

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0546

Multi Year: ☒

Amount \$0.00

2009 Budget
\$55,000 12mth

Contract Type:

Professional Services

Contractor's Name:

United Gymnastics Academy (UGA)

Contractor's AKA:

Execution Date:

8/20/2008

Termination Date:

8/31/2008

Renewal Date:

8/31/2009

Department:

Recreation

Originating Person:

Ray Piattoni

Contract Description: Gymnastics Instruction



Monday, September 08, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

September 5, 2008

Mr. Kevin Quirk
United Gymnastics Academy
722 Center Road
Frankfort, Illinois 60423

RE: *NOTICE TO PROCEED*
Gymnastics Instruction

Dear Mr. Quirk:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of September 5, 2008.

Please contact Ray Piattoni at 708-403-6283 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed 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. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated August 20, 2008 for gymnastics instruction at the Sportsplex for one year with an annual renewal option. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Ray Piattoni
Nancy Flores

VILLAGE OF ORLAND PARK
Gymnastics Instruction
(Instructor-Independent Contractor Agreement)

This Contract is made this **20th day of August, 2008** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and United Gymnastics Academy (UGA) (hereinafter referred to as the "INSTRUCTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the INSTRUCTOR (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.

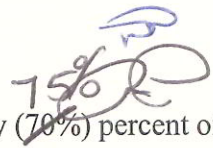
This Contract
The Terms and Conditions
Gymnastics Vendor Contract Terms
All Certifications required by the Village
Certificates of Insurance

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

Gymnastic Instruction for the Village of Orland Park Recreation and Parks Department gymnastics programs

(hereinafter referred to as the "WORK"). These services are to be provided by Instructor as an independent contractor and not as an employee of the Village. Instructor represents that all employees utilized by Instructor are fully trained. Instructor understands that no training will be provided by the Village. In performing its obligations pursuant to this Agreement, Instructor will do nothing that could adversely affect the goodwill or reputation of the Village.

The VILLAGE agrees to pay the INSTRUCTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following:

75% 

September 1, 2008 – August 31, 2009 - for the first year of the contract, Seventy (70%) percent of the gross revenues, at the resident rate, for all recreation class fees collected for performance of the described services and Eighty-Five (85%) percent of the gross revenues, at the resident rate, for all team class fees collected. INSTRUCTOR will not receive any percentage of non-resident surcharge.

After August 31, 2009 - for each subsequent annual renewal of the contract (September 1 – August 31), Seventy-Five (75%) percent of the gross revenues, at the resident rate, for all recreation class fees collected for performance of the described services and Eighty-Five (85%) percent of the gross revenues, at the resident rate, for all team class fees collected. INSTRUCTOR will not receive any percentage of non-resident surcharge.

SECTION 3: NO ASSIGNMENT: Except for instructor's retention of employees as provided in Section 5, below, INSTRUCTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: The term of this agreement shall commence on the **1st day of September, 2008, and continue through the 31st day of August, 2009**, covering the full Recreation and Parks Department Gymnastics season. This Contract shall be effective for a term of one year and shall be automatically renewed annually unless INSTRUCTOR or VILLAGE provides 90 days written notice of termination. This contract 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 reserves the right to terminate or change the terms of this contract as it deems appropriate.

SECTION 5: INDEPENDENT CONTRACTOR STATUS: To the fullest extent permitted by law, Instructor shall be an independent contractor hereunder and neither Instructor nor anyone acting on its behalf shall be deemed an agent, employee, joint venturer or servant of Village. Neither Village nor Instructor shall have any right to act on behalf of or bind the other party for any purpose. As an independent contractor, the mode, manner, method and means used by Instructor in the performance of Services shall be of Instructor's selection and under the sole control and direction of Instructor. Instructor shall be responsible for all risks incurred in the operation of Instructor's business and shall enjoy all the benefits thereof. Instructor is not obligated to perform services personally but is free to retain employees to perform services pursuant to this Agreement. Instructor shall determine the time and place of the performance of its obligations pursuant to this Agreement and the attached proposal; provided however, that Instructor shall achieve the results set forth in the Schedule within the time period set forth in Section 4; and provided further that if Instructor determines that services should or must be performed on Village premises, Village shall not be obligated to alter its normal hours of operation. The Instructor expressly acknowledges that its employees shall not be entitled to provision by the Village of worker's compensation, vacation, health, accident or life insurance or to any pension, profit-sharing or savings plan, and the Instructor agrees to indemnify and hold harmless the Village from any claim that Instructor or its employee is entitled to such benefits from the Village.

SECTION 6: INDEMNIFICATION AND INSURANCE: With respect to services performed by the Instructor on the premises of the Village, the Instructor agrees to the fullest extent permitted by law to indemnify and hold harmless the Village, its trustees, directors, officers, agents and employees against any and all claims, suits, actions, demands or losses against Village and pay all costs (including attorney's fees and costs of defense) for damage to the property of, or personal injuries to, or death of, any person or persons, including the Instructor, if such claims, suits or losses are caused directly or indirectly by, are connected with, or arise out of the performance of this Agreement by the Instructor, whether by negligence or otherwise.

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

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

To the VILLAGE:

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

To the INSTRUCTOR:

Kevin Quirk or Glen Willmeng
United Gymnastics Academy
722 Center Road
Frankfort, Illinois 60423
Telephone: 815-469-8282
Facsimile: 815-469-7373
e-mail: kevquirk@yahoo.com
gwillmeng@aol.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 INSTRUCTOR'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 INSTRUCTOR shall replace any incompetent, abusive or disorderly person in its employ.

For the safety of children involved in youth classes (9 and under), instructors must see that children are released to their parents or another designated responsible adult. Children should not be allowed to leave the classroom unattended during the class session. Instructors are not to leave until all children are picked up by a parent, guardian or other responsible adult. The INSTRUCTOR must contact a VILLAGE/Sportsplex employee if assistance is required or the child has not been

picked up.

Instructors are required to arrive fifteen (15) minutes ahead of the scheduled class time and shall be ready to begin class at the start of class time.

SECTION 9: LIQUIDATED DAMAGES: Should the INSTRUCTOR fail to perform the services as agreed or at the specified date and time, the VILLAGE shall be entitled to \$25 per lesson/class compensation for instructors showing up late and \$50 per lesson/class for not showing up at all without due cause, not as a penalty but as an agreed upon amount of compensation to the Village for costs incurred in providing class supervision or a substitute instructor.

SECTION 10: FORCE MAJEURE: Neither Village nor Instructor shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

SECTION 11: PAYMENTS TO OTHER PARTIES: The INSTRUCTOR 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 12: VILLAGE PROPERTY: Upon expiration of this Agreement or termination for any reason, Instructor will forthwith deliver and assign to the Village all the results performed by Instructor pursuant to this Agreement including but not limited to all documents, records, notebooks and repositories of or containing secret, confidential or proprietary information concerning the Village or its business affairs or products, including all copies thereof in the Instructor's possession, whether prepared by the Instructor or others, and all other property of the Village in the Instructor's possession, including keys and access or security cards providing access to Village facilities or equipment. In the absence of permission by the Village, the Instructor will not at any time during the term or after termination of this Agreement reveal, divulge or make known to any person outside the Village's business organization, or use for the Instructor's own account, any secret, confidential or proprietary information concerning the Village or its business, affairs or products (whether developed in whole or in part by the Instructor's efforts). The Instructor will at no time, either during the term or after termination of this Agreement make any use of any such information except for the benefit of the Village.

SECTION 13: COMPLIANCE: INSTRUCTOR shall comply with all of the requirements of the Contract Documents including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 14: 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 15: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 16: 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: _____

Its: _____

Date: _____

FOR: THE INSTRUCTOR

By: _____

Print Name: _____

Its: _____

Date: _____

Village of Orland Park
Recreation & Parks Department
Gymnastics Vendor Contract Terms

Instructors:

- All instructors shall be qualified to teach instructional gymnastics for the age group assigned. The Recreation and Parks Department reserves the right to request that an instructor be replaced.
- All instructors shall be safety certified and will engage in safe practices in all phases of instruction and supervision at all times.
- All instructors shall be members of USA Gymnastics.
- At a minimum, the vendor agrees to perform a criminal conviction check for each state an employee has resided in. This can be accomplished through the Bureau of Identification with the Illinois State Police (815.740-5160). Additionally, the vendor agrees to verify that no employee is listed as a sex offender on the Illinois Registered Sex Offender web site (www.isp.state.il.us).
- All coaches/instructors shall be in appropriate attire including a vendor uniform shirt.

Safety:

- Instructors are responsible for the behavior of all participants. Participants and/or parents which are disruptive or problematic should be brought to the attention of the gymnastics program supervisor, or Manager on Duty (MOD), immediately.
- All accidents, minor or major, shall be reported to Sportsplex staff immediately so that appropriate care and documentation may occur. Contacts: Quincy Bejster, Program Supervisor. Office: 403-6279/Cell 277-8218. Ray Piattoni, Administrator. Office: 403-6283/Cell: 772-5391, MOD's Cell: 417-2968, Sports Central: 645-7529/Cell: 417-3232.
- All "incidental touches" shall be documented at the time of the occurrence. The program supervisor, Sportsplex Administrator or MOD shall be notified within thirty (30) minutes of an occurrence. The parent of a participant who has experienced an incidental touch shall be notified of the occurrence when the child is picked up. This notification, along with the details of the conversation, shall be documented on the "Incidental Touch Form."
- No child shall be allowed to leave the gymnastics studio without the permission of the instructor.
- Children 9 and under, shall not be allowed to leave the gymnastics studio without an authorized adult (i.e. parent or instructor). In situations which require the instructor to leave the studio, a Sportsplex staff person will be contacted by the instructor to supervise the class until the return of the instructor.
- At the conclusion of class, the instructor will not allow children 9 and under to leave the studio without an authorized adult.

Attendance and Payment:

- Instructors are to arrive for class a minimum of 15 minutes prior to each class' scheduled starting time.
- A fee of \$25 per occurrence will be assessed each time an instructor is late. This fee will be deducted from the session payment.
- No class shall be cancelled without due cause. Classes cancelled for any reason other than due cause will be assessed a \$50 fee per occurrence. This fee will be deducted from the session payment.
- All cancelled classes will be made up at a date and time agreed to by the gymnastics program supervisor at no additional cost to participants. Make-up classes will occur within one week of the session end date, or within a mutually agreed upon time period.
- A class beginning more than ten minutes late will be made-up within one week of the session end date.
- Instructors will take attendance for each class. Participants not on the attendance sheet (not registered for the program) shall not be allowed to participate. Attendance sheets shall be turned in to the program supervisor at the conclusion of the session.
- The minimum instructor/participant ratio will be as follows: 2 – 5 year olds: 6 to 1; 6 year olds and up: 8 to 1.
- Classes with a minimum of 3 participants will run as scheduled. All program class changes/cancellations will be approved in advance by the program instructor.
- Invoices may be submitted at the mid-point of the program session period.
- For year one of the contract, vendor shall receive 70% of the gross revenues, at the resident rate, for all recreation classes and 85% of the gross revenues, at the resident rate, for all team classes. For all subsequent years of the contract, vendor shall receive 75% of the gross revenues, at the resident rate, for all recreation classes and 85% of the gross revenues, at the resident rate, for all team classes.

Miscellaneous:

- All marketing materials, publications and correspondence shall be approved by the program instructor prior to distribution. Materials representing the Village of Orland Park will contain the following text "Village of Orland Park, Recreation and Parks Department".
- Vendor agrees to perform quarterly evaluations which shall include, but not be limited to: participant return rates, date/time of site visits with observations, end of session program evaluation/report.
- Vendor agrees to host one meet per year if required.
- The Village of Orland Park reserves the right to terminate or change the terms of this contract as it deems appropriate.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

☒ Corporation: State of incorporation: ILLINOIS
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

UNITED GYMNASTICS ACADEMY (Corporate Seal)
Business Name

[Signature]
Signature

KEVIN QUIRK
Print or type name

OWNER
Title

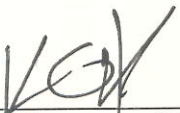
8/27/08
Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, KEVIN QUICK, being first duly sworn certify and say
that I am PARTNER
(insert "sole owner," "partner," "president," or other proper title)

of UNITED GYMNASTICS ACADEMY, the Prime Contractor
submitting this proposal, and that the Prime Contractor 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.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 4TH Day
of SEPTEMBER, 2008.

Donna M Krzebiot
Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

KEVIN QUINN, having submitted a proposal for
UNITED GYMNASTICS ACADEMY (Name of Contractor) for
GYMNASTICS (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before
me this 4th day of SEPTEMBER, 2008.

Donna M Krzebiot

Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and

Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: 

ATTEST: 

DATE: 8/27/08

TAX CERTIFICATION

I, KEVIN QUIRK, having been first duly sworn
depose and state as follows:

I, KEVIN QUIRK, am the duly
authorized

agent for UNITED GYMNASTICS ACADEMY,
which has

submitted a proposal to the Village of Orland Park for

Gymnastics Instruction and I hereby certify
(Name of Project)

that UNITED GYMNASTICS ACADEMY 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.

By: [Signature]
Title: OWNER

Subscribed and Sworn to
Before me this 4th
Day of SEPTEMBER, 2008

Donna M Krzebiot



REFERENCES

(Please type)

ORGANIZATION FRANKFORT PARK DISTRICT

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER 815.469.9400

CONTACT PERSON STACEY PROPER

DATE OF PROJECT _____

ORGANIZATION ORLAND HILLS PARK DISTRICT

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER 708.349.7211

CONTACT PERSON GLENN BILINA

DATE OF PROJECT _____

ORGANIZATION PEOTONE HIGH SCHOOL - CHEER TEAM

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER ~~815.469.9400~~ 815.469.9400

CONTACT PERSON MARY CANN

DATE OF PROJECT _____

Proposer's Name: KEVIN QUIRK

Signature: [Signature]

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

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

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, The Village of Orland Park Recreation and Parks Department 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 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 and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS 27 DAY OF August, 2008



Signature

Kevin Quick owner

Printed Name & Title

Authorized to execute agreements for:

UNITED GYMNASIUM ACADEMY

Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCE				MR060	DATE(MM/DD/YYYY) 08/29/08	
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED UGI, INC. DBA: UNITED GYMNASTICS ACADEMY 722 CENTER ROAD FRANKFORT, IL 60423 A Member of the Sports, Leisure & Entertainment RPG			INSURERS AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: Lexington Insurance Company INSURER C: INSURER D: INSURER E:		NAIC #	
COVERAGES						
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 OF 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	FWC0004004200	12:01AM 04/28/08	12:01AM 04/28/09	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS COMP/OP AGG \$1000000 PROFESSIONAL LIABILITY \$1000000 LEGAL LIAB TO PARTICIPANTS \$1000000
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per person) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
B		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	AIX0000223593800	12:01AM 08/29/08	12:01AM 04/28/09	EACH OCCURRENCE \$2000000 ✓ AGGREGATE \$2000000 ✓
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A		MEDICAL PAYMENTS FOR PARTICIPANTS	FWC0004004200	12:01AM 04/28/08	12:01AM 04/28/09	Primary Medical Excess Medical \$150000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY ON A PRIMARY/NON-CONTRIBUTORY BASIS: VILLAGE OF ORLAND PARK, ITS TRUSTEES, BOARD MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS. GENERAL LIABILITY COVERAGE INCLUDES A WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED.						
CERTIFICATE HOLDER				CANCELLATION		
VILLAGE OF ORLAND PARK ATTN: PAULA SWANSTROM 14700 RAVINIA AVENUE ORLAND PARK, IL 60462				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES		
				Authorized Representative 		

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID MM
UGI-001

DATE (MM/DD/YYYY)

08/18/08

PRODUCER Southpoint Insurance Agcy, Inc 19645 S. LaGrange Road Mokena IL 60448 Phone: 708-478-3440 Fax: 708-478-3368		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED UGI Inc. Wayde Beechy 8500 W. 191 Street Mokena IL 60448		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: K&K INSURANCE	
		INSURER B: Cincinnati Insurance Co	
		INSURER C: Ill Assigned Risk Workers Comp	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	6BFWC0000004004200	04/28/08	04/28/09	EACH OCCURRENCE	\$ 1000000	
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000	
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5000	
					PERSONAL & ADV INJURY	\$ 1000000	
					GENERAL AGGREGATE	\$ 2000000	
					PRODUCTS - COMP/OP AGG	\$ 2000000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐ ANY AUTO				BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	☐ HIRED AUTOS						
☐ NON-OWNED AUTOS							
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	☐ ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY AGG	\$	
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$	
						\$	
						\$	
						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	6KUB0722160-9	07/17/08	07/17/09	WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100000	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100000	
					E.L. DISEASE - POLICY LIMIT	\$ 500000	
B	Cincinnati Insuran	CAP5330056	07/19/08	07/19/09	BPP	\$150000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured with respect to General Liability on a Primary/ Noncontributory Basis: Village of Orland Park, its trustees, board members, officers, directors, employees, and agents. Waiver of subrogation in favor of additional insureds.

CERTIFICATE HOLDER**CANCELLATION**

ORLAND1 Village of Orland Park Paula Swanstrom 14700 Ravinia Ave Orland Park IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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RE: Certificate of Insurance
SERVICES: _____

DATE(S) OF SERVICES: _____

Dear Sir/Madam:

In connection with the above-referenced services for the Village of Orland Park, the maintenance of adequate insurance is the first step in ensuring coverage for any potential accident or claim and is a necessary precaution to avoid jeopardizing your, and The Village of Orland Park's, operations. In connection with our own insurance program and the operations of the Village, we must provide our insurance carrier with a list of all organizations performing services for or on behalf of the Village of Orland Park, along with their Certificates of Insurance evidencing proof of insurance coverage. Therefore, kindly submit to our office a Certificate of Insurance indicating the following coverages and minimum limits:

- A. Commercial General Liability Insurance on an occurrence basis with a combined Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate, and issued by a reputable carrier licensed to do business in the State of Illinois. The policy shall include Broad Form Property Damage, Premises Operations, Contractual Liability, Independent Contractor, Completed Operations and Products Liability. The policy shall also include an endorsement identifying **THE VILLAGE OF ORLAND PARK, and THE VILLAGE OF ORLAND PARK RECREATION AND PARKS DEPARTMENT, and their respective officers, directors, employees and agents** as Additional Insureds (via ISO form CG2026 11/85). Coverage for the Additional Insureds must be on a primary/non-contributory basis. Said policy shall also contain a Waiver of Subrogation in favor of the Additional Insureds.
- B. Excess Liability Insurance on an occurrence basis with a limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate. The policy must be an Umbrella-Follow Form policy and be excess over the coverages listed in A-B above. This coverage may be waived, or limit requirements reduced, but only at the sole discretion of the Village.
- C. Workers Compensation and Occupational Disease Insurance in accordance with applicable state and federal laws, an Employer Liability Insurance with a limit of liability of at least \$500,000. In the event ALL persons performing operations for your organization are unpaid volunteers, a letter of confirmation from your insurance carrier or agent must be provided in lieu of such evidence of Workers Compensation coverage.
- D. All Risk Property Insurance on a replacement cost basis, covering all property (belonging to you, your employees or other third parties), all trade fixtures, equipment, stock, merchandise, and all other items of personal property brought onto, kept at or stored upon Village property in connection with the Event. Said policy shall insure against loss or damage by casualties or causes of whatever kind or nature, and shall contain a Waiver of Subrogation in favor of the Additional Insureds. This coverage may be waived, or limit requirements reduced, but only at the sole discretion of the Village.

The certificate shall provide thirty (30) days written notice to the Village (as Certificate Holder) prior to alteration or cancellation of coverage. Permitting you to proceed with your operations prior to our receipt of the foregoing certificate however shall not be a waiver of the obligation to provide all of the above insurance.

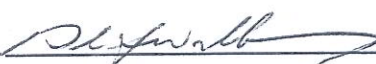
Please forward your Certificate of Insurance within 10 days of your receipt of this letter along with a signed copy of this letter acknowledging your obligation to provide the foregoing coverages. I have included a SAMPLE CERTIFICATE OF INSURANCE, as well as a sample of ADDITIONAL INSURED form CG2026 for your reference; please provide a copy of this letter and the Sample Certificates to your insurance agent for their reference. Thank you in advance for your assistance and cooperation. If you have any questions, please feel free to call Paula Swanstrom at (708) 403-6196.

Sincerely,
THE VILLAGE OF ORLAND PARK

By: _____

ACCEPTED & AGREED: date 8-15-08

Organization Name: United Gymnastics Academy

By: 
Signature

Title: Owner /
Vice President