooperative Omnia Partners pursuant to Contract R250704 and authorize the approval and execution of a vendor contract with TK Elevator Corporation for an Elevator Maintenance Service Agreement based on TK Elevator Corporation's proposal dated October 7, 2025, for cost of \$18,840.00 for 2025-2026, a cost of \$19,782.00 for 2026-2027, and a cost of \$20,771.10 for 2027-2028, with the option to extend the contract for two (2) additional years (2028-2030) for a cost of \$21,809.66 for 2028-2029 and a cost of \$22,900.14 for 2029-2030, plus a \$10,000.00 contingency, for a total not-to-exceed contract price of \$114,102.90;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review;

AND

Allow the Village Manager to approve change orders related to the contract within the authorized amount.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

Mary Ryan Norwell, Village Clerk

Recording Secretary

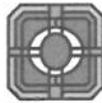
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

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



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Dina M. Lawrence
John Lawler
Joanna M. Liotine Leafblad

November 25, 2025

Dan McElroy
TK Elevator Corporation
3600 Lacey Road, Suite 100
Downers Grove, IL 60515

NOTICE OF APPROVAL – Elevator Maintenance Service Agreement 2025-2028

Dear Mr. McElroy.

This notification is to inform you that on November 17, 2025, the Village of Orland Park Board of Trustees approved the execution of a contract with TK Elevator Corporation in accordance with the proposal you submitted dated October 7, 2025, for Elevator Maintenance from December 19, 2025 – December 19, 2028, for an amount not to exceed of:

12/19/2025 - 12/19/2026:	\$18,840.00
12/19/2026 - 12/19/2027:	\$19,782.00
12/19/2027 - 12/19/2028:	\$20,771.10

plus a contingency of \$10,000.00, for a total not to exceed amount of sixty-nine thousand three hundred ninety-three and 10/100 (\$69,393.10) Dollars. The contingency may not be spent without prior written approval by the Village through a Change Order Request.

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 December 11, 2025.

- Complete and return enclosed Certificate of Compliance, Insurance Requirements Form, and Business Relationship Disclosure Form.
- Submit electronically a Certificate of Insurance and endorsements from your insurance company in accordance with all of the Insurance Requirements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation, per the Insurance Requirements. You may contact the Village’s Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Samantha Cooper, Executive Assistant, at scooper@orlandpark.org, and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. 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 708-403-6108 or e-mail me at mmazza@orlandpark.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Mazza', with a stylized flourish at the end.

Mike Mazza
Operations Manager – Natural Resources and Facilities

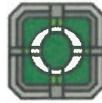
MAYOR

James Dodge

VILLAGE CLERK

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William R. Healy

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Michael R. Milani

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Joanna M. Liotine Leafblad

January 13, 2026

Dan McElroy
TK Elevator Corporation
3600 Lacey Road, Suite 100
Downers Grove, IL 60515

NOTICE TO PROCEED – Elevator Maintenance Service Agreement 2025-2028

Dear Mr. McElroy,

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6108 to arrange the commencement of the work.

The Village has processed Contract Number 20260010 for this contract/service. It is imperative that this number 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/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

