

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2018-0661

Innoprise Contract #: C19-0001

Year: 2019-2023

Amount:

Department: Parks - Gary Couch

Contract Type: Services

Contractors Name: Service Sanitation, Inc.

Contract Description: Rental & Service of Portable Toilets

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

October 31, 2018

Mr. Keith Kay
Service Sanitation, Inc.
135 Blaine Street
Gary, Indiana 46406

NOTICE TO PROCEED – Rental and Service of Portable Toilets 2019-2023

Dear Mr. Kay:

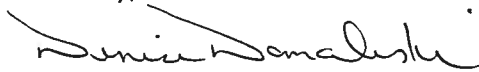
This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of October 23, 2018.

Please contact Gary Couch at 708-403-6241 regarding the work.

The Village will be processing a Purchase Order for this contract once the 2019 financials are available 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. Also, your final invoice for this contract 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 October 21, 2018 in an amount not to exceed proposed unit prices. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Gary Couch
Kurt Heinlen
Ray Piattoni

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

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



**ORLAND
PARK**

VILLAGE HALL

TRUSTEES

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

October 22, 2018

Mr. Keith Kay
Service Sanitation, Inc.
135 Blaine Street
Gary, Indiana 46406

NOTICE OF AWARD – Rental and Service of Portable Toilets 2019-2023

Dear Mr. Kay:

This notification is to inform you that on October 15, 2018, the Village of Orland Park Board of Trustees approved awarding Service Sanitation, Inc. the contract in accordance with the proposal you submitted dated September 15, 2018, for Rental and Service of Portable Toilets 2019-2023 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 November 5, 2018.

- I am attaching the Contract for Rental and Service of Portable Toilets 2019-2023. 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 continue to provide 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, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462 or emailed to 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 when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

cc: Gary Couch


ORLAND PARK
 Rental and Service of Portable Toilets 2019-2023
 (Contract for Services)

Received
 OCT 25 2018
 Finance Department

This Contract is made this 22nd day of October, 2018 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and SERVICE SANITATION, INC. (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 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 #18-040
- The Instructions to Proposers
- This Contract
- The Terms and Conditions
- The Proposal as it is responsive to the VILLAGE'S RFP requirements
- Certificate of Compliance
- Insurance Requirements
- References
- Certificates of Insurance

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

Rental and Service of Portable Toilets for use by the Village of Orland Park throughout the year. The Portable Toilets must be completely set-up, serviced, ready for operation and delivered to various locations throughout the Village of Orland Park. The cost per unit shall include daily cleaning, delivery, pick up, disposal and a damage waiver. The CONTRACTOR is responsible for repairing or incurring the cost of any turf or property damage.

Location of portable toilets and service dates (The number of units and dates may vary slightly according to our needs):

Park	Address	Dates
Brentwood Park	Pine Street	04/02 to 11/09
Cachey Park	157th & Parkway	04/02 to 11/09
Cachey Park	Wheeler Drive	04/02 to 09/30
Centennial Park	Fun Drive by soccer fields (5 units) Staff will be onsite to spot units	04/02 to 11/16

Special Events

Throughout the year, the Village holds special events for which portable toilets may be necessary. Units must be cleaned before event starts each day. Units may be on site for 1 - 5 days, depending on the event. Pricing is based on the number of days of the event, not the number of days the unit is on site. The Village reserves the right to separately award portable toilet services to outside vendors for Special Events.

EVENT CLEANING

	2019	2020	2021
1-Day Event			
(Price per unit per event)			
Per Standard Unit	\$57.00	\$59.00	\$59.00
Per ADA Unit	\$97.00	\$99.00	\$99.00
Per Handwash Unit	\$57.00	\$59.00	\$59.00
2-Day Event			
(Price per unit per event)			
Per Standard Unit	\$72.00	\$74.00	\$74.00
Per ADA Unit	\$110.00	\$112.00	\$112.00
Per Handwash Unit	\$72.00	\$74.00	\$74.00
3-Day Event			
(Price per unit per event)			
Per Standard Unit	\$87.00	\$89.00	\$89.00
Per ADA Unit	\$125.00	\$127.00	\$127.00
Per Handwash Unit	\$87.00	\$89.00	\$89.00
4-Day Event			
(Price per unit per event)			
Per Standard Unit	\$102.00	\$104.00	\$104.00
Per ADA Unit	\$136.00	\$138.00	\$138.00
Per Handwash Unit	\$102.00	\$104.00	\$104.00
5-Day Event			
(Price per unit per event)			
Per Standard Unit	\$117.00	\$119.00	\$119.00
Per ADA Unit	\$149.00	\$151.00	\$151.00
Per Handwash Unit	\$117.00	\$119.00	\$119.00

Optional 2022 & 2023

Extension Pricing

	2022	2023
1-Day Event		
(Price per unit per event)		
Per Standard Unit	\$ 59.00	\$ 59.00
Per ADA Unit	\$104.00	\$105.00
Per Handwash Unit	\$ 59.00	\$ 59.00

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

To the CONTRACTOR:
Keith Kay
Sr. Account Manager
Service Sanitation, Inc.
135 Blaine Street
Gary, Indiana 46406
Telephone: 800-909-5646
Facsimile: 219-949-1008
e-mail: keith@servicesanitation.com

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: THE VILLAGE

By: 

Print Name: Joseph S. LaMargo

Title: Village Manager

Date: 10/25/18

FOR: THE CONTRACTOR

By: 

Print Name: Keith Kay

Title: Sr. Account Manager

Date: 10/23/18



**ORLAND PARK
CERTIFICATE OF COMPLIANCE**

The undersigned Keith Key, as Sr. Account Manager,
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Service Solutions, 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.#: 36-4468973
(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 IL 9/20/2001
(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.

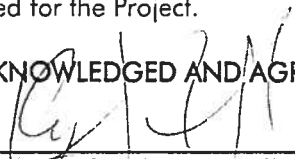
5) TAX CERTIFICATION: Yes [] No []

Proposer is 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

Keith Key

Name of Authorized Officer

Sr. Account Manager

Title

9/15/18

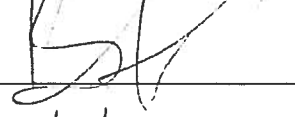
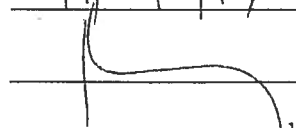
Date

REFERENCES

ORGANIZATION Village of Orland Park
ADDRESS 14700 S. Riveria Ave
CITY, STATE, ZIP Orland Park, IL 60462
PHONE NUMBER 708-403-6187
CONTACT PERSON Denise Domalewski / Beer Brewing
DATE OF PROJECT 2013 to present

ORGANIZATION Tinley Park Park District
ADDRESS 8125 W. 171st St
CITY, STATE, ZIP Tinley Park, IL 60477
PHONE NUMBER 708-342-4261
CONTACT PERSON Ryan Velman
DATE OF PROJECT 2011 to present

ORGANIZATION Lisle Park District
ADDRESS 1825 Short Street
CITY, STATE, ZIP Lisle, IL 60532
PHONE NUMBER 630-969-0992
CONTACT PERSON Andrew Cerutti
DATE OF PROJECT 2011 to present

Proposer's Name & Title: Keith Key 
Signature and Date:  9/15/18

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

Any insurance policies providing the coverages required of the Contractor/Vendor 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.

Proposer agrees that prior to any commencement of work to 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 contractor.

ACCEPTED & AGREED THIS 15 DAY OF September, 2018

Signature

Keith Key Sr. Account manager
Printed Name & Title

Authorized to execute agreements for:

Service Sanitation, Inc.
Name of Company

