Date Sent: 10/17/2025

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0038

Contract #: 20250125

Start date: 1/21/2025

End date: 5/29/2025

Amount: $ 46,640.00

Contingency Amount: $ 5,000.00

Department: Public Works

Total Contract Amount: $ 51,640.00

Contract Type: Professional Services

Contractors Name: Baynum Painting Inc dba Baynum Amusement Solutions

Status of Ownership: N/A

Status of Sub: N/A

Certification: **Attached** ☐ **Self-Certifying** ☐ **Did not disclose** ☑

Contract Description: 2025 CPAC Slide Preventative Maintenance

ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Baynum Painting Inc. d/b/a Baynum Amusement Solutions FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made January 20, 2025, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Baynum Painting Inc. d/b/a Baynum Amusement Solutions (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with 2025 CPAC Preventative Maintenance (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:
   ☒ The Consultant's Proposal or Bid No. A-12101, and dated January 8, 2025; and/or
   ☐ Village of Orland Park RFQ/RFP/Purchase Order No. _____.
   which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request For Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. Payment:
   A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:
   ☒ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
   ☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
   ☐ A not-to-exceed amount of $51,640.00 ("Contract Price")
   ☒ A not-to-exceed Proposal or Bid amount of $46,640.00, plus $5,000.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed $51,640.00 ("Contract Price")
   (i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed $51,640.00. Said price shall be the total compensation for Consultant's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant

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incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

B. Invoices: The Consultant agrees to and shall prepare and submit:

☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or

☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.

C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly

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performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

☒ Scope of Services as set forth in the Consultant's proposal dated January 8, 2025 (Exhibit A)

☐ Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than January 21, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than May 29, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such

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consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement 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:
Name: Mike Mazza
Village of Orland Park

14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
Email: mmazza@orlandpark.org

To the Consultant:
Name: Jason Prather
Company: Baynum Painting Inc.
d/b/a Baynum Amusement Solutions
Address: 942 Saratoga Street
City, State, Zip: Newport, IL, 41071
Telephone: 859-491-9800
Email: jprather@baynum.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.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
    A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
    B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.

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C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

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

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

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned,

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leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

(c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

(iv) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this

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Contract by any act or omission, including, but not limited to:

(a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

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

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

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

G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

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

J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or

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omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments

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shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.

B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.

D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section

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33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.

G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.

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18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. 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. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village 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 under this agreement.

21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.

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22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.

23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

Baynum Painting Inc. d/b/a Baynum Amusement Solutions	VILLAGE OF ORLAND PARK
By: E-SIGNED by Walt Bowser on 2025-02-28 21:38:28 GMT	By: E-SIGNED by Jim Culotta on 2025-03-07 18:16:50 GMT
Name: Walt Bowser	Name: Jim Culotta
Its President & Authorized Agent	Title: Interim Village Manager

EXHIBIT A
[ATTACH]
Scope of Work as set forth in Consultant's Proposal No. A-12101dated January 8, 2025
and/or in Village Proposal Number _____ dated _____

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

1363391-02-13-13

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Jan 08, 2025

Exhibit A

Proposal: A - 12101

Village of Orland Park
Attn: Mike Mazza
14700 S. Ravina Ave
Orland Park, Illinois 60462
Site Location: Centennial Park Aquatic Center
15600 West Ave, Orland Park, IL 60462

Proposal: CPAC Slide PM and Light Pole Painting

Hello Mike,

We hereby propose to complete the above referenced project, according to the following specifications.

Scope of Work:

1.01 High-pressure water clean up to 5,000 p.s.i. using biodegradable degreasing agent and steam/hot water blast where necessary, in order to remove any grease, oil, loose paint, dirt and oxidation as per SSPC-SP1 Standard.

1.02 Hand prepare necessary areas by hand scraping, sanding and wire brush as per SSPC-SP2 Standard.

1.03 Power tool prepare all applicable surfaces with dual action sanders, grinders and wire wheel as per SSPC-SP3 Standard.

1.04 Pre-prime corroded surfaces with Benjamin Moore Corotech Rust Arrestor V180. (Film forming primer that chemically transforms rust, halting the corrosion process and enabling the surface to accept a topcoat).

1.05 Spot prime all necessary areas including bare steel, corroded areas, rigging scrapes, burnishes and welds, including fasteners with (1) coat of: Sherwin Williams Macropoxy 646 Epoxy Primer

1.06 Finish paint all structural steel with (1) coat of: Sherwin Williams Sherloxane 800 Urethane hybrid top coat

1.07 Clean, buff and wax slide interiors

1.08 Prepare joints and crevices for proper adhesion of caulk

Proposal is valid for 30 days

1.09 Caulk slide joints as needed using Sikaflex Adhesion Pre-Prime and Sika Flex 291 White Urethane Adhesive/Seal

1.10 Bid estimated as using existing structural steel color scheme with coating to be applied by brush and roll application only.

Proposal is valid for 30 days

Total Cost Labor and Material Equipment:

80 Hour Maintenance package $46,640.00

Includes: Labor, material and equipment required for 2 Baynum employees to perform 40 hours each. Any additional time and material would be performed on a time and material basis.

Project estimated to be completed in 3 Weeks

SubTotal: $46,640.00
Contingency: $5,000.00
Grand Total: $51,640.00

Proposal is valid for 30 days

Please sign below using your respective fields to acknowledge you accept the proposed items and have read the terms and conditions below:

Proposal: A - 12101
Jan 08, 2025

Baynum Amusement Solutions Agent	**Client**
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Terms and Conditions per the Professional Services Agreement between BPI Painting Company d/b/a Baynum Solutions and the Village of Orland Park dated January 20, 2025, will apply.

Proposal is valid for 30 days

TERMS AND CONDITIONS

~~These terms and conditions (these "Terms") are made part of the proposal to which they are attached (the "Proposal") and any subsequent written agreement between the customer (the "Customer") and Baynum Painting, Inc., d/b/a Baynum Amusement Solutions, a Kentucky corporation ("Baynum Solutions"). The Proposal and any subsequent agreement are collectively referred to herein as the "Agreement."~~

Objective:

~~1. Baynum Solutions proposes to provide services (the "Services") and goods and products (collectively, the "Products") to complete the project referenced in the Agreement.~~

Exclusions:

~~1. The Agreement excludes the following:~~

~~a. any work to adjacent structures, equipment, and areas not named in the Agreement (i.e., station house, queue line, railings, fences, etc.) unless otherwise noted;~~

~~b. removal and replacement of signage, canopies, awnings, fencing, light fixtures, bulbs, and ancillary fixtures;~~

~~c. clearing of vegetation that hinders access to the work area;~~

~~d. expenses related to hazardous conditions, including, without limitation, lead paint testing, environmental monitoring, chip and debris disposal, and water containment; and~~

~~e. waste disposal, if required.~~

~~2. Unless otherwise agreed upon, taxes, duties, and import fees shall be the Customer's responsibility, which includes, but are not limited to, customs clearance, import taxes, and any withholding tax. All taxes, duties, and other applicable fees shall be billed as a separate line item on invoices.~~

Schedule:

~~1. Services require unrestricted access to the project's work area. If necessary, Baynum Solutions is permitted to utilize a seven-day work week (allowing for lost days due to inclement weather) with no premium charges, regardless of available working days.~~

~~2. Any schedule provided by Baynum Solutions is subject to change due to a Force Majeure Event, and Baynum Solutions shall be afforded a reasonable additional amount of time for performance for any delay caused by a Force Majeure Event.~~

Compliance:

~~1. All of Baynum Solutions' employees are trained under the safety rules and regulations of the Occupational Safety and Health Administration and Hazard Communication Standard.~~

~~2. All of Baynum Solutions' employees are covered by liability and Workers' Compensation Insurance against damage or injury while providing Products and Services.~~

~~3. All completed work adheres to the following standard practices and procedures to maximize coating performance and ensure satisfactory results:~~

~~a. Existing surface condition assessment to determine the best approach (Standards defined in ASTM D5065-95);~~

~~b. coating compatibility testing to ensure maximum adhesion and visual performance (Standards defined in ASTM D5064-95);~~

~~c. monitoring and documentation of all phases of Services for the duration of the project by NACE Level 3 Coatings Inspector; and~~

Warranty:

~~1. For one year from substantial completion of the Services, or providing of the Products, as applicable, Baynum Solutions will warrant and repair defective workmanship that falls below the applicable standard of care. This warranty expressly excludes rust bleed from joints, fasteners, and crevasses (steel on steel) that are inaccessible.~~

~~2. When applicable, the warranty is contingent on existing coating passing ASTM D4541's pull-off strength test at 400 p.s.i. To obtain the manufacturer's approval for the warranty, Baynum Solutions will coordinate an industrial representative's presence for testing.~~

~~3. Any and all warranties do not apply to damage or failure to perform arising from any acts of God, abuse, misuse, abnormal use, or use in violation of any applicable standard, code, or instructions for use.~~

~~4. Warranty excludes coverage of caulk or caulking Baynum performs on any waterslide seams and joints that may leak after project sign-off, as caulk or caulking condition is considered a routine maintenance item to be handled by owner.~~

~~5. EXCEPT FOR THE EXPRESS WARRANTY IN THIS SECTION, BAYNUM SOLUTIONS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR OTHERWISE.~~

Price Terms:

~~1. The cost set forth in the Agreement includes all labor, supplies, and equipment. However, if the cost is based upon information or photos provided by the Customer, the cost is subject to change upon an inspection of the actual surface condition of the project.~~

~~2. Payments for Baynum Solutions' Products and Services, periodically billed, shall be due within 30 calendar days of the date of Baynum Solutions' invoice, and payment shall neither be contingent upon interim or final construction financing nor tenant or governmental approvals. Baynum Solutions reserves the right to modify or withdraw credit terms at any time without notice. Disputes or questions regarding a portion of an invoice shall not be cause for withholding payment for the remaining portion not in question. Baynum Solutions reserves the right to suspend or terminate its Services if payment in full is not received within 60 calendar days after the invoice date. In the event of such suspension or termination, Baynum Solutions shall have no liability to the Customer, the project owner, the real property owner, or any other party for any delay or damages. Should an attorney or collection agency be used to obtain payment from the Customer, the Customer shall be responsible for the cost of the collection agency along with any attorney fees, court costs, and other costs and expenses associated with efforts to obtain payment.~~

Miscellaneous:

~~1. Assignment. The Customer shall not assign or transfer, in whole or in part, the Agreement, or any of its rights within these Terms, without the prior written consent of Baynum Solutions. Without Baynum Solutions' prior written consent, any attempt to assign or transfer, including a change in control of the Customer, shall be a material breach under these Terms and the Agreement.~~

~~2. Unenforceability. If any of the provisions of these Terms or the Agreement are found to be illegal or otherwise unenforceable, such provisions will be stricken. The enforceability of the remaining provisions shall not be affected by illegal or unenforceable provisions that are stricken. All remaining provisions shall continue in full force and effect as if the unenforceable provision was never included in these Terms or the Agreement.~~

~~3. Force Majeure. Baynum Solutions shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of the Customer or those under the Customer's control, acts of government, or other civil or military authorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, pandemics, wars, riots, embargoes, delays in transportation, lack of or inability to obtain materials, components, labor, fuel or supplies, or other circumstances beyond Baynum Solutions' reasonable control ("Force Majeure Event"). If Baynum Solutions elects, the time for performance shall be extended by a period of time equal to the time lost from delays caused by a Force Majeure Event. If Baynum Solutions is prevented from completing or delivering any Products or Services, in whole or in part, to the Customer because of any Force Majeure Event, then the Customer agrees to promptly pay Baynum Solutions for any Products and Services then completed after the Customer receives an applicable invoice.~~

~~4. Waiver. No waiver of any provision of these Terms or the Agreement (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative of Baynum Solutions. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver for any other rights or obligations under these Terms or the Agreement or applicable law in connection with any other instances or circumstances.~~

~~5. Third Parties. Nothing contained in these Terms or the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Customer or Baynum Solutions. The Products and Services are for the sole benefit of the Customer, and no other entity shall have any claim against Baynum Solutions because of these Terms, the Agreement, or Baynum Solutions' performance of Services or provision of Products hereunder.~~

~~6. Limitation of Liability. To the fullest extent permitted by applicable law, in no event will Baynum Solutions, its affiliates, agents, officers, directors, subcontractors, or suppliers, be liable for any special damages, consequential damages, indirect damages, incidental damages, statutory damages, exemplary or punitive damages, loss of profits, loss of revenue, liquidated damages, or loss of use, even if informed of the possibility of such damages. Baynum Solutions' liability for damages arising out of or related to Products or Services shall in no case exceed the purchase price of the Products or Services from which the claim arises. To the fullest extent permitted by applicable law, these limitations and exclusions shall apply to all of Baynum Solutions' liability arising or resulting from all claims and causes of actions, which includes, but is not limited to, breach of contract, breach of warranty, tort (including but is not limited to negligence, gross negligence, malice, or intentional conduct), strict liability, by operation of law, or otherwise.~~

~~7. Hazardous Material. Except in compliance with applicable law and as required to complete the Services or Products, Baynum Solutions shall not cause the project's site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials. Except for Baynum Solutions' grossly negligent acts or omissions, the Customer, on behalf of itself, its successors and assigns, releases Baynum Solutions and its subcontractors, and their successors and assigns, from and against all claims known or unknown, arising out of, related in any way to the presence, misuse, use, disposal, release or threatened release of any Hazardous Substances, including disturbance of pre-existing Hazardous Materials, and any liability or claim related to the project arising under any environmental laws. "Hazardous Materials" shall mean: (1) any "hazardous waste" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, etc.), as amended, and regulations promulgated thereunder, (2) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, etc.), as amended, and regulations promulgated thereunder, including asbestos, mold, and lead paint; (3) any "hazardous waste" or "hazardous substance" as defined by applicable state laws and regulations, as amended, and regulations promulgated thereunder, and (4) any hazardous, toxic or dangerous waste, substance, or material as defined in any so called "superfund" or "superlien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning such waste, substance or material.~~

~~8. Applicable Law/Forum. These Terms and the Agreement shall be governed by the laws of the state where the project is located. Baynum Solutions and the Customer consent to the exclusive jurisdiction of the state and federal courts of the state where the project is located. Baynum Solutions and the Customer each waive any objection based *on forum non conveniens* or any objection to venue of any such action.~~

~~9. Default. If the Customer (a) fails to make a payment when due, (b) becomes insolvent, (c) undergoes a change in ownership, (d) files a voluntary bankruptcy proceeding, or has an involuntary bankruptcy petition filed against it without obtaining a discharge of that petition within sixty (60) days, (e) has a receiver appointed over all or any of its assets, or (f) takes any other action that Baynum Solutions determines in its sole discretion adversely impacts the conditions under which the Agreement was entered, then the Customer is in material breach of these Terms and the Agreement and: (i) all amounts outstanding to~~

Baynum Solutions will become due immediately; (ii) Baynum Solutions may suspend or cancel any pending orders of Products and/or Services; and (iii) the Customer shall pay a finance charge on all amounts outstanding at a rate equal to amount currently charged by Baynum Solutions, not to exceed the lesser of two percent (2%) per month or the highest rate permitted by applicable law, all without prejudice to any other rights or remedies at law or in equity that Baynum Solutions may have, including any right to claim actual damages. The Customer will pay all costs of collection of any amounts due to Baynum Solutions, including court costs, attorney fees, expert fees, and other expenses. In the event of the Customer's default, Baynum Solutions may, in its sole discretion, apply any payments made first to attorney fees and any costs and expenses, then to any accrued and unpaid interest, and then to any remaining balance due and owing under any outstanding invoices.

10. Indemnity. To the fullest extent permitted by law, the Customer shall indemnify, defend, and hold Baynum Solutions harmless from all claims, losses, liabilities, causes of actions, violations of law, damages, costs, and expenses (including attorneys' fees) arising out of: (a) the Customer's breach of this Agreement; (b) the Customer's possession, use, handling, storage, sale, processing, or any disposition of the Products provided; (c) errors, omissions, negligence or other wrongful conduct of the Customer and its customers, employees, users, carriers, agents, officers, members, director, or subcontractors; and (d) Hazardous Materials at the project's site, except to the extent of Baynum Solution's breach of these Terms or the Agreement as determined under Section 13. If this Section applies to any matter, Baynum Solutions shall have the right to select and retain counsel of its choosing, all at the Customer's expense, and to participate in the defense. The Customer shall not enter into a settlement agreement without Baynum Solutions' prior written consent.

11. Review. The Customer represents and warrants that it has had an opportunity to fully review the provisions of these Terms and the Agreement with attorneys of its choice as a result of which the Customer acknowledges and agrees (a) that any rule of law that provides that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of these Terms or the Agreement; and (b) that the Customer is entering into these Terms and the Agreement knowingly, voluntarily, and of its own free will.

12. Entire Agreement. These Terms and the Agreement constitute the complete and exclusive statement of the agreement between Baynum Solutions and the Customer and shall exclusively govern the sale of the Products and Services by Baynum Solutions to the Customer in connection with or as contemplated by the following: (a) Baynum Solutions' written or oral proposals, quotations and sales to the Customer (collectively, "Quotation"); and (b) the Customer's written or oral purchase orders or other communication to Baynum Solutions related to the Products or Services (collectively, "Purchase Order"). In the event of a conflict between the terms and conditions contained in a Quotation, Purchase Order, invoice, or final order acknowledgment and those contained in these Terms, the terms contained in these Terms shall govern. Notwithstanding any different or additional terms or conditions contained in a Purchase Order, Baynum Solutions accepts the Customer's order only on the condition that the Customer expressly accepts and assents to these Terms. The Customer's order shall not be binding upon Baynum Solutions unless and until such order is accepted by Baynum Solutions in writing. In the absence of the Customer's acceptance of these Terms, Baynum Solutions' commencement of performance or acknowledgment of a Purchase Order shall be for the Customer's convenience only and shall not be construed as Baynum Solutions' acceptance of any different or additional terms. In addition, the Customer's acceptance of any Products or Services shall be deemed to be an acceptance of all of these Terms. Baynum Solutions objects to any additional, contradictory, or different terms contained in any initial or subsequent Purchase Order from the Customer for any Products or Services provided by Baynum Solutions, including, but not limited to, any indemnification, remedy, or warranty provisions. Baynum Solutions' failure to object to specific provisions contained in any Purchase Order shall not be deemed a waiver of the provisions contained in these Terms. Without limiting the generality of the foregoing, Baynum Solutions' rights and obligations under the Agreement or these Terms will not be qualified by or subject to any vendor credentialing, code of conduct, or similar requirements imposed by or on the Customer, including its vendors or suppliers.

13. Dispute Resolution. The law of the state where the project is located governs the application and interpretation of the Agreement and these Terms regardless of any applicable conflict of law principles. Any legal action or proceeding arising out of the Agreement and these Terms will be brought exclusively in the state or federal courts where the project is located. The Customer irrevocably submits to personal jurisdiction in such courts and consents to service of process by U.S. mail or by any other service method permitted by those courts. A certified, final judgment in any such action or proceeding will be conclusive and may be enforced in any court by suit on the judgment. The Customer will follow notice, administrative, or claims procedures contained in the Agreement and these Terms before instituting any legal action or proceeding in connection with this Agreement. If the Customer fails to do so, then it shall be responsible for Baynum Solutions' reasonable attorney fees and costs associated with enforcing those notice, administrative, or claim procedures. The prevailing party in any legal action or proceeding arising out of this Agreement or these Terms shall be entitled to recover its reasonable attorney fees, expert fees, and other fees and costs from the non-prevailing party.

14. Confidentiality. The Customer agrees to maintain in strict confidence and will not, directly or indirectly (including through its principals, employees, agents, or affiliates), divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of Baynum Solutions or its affiliates, any confidential or proprietary information relating to Baynum Solutions' Products, Services, pricing, technology, business relationships, or customers, or otherwise relating to Baynum Solutions' business operations. The Customer shall use the same level of care (but in any event will not use less than commercially reasonable care), to prevent disclosure of Baynum Solutions' confidential and proprietary information as the Customer uses with its own information of similar sensitivity or importance. The Customer acknowledges that all of Baynum Solutions' confidential and proprietary information compiled, obtained by, or furnished to Baynum Solutions in connection with all Products, Services, or Purchase Orders, is confidential information and Baynum Solutions' exclusive property. The Customer shall be responsible for any disclosure of confidential or other information in violation of this Section by any of its principals, employees, affiliates, or agents.

15. Counterparts and E-signature. The Agreement and subsequent amendments, if any, may be executed in several counterparts and all so executed shall constitute one agreement binding upon all parties. The Agreement and subsequent amendments, if any, may be signed manually, by facsimile, or electronically, all of which shall constitute a valid, original signature and shall be fully binding and enforceable against all parties.

16. Property Insurance. The Customer and the applicable real property's owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the project is located, property insurance written on a builder's risk "all-risk" completed value or equivalent policy form, which shall be sufficient to cover the total value of the project on a replacement cost basis. The Customer's property insurance coverage shall be no less than the amount of the Products and Services furnished to the Customer for the project, plus the value of subsequent modifications, labor performed, and materials or equipment supplied by others. The property insurance shall be maintained until substantial completion and shall include the interests of the property owner, the Customer, and Baynum Solutions and its subcontractors, if any.

17. Conflicts. In the event of any conflict, inconsistency, or ambiguity in these Terms and the Agreement, these Terms shall control and have priority.

18. Modifications. These Terms and the Agreement shall not be modified or amended except by written agreement executed by both parties.

19. Notice. Every notice, demand, request, consent, approval, or other communication that either party is required or desires to give or make to the other party shall, notwithstanding any other provisions of these Terms or the Agreement, be effective only if given in writing at the following applicable address and (1) delivered by hand and receipted for; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by overnight mail as follows: If to Baynum Solutions, 942 Saratoga St., Newport, Kentucky 41071, Attn: Daniel Adams; The Customer's address shall be the address set forth in the Proposal or its applicable statutory agent's address unless otherwise provided in writing.

ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned Walter Bowser,
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of Baynum Painting dba, Baynum Amusement Solutions, certifies that:
(Enter Name of Business Organization)

1) **A BUSINESS ORGANIZATION: Yes [x] No [ ]**

Federal Employer I.D. #: 61-1109789
(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
_x_ Corporation Kentucky *(State of Incorporation)* 6/30/1986 *(Date of Incorporation)*

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]
Small Business [ ] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [x]

How are you certifying? **Certificates Attached [ ]** **Self-Certifying [ ]**

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]
Small Business [ ] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [x]

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

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

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

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

5) **SEXUAL HARRASSMENT POLICY COMPLIANT: Yes [x] No [ ]**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

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

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

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the

Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

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

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

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

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

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

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

_____
Signature of Authorized Officer

Walt Bowser
_____
Name of Authorized Officer

President
_____
Title

1/31/2025
_____
Date

ORLAND PARK

INSURANCE REQUIREMENTS

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

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

Standard Insurance Requirements	Please provide the following coverage if box is checked.
WORKERS' COMPENSATION & EMPLOYER LIABILITY Full Statutory Limits - Employers Liability $500,000 – Each Accident $500,000 – Each Employee $500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park **AUTOMOBILE LIABILITY** (ISO Form CA 0001) $1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles. **GENERAL LIABILITY** (Occurrence basis) (ISO Form CG 0001) $1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage $2,000,000 – General Aggregate Limit $1,000,000 – Personal & Advertising Injury $2,000,000 – Products/Completed Operations Aggregate **ADDITIONAL INSURED ENDORSEMENTS:** *(Not applicable for Goods Only Purchases)* • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursing a third party to recover damages for covered loses.	**LIABILITY UMBRELLA** (Follow Form Policy) ☑ $1,000,000 – Each Occurrence $1,000,000 – Aggregate ☐ $2,000,000 – Each Occurrence $2,000,000 – Aggregate ☐ Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability **PROFESSIONAL LIABILITY** ☐ $1,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ $2,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ Other: _____ Deductible not-to-exceed $50,000 without prior written approval ☐ **BUILDERS RISK** Completed Property Full Replacement Cost Limits – Structures under construction ☐ **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY** $1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site ☐ **CYBER LIABILITY** $1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage ☐ **CG 20 37 ADDITIONAL INSURED** – Completed Operations (Provide only if box is checked)

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

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 6th DAY OF February, 20 25

Signature

Authorized to execute agreements for:

Walt Bowser, President

Printed Name & Title

Baynum Amusement Solutions

Name of Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2025

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
Digital Insurance LLC-Cincinnati, OH
9938 Crescent Park Drive
West Chester OH 45069

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 888-779-2800 FAX (A/C, No): 513-779-2803
E-MAIL ADDRESS: rs.certificates@onedigital.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Interstate Ins Co	31895
INSURER B : Ace Amer Ins Co	22667
INSURER C : Hanover Insurance Company	22292
INSURER D : Hanover American Insurance Co	36064
INSURER E : Allmerica Fin Benefit Ins Co	41840
INSURER F : Cincinnati Specialty Underwriters	13037

INSURED BAYNPAI-01
Baynum Painting Inc dba Baynum Amusement Solutions
942 Saratoga Street
Newport, KY 41071

COVERAGES **CERTIFICATE NUMBER:** 3209995 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	L3W-J621072-00	12/31/2024	3/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			AWWJ620740	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D F	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			L3W-J621073-00 CSU 0245509	12/31/2024 12/31/2024	3/1/2025 12/31/2025	EACH OCCURRENCE AGGREGATE Occurrence/Aggregate	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCKY3260662024	4/1/2024	4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D B	Rented/Leased Equipment Coverage Foreign Liability			ZDWJ620681 PHFD42270155 006	12/31/2024 5/7/2024	12/31/2025 5/7/2025	Coverage Limit Each Occurrence General Aggregate	$950,000 $1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is listed as Additional Insured with respect to General Liability.
Waiver of subrogation on workers comp policies is not allowed in the state of Kentucky

CERTIFICATE HOLDER

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park IL 60462

CANCELLATION

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization for whom you are performing operations or for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization, provided such written contract or agreement has been executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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ORLAND PARK

Contractual Risk Solutions

Contractual Risk Transfer Evaluation Summary

Date 2/6/25

Vendor/Contractor Name: Baynum Amusement Solutions
Contract/Project Name/ #: CPAC Preventative Maintenance
Contract Type: ■ Contractor ☐ Prof. Srvs ☐ Goods Only ☐ MSA
MSA Title
Type of Work: Aquatic Ctr. Maintenance
Contract/Project Summary: CPAC Preventative Maintenance
Policy Expiration Date: GL-3/1/25 ; Umbrella-3/1/25; Excess Umbrella-12/31/25;

Required Coverages/Limits – Per Contract: **Compliant:**

General Liability:	$1 million	$2 million General Agg.	Other:	■Yes	☐No	☐NA
Umbrella Liability:	$1 million	$2 million	Other: $5M/$5M	■Yes	☐No	☐NA
Auto Liability:	$1 million	Any Auto/Owned	Other:	■Yes	☐No	☐NA
Workers' Comp./ Employer Liability	$500,000 Each Accident, Each Employee, Policy Limit		Other:	■Yes	☐No	☐NA
Prof. Liability:	$1 million	$2 million	Other:	☐Yes	☐No	■NA
Env. Liability:	$1 million	$2 million	Other:	☐Yes	☐No	■NA
Exc./Umb. Prof.				☐Yes	☐No	■NA
Excess/Umb GL			$5M/$5M	■Yes	☐No	☐NA
Cyber Liability:	$500,000	$1 million	Other:	☐Yes	☐No	■NA
Builders Risk:	Completed Project Value		Other:	☐Yes	☐No	■NA
Other:			Other:	☐Yes	☐No	☐NA

Required Endorsements:

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

Additional Coverages/Revisions Approved:

WC Waivers of Subrogation not allowed for KentuckyCompanies

Orland Park Hold Harmless/Indemnity Agreement Accepted: ■Yes ☐No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ■ Not Acceptable ☐

Village of Orland Park

Sole Source Request Form

Required for Purchases $5,000 - $24,999

Department: Public Works Date: 1/6/2025

Division (if applicable): NRF

Description of Good/Service: 2025 CPAC Slide Preventative Maintenance and Light Pole Painting

Manufacturer or Supplier: Baynum Amusement Solutions

Dollar Amount: $51,640.00 Co-op Purchasing Contract #: N/A

Have Adequate Funds Been Budgeted For This Purchase? Yes ☒ No ☐

Account number(s): 2008010-443150

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- ☐ One-of-a-Kind — The commodity or service has no competitive product alternatives available on the market.
- ☐ Compatibility — The commodity or service must match existing brand of equipment for compatibility.
- ☐ Replacement Part — The commodity is a replacement part for a specific brand of existing equipment.
- ☑ Operation Continuity — The commodity or service is needed to maintain operational continuity.
- ☐ Unique Design — The commodity or service must meet physical design or quality requirements.
- ☐ Delivery Date — Only one supplier can meet necessary delivery requirements.
- ☐ Emergency — PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.
- ☐ Other

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

Annual preventative maintenance on pool slides is key to extending the life of each slide and ensures ideal slide performance and safety for patrons. The preventative maintenance scope of work includes

Price Reasonableness

I determined that the price is reasonable for one of the following reasons: ☐ Relevant documentation attached

- ☑ I compared the proposed price to prices I previously paid for the same or similar services.
- ☐ I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- ☐ I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- ☐ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- ☐ The price is set by law or regulations.
- ☐ Market research reveals that same or similar goods or services are available for a similar price.

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- ☐ State of Illinois Joint Purchase Program
- ☐ NWMC/Suburban Purchasing Cooperative
- ☐ The GSA Schedules
- ☐ Sourcewell
- ☐ Nat'l Association of State Procurement Officials (NASPO) ValuePoint
- ☐ Choice Partners Cooperative
- ☐ The Interlocal Purchasing System (TIPS)
- ☐ Purchasing Cooperative of America
- ☐ Good Buy Purchasing Cooperative
- ☐ Omnia Partners - Public Sector
- ☐ National Intergovernmental Purchasing Alliance
- ☐ The National Cooperative Purchasing Alliance
- ☐ HGACBuy
- ☐ Municipal Partnering Initiative (MPI)
- ☐ Midwestern Higher Education Compact
- ☐ National Purchasing Partners (NPPGov)
- ☐ 1Government Procurement Alliance (1GPA)
- ☐ National BuyBoard (BuyBoard)
- ☐ Other:

Requested By:

	Name	Signature	Date
Staff Contact	Mike Mazza	Mike Mazza	1/6/25
Department Head	Joel Van Essen	Joel W. Van Essen	1/6/25

Did legal review Terms & Conditions from vendor, if applicable? ☐ Yes ☑ No ☐ N/A

Have you received a CRT summary from the Risk Manager? ☐ Yes ☑ No ☐ N/A

This form is to be attached to the contract or purchase requisition.

Revised 11/22/2024

From: Jim Culotta
To: Samantha Cooper
Cc: Anne Skrodzki
Subject: RE: CONTRACT - 2025 CPAC Slide Preventative Maintenance
Date: Friday, February 28, 2025 10:07:44 AM
Attachments: image001.png
image002.png
image006.png
image008.png

Hi Sam – I'm ok with removing both provisions.

Jim

Jim Culotta | Interim Village Manager
Village of Orland Park
14700 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708-403-6245 | Mobile. 708-603-0260

From: Samantha Cooper <scooper@orlandpark.org>
Sent: Friday, February 28, 2025 9:45 AM
To: Jim Culotta <jculotta@orlandpark.org>
Subject: FW: CONTRACT - 2025 CPAC Slide Preventative Maintenance

Hi Jim,

The contractor who is going to be doing Preventative Maintenance on the CPAC slides is asking for 2 provisions of the insurance section to be stricken, regarding Professional Liability and Cyber Liability. See below. Neither apply to this contract, which is easy to see on the Cyber because it's not checked. The PL is a little less obvious. Anyways, please see what Anne said below, and advise if you are OK with one or both being removed.

~~(iv) Professional Liability:~~
~~(a) Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not to exceed $50,000 without prior written approval.~~
~~(b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.~~

Page 6 of 13 Confidential

1363391-02-6-13

["**PROFSRVS1363391 *2 '45145036505719445550339338185192002894947134794 8*13**"] Powered by ASC

(v) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
~~(vi) ☐ Cyber Liability Coverage, for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring, expense, public relations expenses, computer system/software damage and related financial losses.~~

Thanks,

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

ORLAND PARK

From: Anne M. Skrodzki <AMSkrodzki@ktjlaw.com>
Sent: Thursday, February 27, 2025 4:08 PM
To: Samantha Cooper <scooper@orlandpark.org>
Cc: Brandi Watson <bwatson@orlandpark.org>
Subject: RE: CONTRACT - 2025 CPAC Slide Preventative Maintenance

[External Mail] Use caution with links and attachments.

Sam,

At least for the cyber liability insurance paragraph, it is not checked and therefore not applicable anyways. This is not a substantive change. I also agree with Dan that this is not a PL contract where it is required; I think we should run it by Jim just to get the blessing of someone in authority but this should not be a problem. Maybe we can flag him down tomorrow.

K|T J KLEIN, THORPE & JENKINS

ANNE M. SKRODZKI

amskrodzki@ktjlaw.com
o: 312.984.6413

15010 S. RAVINIA DRIVE, STE 10
Orland Park, IL 60462 | p: 312.984.6400

ktjlaw.com

From: Samantha Cooper <scooper@orlandpark.org>
Sent: Thursday, February 27, 2025 1:41 PM
To: Anne M. Skrodzki <AMSkrodzki@ktjlaw.com>
Cc: Brandi Watson <bwatson@orlandpark.org>
Subject: FW: CONTRACT - 2025 CPAC Slide Preventative Maintenance

> **Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. -IT Department

Hi Anne,

Can you please see Baynum's requests for removal of terms on pages 6 & 7 and advise? I also asked Dan, at least about the PL insurance, and this is what he said:

> Hi Sam
> Confirming my voice message, since this is a preventative maintenance project and not a professional services project I believe professional liability insurance is not required. However, I do not have the authority to strike a section of the Village's legal contract.
> Please feel free to call me to discuss as needed.
> Thanks
> *Dan*
>
> *Dan S. LeTourneau*, ARM
> Principal
> LT Contractual Risk Solutions
> 630-846-8862
> Ltcrs2019@gmail.com

Thanks!

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

ORLAND PARK

From: Katie Guzman <kguzman@baynum.com>
Sent: Thursday, February 27, 2025 10:24 AM
To: Samantha Cooper <scooper@orlandpark.org>
Cc: Walt Bowser <walt@baynum.com>; Jason Prather <jprather@baynum.com>; Mike Mazza <mmazza@orlandpark.org>
Subject: Re: CONTRACT - 2025 CPAC Slide Preventative Maintenance

[External Mail] Use caution with links and attachments.

Hi Samantha,

Please see the attached contract. There are a few things that we would like to see if we can get amended, see below and attached.

Page 1, 4, 13 & 17:
Update Company Name: Baynum Painting, Inc. dba Baynum Amusement Solutions (sorry this is my fault, I provided the incorrect W-9 at first, BPI is our sister company)

Page 6 & 7:
Remove - Non-Applicable
(iv) Professional Liability a&b
(vi) Cyber Liability Coverage

Please let us know if you have any questions.

Thank you,

Katie Guzman
MANAGER | ADMINISTRATIVE

o: 859.491.9800 f: 859.655.7422
942 Saratoga Street, Newport KY 41071
BAYNUM.COM

VILLAGE OF ORLAND PARK

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

Master

File Number: 2025-0038

File ID:	2025-0038	**Type:**	MOTION	**Status:**	PASSED
Version:	0	**Reference:**		**Controlling Body:**	Board of Trustees
				File Created Date :	01/06/2025
Agenda Entry:	2025 CPAC Slide Preventative Maintenance			**Final Action:**	01/20/2025

Title: 2025 CPAC Slide Preventative Maintenance

Notes:

Sponsors:		**Res/Ord Date:**	
Attachments:	Proposal - Baynum, Sole Source Request Form	**Res/Ord Number:**	
Drafter:		**Hearing Date:**	
Department Contact:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	01/06/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	01/20/2025	APPROVED				Pass

Text of Legislative File 2025-0038

..Title
2025 CPAC Slide Preventative Maintenance

History
Implementing an annual preventative maintenance program for the seven (7) slides and one (1) play feature located at the Centennial Park Aquatic Center (CPAC) has been a long-term objective of the Public Works Department. In 2022, Public Works established an annual Slide Preventative Maintenance program, wherein the slide maintenance contractor completes preventative maintenance services on all slides prior to the start of the pool season.

Annual preventative maintenance on pool slides is key to extending the life of each slide and ensures ideal slide performance and safety for patrons. The preventative maintenance scope of work includes the repair of scratches on the slides, repainting metal surfaces, caulking joints, as well as the cleaning and waxing of the slide interiors.

In previous years, the Village has coordinated this work through the original slide manufacturer WhiteWater West Industries LTD ("WhiteWater"), who in turn subcontracted this work to Baynum Amusement Solutions ("Baynum"). This work was issued to WhiteWater West Industries LTD as a sole source due to meeting manufacture specifications. In lieu of contracting this work through WhiteWater in 2025, Public Works acquired a proposal directly from Baynum as sole source proposal since they knew the manufacture specifications and it eliminates the markup from WhiteWater West Industries. A summary of the proposal from Baynum is provided below:

Baynum Proposal Summary
80 Hour Preventative Maintenance Package: $46,640.00

For comparison purposes, Public Works also requested a proposal from WhiteWater for the same preventative maintenance scope of work as Baynum provided. WhiteWater's proposal of $42,622.00 included only sixty-four (64) hours of maintenance for an average of $666/hour, which includes the markup. Alternatively, Baynum's proposal included eighty (80) hours for $46,640.00, or $583/hour, which will result in a more thoroughly completed project.

As such, the Public Works Department is requesting approval of the proposal from Baynum Amusement Solutions for 2025 Slide Preventative Maintenance for an amount not to exceed $46,640.00. A contingency of $5,000.00 is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time the proposal was signed, for a total contract price not to exceed $51,640.00.

Financial Impact
The FY2025 budget includes funding for Slide Preventative Maintenance and Repairs in the amount of $85,000.00 in GL account 2008010-443150.

Recommended Action/Motion
I move to approve the waiver of the competitive bid process and authorize the approval and execution of a vendor contract with Baynum Amusement Solutions for CPAC Slide Preventative Maintenance based on Baynum Amusement Solutions' proposal A-12101 dated January 8, 2025, for a cost of $46,640.00 plus a contingency of $5,000.00 for a total not-to-exceed contract price of $51,640.00;

AND

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

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

VILLAGE OF ORLAND PARK

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

Master

File Number: 2025-0038

2025 CPAC Slide Preventative Maintenance

I move to approve the waiver of the competitive bid process and authorize the approval and execution of a vendor contract with Baynum Amusement Solutions for CPAC Slide Preventative Maintenance based on Baynum Amusement Solutions' proposal A-12101 dated January 8, 2025, for a cost of $46,640.00 plus a contingency of $5,000.00 for a total not-to-exceed contract price of $51,640.00;

AND

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

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

Brian L. Gaspardo, Village Clerk

Recording Secretary

MAYOR
Keith Pekau

VILLAGE CLERK
Brian L. Gaspardo

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

ORLAND PARK

FINANCE

TRUSTEES
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

January 28, 2025

Jason Prather
Baynum Amusement Solutions
942 Saratoga Street
Newport, KY 41071

NOTICE OF AWARD – 2025 CPAC Slide Preventative Maintenance

Dear Mr. Prather,

This notification is to inform you that on January 20, 2025, the Village of Orland Park Board of Trustees approved awarding Baynum Amusement Solutions the contract in accordance with the proposal you submitted dated January 8, 2025, for 2025 CPAC Slide Preventative Maintenance for an amount not to exceed $46,640.00, plus a contingency of $5,000.00, for a total not-to-exceed contract price of fifty-one thousand six hundred forty and 00/100 ($51,640) Dollars. The contingency may not be spent without prior written approval by the Village through a Change Order Request.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 11, 2025.

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

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Samantha Cooper, Executive Assistant, at scooper@orlandpark.org, and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at mmazza@orlandpark.org.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

MAYOR
Keith Pekau

VILLAGE CLERK
Brian L. Gaspardo

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

ORLAND PARK

FINANCE

TRUSTEES
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

March 7, 2025

Jason Prather
Baynum Amusement Solutions
942 Saratoga Street
Newport, KY 41071

NOTICE TO PROCEED – 2025 CPAC Slide Preventative Maintenance

Dear Mr. Prather,

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

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

The Village has processed Contract Number 20250125 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities