

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

**Legistar File ID#:** 2015-0795

**Innoprise Contract #:** C15-0123

**Year:** 2015

**Amount:** \$19,310.00

**Department:** BM - Dennis Wokurka

**Contract Type:** Goods and Services

**Contractors Name:** Goldy Locks, Inc

**Contract Description:** Security Doors at FLC

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



**VILLAGE HALL**

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

January 8, 2016

Mr. Rob Coldwell  
Goldy Locks, Inc.  
17048 S. Oak Park Ave  
Tinley Park, IL 60477

RE: *NOTICE TO PROCEED – Security Doors at Franklin Loebe Center*

Dear Mr. Coldwell:

This notification is to inform you that the Village of Orland Park had received all necessary contracts, affidavit, and insurance documents in order for work to commence on the above stated project as of December 18, 2015.

The Village processed Purchase Order #15-003387 for this contract/service and emailed this to your company on January 6, 2016. Please have this Purchase Order number 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](mailto:accountspayable@orlandpark.org).

For your records, I have enclosed one (1) original executed contract dated December 17, 2015 in an amount not to exceed Nineteen Thousand Three Hundred Ten and No/100 (\$19,310.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

Encl:  
CC: Dennis Wokurka

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

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

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December 17, 2015

Mr. Rob Coldwell  
Goldy Locks, Inc.  
17048 S. Oak Park Ave  
Tinley Park, IL 60477

**NOTICE OF AWARD – Security Doors at Franklin Loebe Center**

Dear Mr. Coldwell:

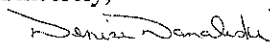
This notification is to inform you that on December 7, 2015, the Village of Orland Park Board of Trustees approved awarding Goldy Locks, Inc. the contract in accordance with the proposal you submitted dated October 23, 2015, for Security Doors at Franklin Loebe Center (FLC) for an amount not to exceed Nineteen Thousand Nine Hundred Ten and 30/100 (\$19,910.30) Dollars.

In order to begin this engagement, you must comply with the following as soon as possible since time is of the essence with this project.

- I am attaching the Contract for Security Doors at Franklin Loebe Center. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Also enclosed are the Affidavit of Compliance and Insurance Requirements. Please complete and return them directly to me.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Certifications, Insurance Certificate and Endorsements, are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

  
Contract Administrator

cc: Dennis Wokurka

**VILLAGE OF ORLAND PARK**  
**Security Doors at Franklin Loebe Center**  
**(Contract for Purchase of Goods and Services)**

This Contract is made this **17th day of December, 2015** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Goldy Locks, Inc. (hereinafter referred to as the "VENDOR").

**WITNESSETH**

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

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

The Contract  
The Terms and Conditions pertaining to the Contract  
The Proposal submitted by the VENDOR on October 23, 2015 to the extent it does not conflict with this contract  
Affidavit of Compliance  
Certificates of Insurance

**SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT:** The VILLAGE agrees to purchase from the VENDOR the following:

Three (3) sets of security doors

(Hereinafter referred to as the "GOODS") as further described in the Vendor's proposal. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The VENDOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK") and further described below:

Installation of the three (3) sets of security doors at the Franklin Loebe Center, 14650 Ravinia Ave, Orland Park, Illinois, utilizing the same security system access as other Village buildings.

The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS and WORK pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following for performance of the described services and upon acceptance of the GOODS:

TOTAL COST: an amount not to exceed Nineteen Thousand Nine Hundred Ten and 30/100 (\$19,310.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

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

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion on/or before January 4, 2016. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon

written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

VENDOR agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. VENDOR agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

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

Execution of this Contract by the VILLAGE is contingent upon receipt of any Insurance Certificates required by the VILLAGE in the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: VENDOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the VENDOR and its subcontractors and any suppliers shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires.

The VENDOR shall maintain, and require that its subcontractors and suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors and suppliers shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. VENDOR and all subcontractors and suppliers shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in

person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

**To the VILLAGE:**

Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orlandpark.org

**To the VENDOR:**

Rob Coldwell  
Goldy Locks, Inc.  
17048 S. Oak Park Ave.  
Tinley Park, Illinois 60477  
Telephone: 708-532-6560  
Facsimile: 708-429-6902  
e-mail: service@goldylocksinc.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party under the requirements of this Section.

**SECTION 8: TERMINATION:** This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

**SECTION 9: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 10: PAYMENTS TO OTHER PARTIES:** The VENDOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 11: COMPLIANCE:** VENDOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 12: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the

request, and there is a significant amount of work required to process a request including collating and reviewing the information.


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

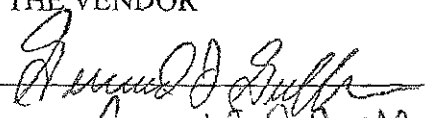
**SECTION 13: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 14: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 15: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: ~~THE VILLAGE~~  
By:   
Print Name: Paul G. Grimes  
Village Manager  
Its: Village Manager  
Date: 12/23/15

FOR: THE VENDOR  
By:   
Print Name: Gerald J. Griffin  
President  
Its: President  
Date: 12/18/2015

**FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL**

Initial here if faxing

**TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS**

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the



correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*)

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.

**Goldy Locks, Inc.**  
**17048 S. Oak Park Ave.**  
**Tinley Park, IL 60477**



# ESTIMATE

Date	Estimate #
10/23/2015	22164

16444 CHERRY CREEK CT  
 JOLIET, IL 60433

1620 PEBBLEWOOD LN.  
 NAPERVILLE, IL 60563

NAME

SHIP TO

VILLAGE OF ORLAND PARK  
 14700 RAVINIA AVE  
 ORLAND PARK, IL. 60462

14650 RAVINIA  
 ORLAND PARK

		P.O. NO.	TERMS	REP
			UPON RECIEPT	RWC
Qty	Item	Description	Cost	Total
		DOUBLE DOOR TO MAIN HALLWAY		
2	WINDOW KIT	WINDOW KIT 20X30 TO ACCEPT 1/2" GLASS	165.00	330.00
2	GLASS	SPECIAL LAMINATED 1/2" SAFETY GLASS	135.00	270.00
1	HARDWARE	VON DUPRIN 99 SERIES VERTICAL ROD EXIT DEVICE WITH ELECTRIC LATCH RETRACTION (WIRING TO BE DONE BY OTHERS)	1,995.00	1,995.00
1	HARDWARE	VON DUPRIN 99 SERIES VERTICAL ROD EXIT DEVICE	995.00	995.00
2	HARDWARE	VON DUPRIN 99 SERIES EXTERIOR LEVER TRIM	458.00	916.00
2	HARDWARE	VON DUPRIN EXTENSION RODS FOR PANIC BARS	30.00	60.00
2	AW DC-516-AL	ARROW DOOR CLOSER	165.65	331.30
1	LAB04	LABOR TO INSTALL ABOVE HARDWARE	495.00	495.00
		SOUTH AND NORTH (NEW DOUBLE DOOR OPENINGS)		
2	CMF01	CECO COMMERCIAL METAL FRAME 16GA DOUBLE DOOR WITH GLASS TRANSOM 71 X 94	795.00	1,590.00
4	GLASS	SPECIAL LAMINATED 1/2" SAFETY GLASS	135.00	540.00
4	WINDOW KIT	WINDOW KIT 20X30 TO ACCEPT 1/2" GLASS	165.00	660.00
4	CMD01	CECO COMMERCIAL METAL DOOR 18GA 210/70 MOL PREP	425.00	1,700.00
12	MK 76333	MPB79 4.5 X 4.5 NRP US26D HINGES	15.00	180.00
50% DEPOSIT REQUIRED. BALANCE DUE UPON COMPLETION OF WORK. LABOR FOR SERVICE WORK IS WARRANTED FOR 90 DAYS. NEW MECHANICAL PARTS ARE WARRANTED FOR ONE YEAR. REUSED MATERIALS HAVE NO WARRANTY. FOR ELECTRONICS, ALL NEW PARTS ARE WARRANTED FOR ONE YEAR. ALL LABOR FOR NEW INSTALLTIONS ARE WARRANTED FOR ONE YEAR UNLESS OTHERWISE INDICATED IN WRITING.			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	

Signature

Phone #	Fax #	E-mail	Web Site
(708) 532-6560	(708) 429-6902	SERVICE@goldylocksinc.com	www.goldylocksinc.com

**Goldy Locks, Inc.**  
**17048 S. Oak Park Ave.**  
**Tinley Park, IL 60477**



# ESTIMATE

Date	Estimate #
10/23/2015	22164

16444 CHERRY CREEK CT  
JOLIET, IL 60433

1620 PEBBLEWOOD LN.  
NAPERVILLE, IL 60563

NAME

SHIP TO

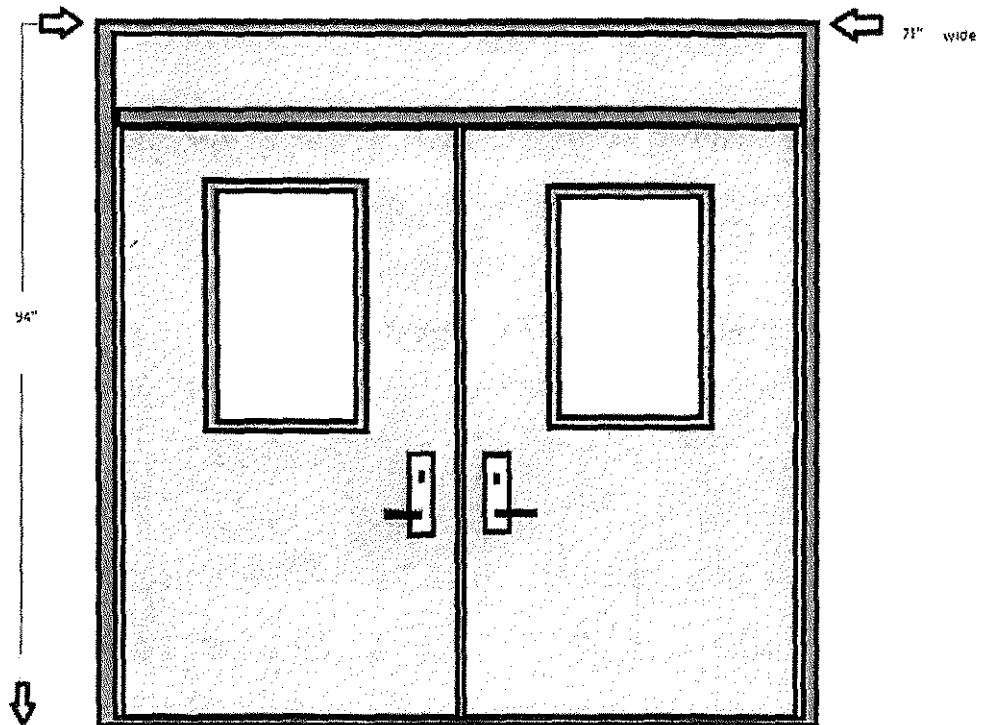
VILLAGE OF ORLAND PARK  
14700 RAVINIA AVE  
ORLAND PARK, IL. 60462

14650 RAVINIA  
ORLAND PARK

		P.O. NO.	TERMS	REP
			UPON RECIEPT	RWC
Qty	Item	Description	Cost	Total
4	AW DC-516-AL	ARROW DOOR CLOSER	165.00	660.00
2	HARDWARE	VON DUPRIN 99 SERIES VERTICAL ROD EXIT DEVICE WITH ELECTRIC LATCH RETRACTION (WIRING TO BE DONE BY OTHERS)	1,995.00	3,990.00
2	HARDWARE	VON DUPRIN 99 SERIES VERTICAL ROD EXIT DEVICE	985.00	1,970.00
4	HARDWARE	VON DUPRIN 99 SERIES EXTERIOR LEVER TRIM	458.00	1,832.00
2	LAB01	LABOR TO INSTALL EACH OPENING	595.00	1,190.00
		SOUTH DOUBLE DOORS TO MAIN HALLWAY		
1	LAB01	LABOR TO REMOVE DOORS AND HARDWARE	185.00	185.00
6	HARDWARE	HINGE FILLER PLATES	3.50	21.00
50% DEPOSIT REQUIRED. BALANCE DUE UPON COMPLETION OF WORK. LABOR FOR SERVICE WORK IS WARRANTED FOR 90 DAYS. NEW MECHANICAL PARTS ARE WARRANTED FOR ONE YEAR. REUSED MATERIALS HAVE NO WARRANTY. FOR ELECTRONICS, ALL NEW PARTS ARE WARRANTED FOR ONE YEAR. ALL LABOR FOR NEW INSTALLATIONS ARE WARRANTED FOR ONE YEAR. UNLESS OTHERWISE INDICATED IN WRITING.			<b>Subtotal</b>	\$19,910.30
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$19,910.30

Signature

Phone #	Fax #	E-mail	Web Site
(708) 532-6560	(708) 429-6902	SERVICE@goldylocksinc.com	www.goldylocksinc.com



## AFFIDAVIT OF COMPLIANCE

The undersigned Gerald Griffin, as President  
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)  
and on behalf of Golden Locks, Inc., certifies that:  
(Enter Name of Business Organization)

### 1) BUSINESS ORGANIZATION:

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

Federal Employer I.D. #: 36-4265105  
(or Social Security # if a sole proprietor or individual)

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

☐ Sole Proprietor  
☐ Independent Contractor (Individual)  
☐ Partnership  
☐ LLC  
☒ Corporation Illinois November 1981  
(State of Incorporation) (Date of Incorporation)

### 2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

### 3) SEXUAL HARRASSMENT POLICY: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

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

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

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such 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 Proposer 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 Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) **TAX CERTIFICATION:**    Yes ☒ No ☐

Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) **AUTHORIZATION & SIGNATURE:**

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

**ACKNOWLEDGED AND AGREED TO:**

*Gerald J. Griffin*  
Signature of Authorized Officer

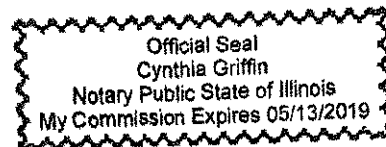
*Gerald J. Griffin*  
Name of Authorized Officer

*President*  
Title

*12/18/2015*  
Date

Subscribed and Sworn To  
Before Me This *18<sup>th</sup>* Day  
of *December*, 20*15*

*Cynthia Griffin*  
Notary Public Signature



( NOTARY SEAL )

## INSURANCE REQUIREMENTS

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

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

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

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

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 18<sup>th</sup> DAY OF December, 2015

Signature

Printed Name & Title

Authorized to execute agreements for:

Name of Company





# CERTIFICATE OF LIABILITY INSURANCE

GOLDLOC-01

JJAROSZ

DATE (MM/DD/YYYY)

12/18/2015

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

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

<b>PRODUCER</b> Gnade Insurance Group, Inc. 219 N White Street Frankfort, IL 60423	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (815) 464-8800	<b>FAX (A/C, No):</b> (815) 464-8971
<b>INSURED</b>  Goldy Locks Inc. 17048 Oak Park Ave Tinley Park, IL 60477	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> West Bend Mutual Insurance Company	<b>NAIC #</b> 15350
	<b>INSURER B:</b> Hartford Casualty Insurance Co.	<b>29424</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	1490973	10/04/2015	10/04/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			1491107	10/04/2015	10/04/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			1490973	10/04/2015	10/04/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	83WECBI9342	12/09/2015	12/09/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			1491107	10/04/2015	10/04/2016	1,000,000/2,000,000

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

It is hereby agreed and understood that the Village of Orland Park, and their respective officers, trustees, directors, employees and agents are named as additional insured on the GL policy on a primary and non-contributory basis per written contract.

A Waiver of Subrogation in favor of the additional insured applies to the GL and Work Comp policies.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Orland Park  
14770 Ravina Avenue  
Orland Park, IL 60462

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

AUTHORIZED REPRESENTATIVE

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