

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

**Legistar File ID#:** 2016-0641

**Innoprise Contract #:** C16-0108

**Year:** 2016-18

**Amount:**

**Department:** Development Services - Mike Coleman/Cheryl Jordan

**Contract Type:** Services

**Contractors Name:** Roy Erikson Outdoor Maintenance, Inc

**Contract Description:** Weed & Nuisance Abatement (Oct 2016 - 10/31/18 with option to renew)

**MAYOR**

Daniel J. McLaughlin

**VILLAGE CLERK**

John C. Mehalek

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



**ORLAND  
PARK**

VILLAGE HALL

**TRUSTEES**

Kathleen M. Fenton

James V. Dodge

Patricia A. Gira

Carole Griffin Ruzich

Daniel T. Calandriello

Michael F. Carroll

December 16, 2016

Mr. Roy Erikson  
Roy Erikson Outdoor Maintenance, Inc.  
4430 W. 137<sup>th</sup> Place  
Crestwood, Illinois 60445

RE: NOTICE TO PROCEED – Weed & Grass Nuisance Abatement

Dear Mr. Erikson:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of October 28, 2016. I apologize for the delay in returning the signed contract to you.

All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org).

For your records, I have enclosed one (1) original executed contract dated October 24, 2016. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

Encl:

CC: Mike Coleman  
Cheryl Jordan

**MAYOR**

Daniel J. McLaughlin

**VILLAGE CLERK**

John C. Mehalek

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
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VILLAGE HALL

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Michael F. Carroll

October 24, 2016

Mr. Roy F. Erikson  
Roy Erikson Outdoor Maintenance, Inc.  
4430 W. 137th Place  
Crestwood, Illinois 60445

**NOTICE OF AWARD – WEED & GRASS NUISANCE ABATEMENT**

Dear Mr. Erikson,

This notification is to inform you that on October 3, 2016, the Village of Orland Park Board of Trustees approved awarding Roy Erikson Outdoor Maintenance, Inc. the contract in accordance with the proposal you submitted dated July 6, 2016, for Weed & Grass Nuisance Abatement at quoted rates.

Please comply with the following within ten business days of the date of this Notice of Award, which is by November 7, 2016.

- I am attaching the Contract for Weed & Grass Nuisance Abatement. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.

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

Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: Mike Coleman  
Cheryl Jordan

 **ORLAND PARK**  
Weed & Grass Nuisance Abatement  
(Contract for Services)



This Contract is made this **24th day of October, 2016** by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and ROY ERIKSON OUTDOOR MAINTENANCE, INC. (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

- The Request for Proposals
- The Instructions to Proposers
- This Contract
- The Proposal as it is responsive to the VILLAGE'S RFP requirements
- Affidavit of Compliance
- Certificates of insurance

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

*Cut and maintain lawns on foreclosed, abandoned and vacant properties within the Village of Orland Park on an as needed basis. The Contractor shall have three (3) business days after notification to complete work. If a specific job is more complex, a time extension will be discussed with the Village representative and must be requested in writing via letter or email.*

*Grass shall be cut to normal height of four (4) inches or below. The Village representative may also request landscape trimming and debris/garbage removal. Work shall be performed Monday through Saturday no earlier than 7:00 a.m. and no later than 9:00 p.m. per Village Code.*

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

| <u>Service</u>         | <u>Oct 3, 2016-<br/>Sept 30, 2017</u> | <u>Oct 1, 2017-<br/>Sept 30, 2018</u> |
|------------------------|---------------------------------------|---------------------------------------|
| Basic Mow              | \$ 97.00                              | \$ 113.00                             |
| Mow over 4ft           | \$ 186.00                             | \$ 217.00                             |
| Landscape Trim         | \$ 247.00                             | \$ 257.00                             |
| Garbage/Debris Removal | \$ 171.00                             | \$ 181.00                             |

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

**SECTION 4: TERM OF THE CONTRACT:** This Contract and the WORK shall commence as of October 3, 2016. The WORK shall continue expeditiously for two (2) years from that date until October 31, 2018. This Contract shall terminate on October 31, 2018, unless the Village has executed its option to renew for one (1) additional year ending October 31, 2019, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

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

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

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

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

**To the VILLAGE:**

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

**To the CONTRACTOR:**

Roy F. Erikson  
Roy Erikson Outdoor Maintenance, Inc.  
4430 W. 137<sup>th</sup> Place  
Crestwood, Illinois 60445  
Telephone: 708-597-3088  
Facsimile: 708-384-4878  
e-mail: royslawn@hotmai.com

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

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

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

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

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

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

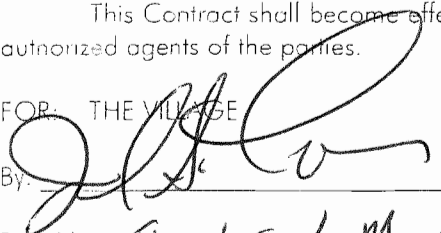
**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

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

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

FOR: THE VILLAGE

By: 

Print Name: Joseph S. LeMargo

Its: Assistant Village Manager

Date: 10/31/16

FOR: THE CONTRACTOR

By: 

Print Name: Roy F. Erikson

Its: President/owner

Date: 10/25/16

**PROPOSAL SUMMARY SHEET**

**RFP # 16-024**

**Nuisance Mowing**

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

Organization Name: Roy Erikson Outdoor Maintenance, Inc.

Street Address: 4430 W. 137th PL.

City, State, Zip: Crestwood, IL. 60445

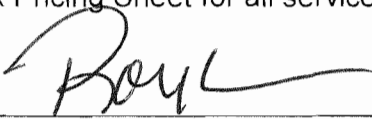
Contact Name: Roy F. Erikson

Phone: 708 597-3088 Fax: 708 385-4878

E-Mail address: royslawn care@hotmail.com

| <b>Pricing:</b>        | <b>2016</b>      | <b>2017</b>      | <b>2018</b>      |
|------------------------|------------------|------------------|------------------|
| Basic Mow              | \$ <u>97.00</u>  | \$ <u>113.00</u> | \$ <u>186.00</u> |
| Mow over 4ft           | \$ <u>186.00</u> | \$ <u>217.00</u> | \$ <u>300.00</u> |
| Landscape Trim         | \$ <u>247.00</u> | \$ <u>257.00</u> | \$ <u>267.00</u> |
| Garbage/Debris Removal | \$ <u>171.00</u> | \$ <u>181.00</u> | \$ <u>191.00</u> |

(Please also include a Scope of Work Pricing Sheet for all services with your submittal)

Signature of Authorized Signee: 

Title: President

Date: 7/6/16

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

## AFFIDAVIT OF COMPLIANCE

The undersigned Roy F. Erikson, as President  
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)  
and on behalf of Roy Erikson Outdoor Maintenance, Inc., certifies that:  
(Enter Name of Business Organization)

### 1) BUSINESS ORGANIZATION:

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

Federal Employer I.D. #: 36-3619331  
(or Social Security # if a sole proprietor or individual)

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

- ☐ Sole Proprietor  
☐ Independent Contractor (Individual)  
☐ Partnership  
☐ LLC  
☒ Corporation

ILLINOIS  
(State of Incorporation)

11/15/88  
(Date of Incorporation)

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

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

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

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

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

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

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

penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes ☒ No ☐

Contractor 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.

6) AUTHORIZATION & SIGNATURE:

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

ACKNOWLEDGED AND AGREED TO:

Roy F. Erikson  
Signature of Authorized Officer

Roy F. Erikson  
Name of Authorized Officer

President  
Title

7/6/16  
Date

Subscribed and Sworn To  
Before Me This 6th Day  
of July, 2016.

Christine Fitzpatrick  
Notary Public Signature

( NOTARY SEAL)



## REFERENCES

ORGANIZATION

Village of Midlothian

ADDRESS

14801 Pulaski

CITY, STATE, ZIP

Midlothian, IL. 60445

PHONE NUMBER

708-389-9658 or 708-385-8642

CONTACT PERSON

Joe Sparrey / Bill DeSimone

DATE OF PROJECT

On going since 2008

ORGANIZATION

Village of Crestwood

ADDRESS

13840 Cicero Ave.

CITY, STATE, ZIP

Crestwood, IL. 60445

PHONE NUMBER

708-371-4860

CONTACT PERSON

Bill Grotto

DATE OF PROJECT

Multiple & on going since 2005

ORGANIZATION

Cook County School Dist. 130

ADDRESS

12300 South Greenwood Ave.

CITY, STATE, ZIP

Blue Island, IL. 60406

PHONE NUMBER

708 489-7007

CONTACT PERSON

Allan McDonald

DATE OF PROJECT

On going - weekly maintenance

Proposer's Name &  
Title:

Ray F. Erikson - President

Signature and Date:

Ray 7/6/16

## INSURANCE REQUIREMENTS

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

### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit  
\$1,000,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit  
Additional Insured Endorsement in favor of the Village of Orland Park

### **GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

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

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
***EXCESS MUST COVER:*** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 6<sup>th</sup> DAY OF July, 2016

Signature

Boyd F. Erikson

Printed Name & Title

President

Authorized to execute agreements for:

Boyd Erikson Outdoor Maintenance, Inc.

Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2016

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

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

|                                                                                                                                                                                       |  |                                                                                                                                                                                           |                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>PRODUCER</b><br>Zeiler Insurance<br>12159 S. Pulaski Rd.<br><br>Alsip IL 60803<br>INSURED<br><br>Roy Erikson Outdoor Maintenance, Inc.<br>4430 137th Pl<br>Crestwood IL 60445-1974 |  | <b>CONTACT NAME:</b> Mary Stadter<br><b>PHONE (A/C, No, Ext):</b> (708) 597-5900<br><b>E-MAIL ADDRESS:</b> mary@zeiler.com<br><b>FAX (A/C, No):</b> (708) 597-5956                        |                                                  |
|                                                                                                                                                                                       |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: AMCO Ins Co<br>INSURER B: Allied P&C<br>INSURER C: Hartford Fire<br>INSURER D: Northland Insurance Company<br>INSURER E:<br>INSURER F: | <b>NAIC#</b><br>19100<br>42579<br>19682<br>24015 |

## COVERAGES

CERTIFICATE NUMBER: CL15121106737

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 SUBR INSD WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                        |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PROJECT LOC<br>OTHER                                                            | X                  | ACPGLA07104826597 | 12/31/2015              | 12/31/2016              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/PROP AGG \$ 2,000,000<br>Property damage-single limit \$ |
| B        | X AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS                                                                              |                    | ACPBAPC7104826597 | 12/31/2015              | 12/31/2016              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist combined \$ 1,000,000                                                                         |
| A        | X UMBRELLA LIAB X<br>EXCESS LIAB<br>OCCUR<br>CLAIMS-MADE<br>DED X RETENTION \$ 10,000                                                                                                   |                    | ACPCAA7104826597  | 12/31/2015              | 12/31/2016              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                                                        |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER-MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below: | Y/N<br>N N/A       | 83WECFX1376       | 12/31/2015              | 12/31/2016              | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                                                                                |
| B        | Leased Equipment                                                                                                                                                                        |                    | ACPCIMP7104826597 | 12/31/2015              | 12/31/2016              | \$75,000                                                                                                                                                                                                                                                                      |
| D        | GL-Snow Removal                                                                                                                                                                         |                    | WS262712          | 12/31/2015              | 12/31/2016              | \$1,000,000                                                                                                                                                                                                                                                                   |

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

Additional insured, on a primary, non-contributory basis, solely with respects to liability arising out of the named insured's operations, when required by written contract: The Village of Orland Park and their respective officers, trustees, directors, employees and Agents

## CERTIFICATE HOLDER

## CANCELLATION

The Village of Orland Park  
 ATtn: Denise Domalewski  
 Contract Administrator  
 14700 Ravinia Avenue  
 Orland Park, IL 60462

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

AUTHORIZED REPRESENTATIVE

Daniel Zeiler/MARYST

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ACORD25(2014/01)

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INS025 (2014/01)