

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

**Legistar File ID#:** 2018-0808

**Innoprise Contract #:** C19-0010

**Year:** 2019-2021 + 2022

**Amount:**

**Department:** Recreation - Irene Buikema

**Contract Type:** Services

**Contractors Name:** First Student, Inc.

**Contract Description:** Day Camp Transportation 2019-2021 (option renew 2022)

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

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



**TRUSTEES**

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

January 17, 2019

Mr. David Chan  
First Student, Inc.  
1717 Park Street, Ste 225  
Naperville, Illinois 60563

**RE: NOTICE TO PROCEED –Day Camp Transportation 2019-2021**

Dear Mr. Chan:

This notification is to inform you that the Village of Orland Park has received all necessary paperwork in order for work to commence on the above stated project.

Please contact Irene Buikema at 708-403-6280 to arrange the commencement of the work.

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

For your records, I have enclosed one (1) fully executed contract dated January 14, 2019. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

Encl:

CC: Irene Buikema

MAYOR  
Keith Pekau

VILLAGE CLERK  
John C. Mehalek

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



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January 14, 2019

Mr. David Chan  
First Student  
1717 Park Street, Ste 225  
Naperville, Illinois 60563

**NOTICE OF AWARD –Day Camp Transportation 2019-2021**

Dear Mr. Chan:

This notification is to inform you that on December 17, 2018, the Village of Orland Park Board of Trustees approved awarding First Student the contract in accordance with the proposal you submitted November 5, 2018, for Day Camp Transportation 2019-2021, with the option to renew for 2022, at the proposed unit prices.

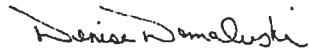
In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 28, 2019.

- I am attaching the Contract for Day Camp Transportation 2019-2021. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the 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.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462 or email to [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org). The signed Contracts, 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](mailto:ddomalewski@orlandpark.org).

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

cc: Irene Buikema



This Contract is made this 14th day of January, 2019 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and First Student (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

The Request for Proposals#18-047 issued October 31, 2018  
The Instructions to Proposers  
This Contract  
The Proposal dated November 5, 2018 as it is responsive to the VILLAGE'S RFP requirements  
Certificate of Compliance  
References  
Certificates of insurance  
Day Camp Schedule (provided annually by Recreation Department)

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

*To provide busing service for 2019, 2020 and 2021, with the option to renew for 2022, summer day camps' various field trips and swim days at Centennial Aquatic Center from approximately June 10th – August 2nd. See attached Exhibit A for further details.*

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

	# Passengers	2019	2020	2021	2022
Rate per hour regular vehicle	72	\$47.00	\$48.50	\$50.00	\$51.50
Rate per hour large capacity vehicle	84	\$47.00	\$48.80	\$50.00	\$51.50
Rate per hour lift bus	Based on #WC	\$47.00	\$48.50	\$50.00	\$51.50
Minimum # hours	3	3	3	3	3
Overtime Rate	NA	NA	NA	NA	NA
Chicago Tax	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Parking, Tolls	Not Included in rate	Not Included in rate	Not Included in rate	Not Included in rate	Not Included in rate
Time Charge Begins	GTG	GTG	GTG	GTG	GTG
Cancellation Policy	\$75 for onsite cancellations	\$75 for onsite cancellations	\$75 for onsite cancellations	\$75 for onsite cancellations	\$75 for onsite cancellations
Additional Information:	AC buses available at 15% premium				

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

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence on the first day of camp, Monday, June 10, 2019, and continue expeditiously from that date until the last day of summer camp, August 2, 2019 with similar dates in 2020-2021. The VILLAGE has the option to renew for one (1) additional year, 2022. 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 CONTRACTOR 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 CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

or other indemnified party in connection therewith.

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

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

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

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

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

**To the VILLAGE:**

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

**To the CONTRACTOR:**

David Chan  
National Charter Sales Manager  
First Student  
1717 Park Street, Ste 225  
Naperville, Illinois 60563  
Telephone: 630-637-7651  
Facsimile: 630-364-5703  
e-mail: [david.chan@firstgroup.com](mailto:david.chan@firstgroup.com)

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

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

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

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

**SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

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

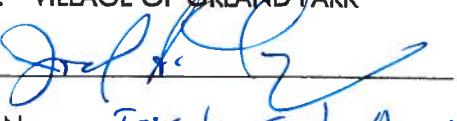
**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

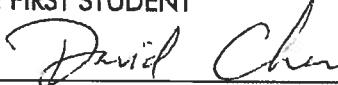
**SECTION 14: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: VILLAGE OF ORLAND PARK

By:   
Print Name: Joseph S. Lamorgo  
Its: Village Manager  
Date: 1/16/19

FOR: FIRST STUDENT

By:   
Print Name: David Chen  
Its: National Sales Mgr  
Date: 1-15-19

 ORLAND PARK  
PROPOSAL SUMMARY SHEET  
RFP # 18-047  
Day Camp Transportation 2019-2021

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

Organization Name: FIRST STUDENT

Street Address: 1717 PARK STREET SUITE 225,

City: NAPERVILLE State: IL Zip: 60563

Contact Name: DAVID CHAN

Phone: 630-637-7651 Fax: 630-364-5703

E-Mail address: DAVID.CHAN@FIRSTGROUP.COM

Please complete Proposal Detail Sheet (included as an EXCEL file under separate cover)

Signature of Authorized Signee: 

Title: NATIONAL CHARTER SALES MANAGER

Date: 11/5/18

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



ORLAND PARK  
CERTIFICATE OF COMPLIANCE

The undersigned DAVID CHAN, as NATIONAL CHARTER SALES MANAGER  
(Enter Name of Person Making Certification) (Enter Title of Person Making  
Certification)

and on behalf of FIRST STUDENT, 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.#: 59-2364035  
(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 DELEWARE 1983  
(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 HARASSMENT 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.

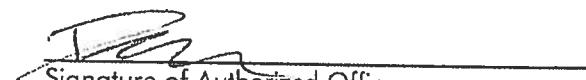
5) **TAX CERTIFICATION:** Yes  No

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

ACKNOWLEDGED AND AGREED TO:



\_\_\_\_\_  
Signature of Authorized Officer

DAVID CHAN \_\_\_\_\_  
Name of Authorized Officer

NATIONAL CHARTER SALES MANAGER \_\_\_\_\_  
Title

11/5/18 \_\_\_\_\_  
Date

## REFERENCES

ORGANIZATION	<u>GLENVIEW PARK DISTRICT</u>
ADDRESS	<u>2400 CHESTNUT AVE</u>
CITY, STATE, ZIP	<u>GLENVIEW, IL 60026</u>
PHONE NUMBER	<u>847-724-5670</u>
CONTACT PERSON	<u>JOE POLINA</u>
DATE OF PROJECT	<u>2015-PRESENT</u>
ORGANIZATION	<u>VILLAGE OF ORLAND PARK</u>
ADDRESS	<u>14700 SOUTH RAVINIA AVE</u>
CITY, STATE, ZIP	<u>ORLAND PARK, IL 60462</u>
PHONE NUMBER	<u>708-403-7275</u>
CONTACT PERSON	<u>IRENE BUIKEMA</u>
DATE OF PROJECT	<u>2016-2018</u>
ORGANIZATION	<u>NORTHBROOK PARK DISTRICT</u>
ADDRESS	<u>545 ACADEMY DRIVE</u>
CITY, STATE, ZIP	<u>NORTHBROOK, IL 60062</u>
PHONE NUMBER	<u>847-897-6119</u>
CONTACT PERSON	<u>THERESA GLATZHOFER</u>
DATE OF PROJECT	<u>2010-PRESENT</u>
Proposer's Name & Title:	<u>DAVID CHAN- NATIONAL CHARTER SALES MANAGER</u>
Signature and Date:	 <u>11/5/18</u>

## INSURANCE REQUIREMENTS

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

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident    \$1,000,000 – Policy Limit  
\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence    \$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate

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

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

\$4,000,000 – Each Occurrence    \$4,000,000 – 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. 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 proposer 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 proposer.

ACCEPTED & AGREED THIS 5 DAY OF November, 2018

  
Signature  
DAVID CHAN- CHARTER SALES  
MANAGER  
printed Name & Title

Authorized to execute agreements for:

   Name of Company - FIRST STUDENT



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2017

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

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

**PRODUCER**  
Arthur J. Gallagher Risk Management Services, Inc.  
250 Park Avenue  
3rd Floor  
New York NY 10177

CONTACT	Tanya D. Stephenson	
NAME:		
PHONE	212-994-7085	FAX
(A/C No. Ext.)		(A/C No.) 212-994-7047
E-MAIL	Tanya_Stephenson@ajg.com	
ADDRESS:		

**INSURED**  
FIRST STUDENT, INC.  
600 Vine St  
Ste 1400  
CINCINNATI OH 45202

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of	19445
INSURER B : New Hampshire Insurance Company	23841
INSURER C : American Home Assurance Company	19380
INSURER D :	
INSURER E :	
INSURER F :	

### COVERS

CERTIFICATE NUMBER: 1408235647

### 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 WVO	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			GL 3629890	12/31/2017	12/31/2018	EACH OCCURRENCE	\$5,000,000	
	<input type="checkbox"/> Abuse and						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000	
	<input checked="" type="checkbox"/> Molestation Incl						MED EXP (Any one person)	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC  <input type="checkbox"/> OTHER:						PERSONAL & ADV INJURY	\$5,000,000	
							GENERAL AGGREGATE	\$10,000,000	
							PRODUCTS - COMP/OP AGG	\$5,000,000	
								\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CA1921809 CA1921810 (MA) CA1921808 (VA)	12/31/2017 12/31/2017 12/31/2017	12/31/2018 12/31/2018 12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	
A	<input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$	
A	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$	
	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident)	\$	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						\$	
	DED	RETENTION\$					EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N	N/A	WC 014649551 (AOS,GA,OR) WC 014649558 (MN) WC 014649547 (FL) WC 014649549 (MA,WI) WC 014649548 (CA) WC 014649559 (ME)	12/31/2017 12/31/2017 12/31/2017 12/31/2017 12/31/2017 12/31/2017	12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018	X PER STATUTE	OTH- ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$5,000,000	
C	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$5,000,000	
B	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$5,000,000	

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

Workers Compensation:

Policy #: WC 014649550 (AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT)

Policy Term: 12/31/17 to 12/31/18

Carrier Name: NEW HAMPSHIRE INS CO (NAIC #:23841)

Limits: E.L. Each Accident / E.L. Disease- Ea Employee / E.L. Disease-Policy Limit - \$5,000,000

See Attached...

### CERTIFICATE HOLDER

### CANCELLATION

Evidence of Insurance

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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PROPOSAL DETAIL SHEET

RFP #18-047

DAY CAMP TRANSPORTATION 2019-2021

	# Passengers	2019	2020	2021	2022
Rate per hour regular vehicle	\$ 72.00	\$47 per hour gtg	\$48.50 per hr gtg	\$50.00 per hr gtg	\$51.50 per hr gtg
Rate per hour large capacity vehicle	\$ 84.00	\$47 per hour gtg	\$48.50 per hr gtg	\$50.00 per hr gtg	\$51.50 per hr gtg
Rate per hour lift bus	based on # WC	\$47 per hour gtg	\$48.50 per hr gtg	\$50.00 per hr gtg	\$51.50 per hr gtg
Minimum # hours		3	3	3	3
Overtime Rate		NA	NA	NA	NA
Chicago Tax		\$9.00	\$9.00	\$9.00	\$9.00
Parking, Tolls		Not included in rate	Not included in rate	Not included in rate	Not included in rate
Time Charge Begins		\$75 for onsite cancellations	\$75 for onsite cancellations	\$75 for onsite cancellations	\$75 for onsite cancellations
Cancellation Policy					
Additional Information:		Ac buses available at 15% premium			

Company Name: FIRST STUDENT

Proposer Name: DAVID CHAN

Title: NATIONAL CHARTER SALES MANAGER

Date: 11/5/2018

Please include any additional details, if any, in the body of your proposal.