

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

**Legistar File ID#:** 2018-0610

**Innoprise Contract #:** n/a

**Year:** 2018+

**Amount:**

**Department:** VMO - Ahmad Zayyad

**Contract Type:** Services

**Contractors Name:** City Roasters-Chicago

**Contract Description:** Metra Concessions 143rd & 153rd.

MAYOR  
Kaith Pekau

VILLAGE CLERK  
John C. Mehalek

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



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

September 18, 2018

Mr. Joshua Rueda  
City Roasters-Chicago  
14920 Lynne Ct.  
Oak Forest, IL 60452

RE: *NOTICE TO PROCEED - Metra Concessions – 143<sup>rd</sup> Street and 153<sup>rd</sup> Street*

Dear Mr. Ruedo:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of September 11, 2018. You were given possession of the keys on September 17, 2018.

Any questions regarding the facilities should be directed to Dennis Wokurka at 708-403-6374 or 708-362-2369(cell). Any other contract issues can be directed to me or Ahmad Zayyad at [azayyad@orlandpark.org](mailto:azayyad@orlandpark.org).

For your records, I have enclosed one (1) original executed contract dated September 10, 2018. If you have any questions, please call me at 708-403-6173 or email [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org).

We wish you much success.

Sincerely,

  
Denise Domalewski  
Purchasing & Contract Administrator

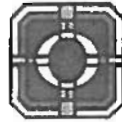
Encl:

CC: Bill Cunningham  
Dennis Wokurka  
Ahmad Zayyad

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalak

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**ORLAND  
PARK**

**VILLAGE HALL**

**TRUSTEES**

Kathleen M. Fenton  
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Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

September 10, 2018

Mr. Joshua Rueda  
City Roasters-Chicago  
14920 Lynne Ct.  
Oak Forest, Illinois 60452

NOTICE OF AWARD – 143<sup>rd</sup> St/153<sup>rd</sup> St Metra Concessions

Dear Mr. Rueda:

This notification is to inform you that on September 4, 2018, the Village of Orland Park Board of Trustees approved awarding City Roasters-Chicago the contract in accordance with the proposal you submitted ~~dated~~ for 143<sup>rd</sup> St/153<sup>rd</sup> St Metra Concessions. We understand that you intend to begin with 143<sup>rd</sup> Street and once established will phase in 153<sup>rd</sup> Street.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by September 24, 2018.

- Attached is the Contract for 143<sup>rd</sup> St/153<sup>rd</sup> St Metra Concessions. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Certifications, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,

Purchasing & Contract Administrator

cc: Ahmad Zayyad



**ORLAND PARK**

**Metra Concessions-143<sup>rd</sup> Street and 153<sup>rd</sup> Street  
(Contract for Services)**

This Contract is made this 10<sup>th</sup> day of September, 2018 by and between **The Village of Orland Park** (hereinafter referred to as the "VILLAGE") and **City Roasters-Chicago** (hereinafter referred to as the "VENDOR").

**WITNESSETH**

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

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

- This Contract
- The Terms and Conditions
- The Proposal submitted by Vendor on August 9, 2018 to the extent it does not conflict with this contract.
- Hold Harmless
- Certificates of insurance

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

**Re: 143<sup>rd</sup> Street (143<sup>rd</sup> St. & Southwest Highway) and 153<sup>rd</sup> Street (10401 W. 153<sup>rd</sup> St.)  
Metra Station Concession Services**

Vendor shall furnish and maintain, at its own cost and expense, in good, usable condition, a sufficient amount of equipment and supplies in order to carry out the activities and operation of its concession services and shall maintain such equipment in a clean, orderly and inviting condition satisfactory to the Village. Vendor shall maintain the concession area and all personal property located therein in a clean, neat, orderly, and safe condition, including all fixtures for customer's convenience, and including without limitation, collection and proper disposition of trash in receptacles.

**NOTE:** Any alterations to the existing space must be pre-approved by the Village and shall be at the sole responsibility and expense of the Vendor. All improvements shall become

property of the Village upon expiration/termination of this contract.

**Operations**

The Vendor shall operate the concession stand at minimum from 5:00A.M. to 8:30A.M., Monday through Friday, except holidays. Any change to hours of operation during the term of the agreement must be approved by the Village. Once established, Vendor has permission to expand to include evening hours 4:00P.M. to 7:00 P.M. Monday through Friday.

Vendor shall have available for sale, at a minimum, the following items: non-alcoholic beverage items, pastries and personal sundries for the use of commuters.

Vendor provision of beverages and pastries shall be consistently high in quality and shall at all times be sanitary, orderly and sufficient to meet public demand. Village of Orland Park Health Department standards must be met.

Vendor shall not sell or permit to be sold, used or brought upon the licensed locations under Vendor's control any intoxicating or alcoholic beverages.

Vendor shall employ and train, at vendor's own cost and expense, a sufficient number of qualified personnel, and agrees that the services provided by such personnel to the public shall be provided in a courteous, businesslike and efficient manner.

Areas of Maintenance and Sanitation – The Vendor will be responsible for the maintenance and sanitation of the concession facilities and the surrounding areas.

Sales Reports – The Vendor shall maintain and provide sales reports to the Village on a monthly basis. They can be emailed to Ahmad Zayyad at [azayyad@orlandpark.org](mailto:azayyad@orlandpark.org) and/or Denise Domalewski at [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org).

(hereinafter referred to as the "WORK").

**Village Responsibilities:**

The facilities are equipped with water, and electric and natural gas hookups and shall be free to the vendor. The Village will provide access to restrooms, trash receptacles and the cost of scavenger service. Any phone service shall be at the Vendor's expense.

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

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence upon a Notice to Proceed and continue expeditiously until either the Village or the Vendor has given proper notice of its desire to terminate this contract; however, it 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. Either PARTY, for its convenience, may terminate this Contract with ninety (90) days prior written notice. All improvements shall become property of the Village upon expiration/termination of this contract.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The VENDOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, 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 VENDOR, 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 VENDOR 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 Vendor 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 Vendor 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.

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

**SECTION 6: COMPLIANCE WITH LAWS:** VENDOR 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: VENDOR 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 VENDOR 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 VENDOR 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. VENDOR 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. VENDOR 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 VENDOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

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

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

**To the VENDOR:**  
Joshua A. Rueda  
Founder  
City Roasters-Chicago  
14920 Lynne Ct.  
Oak Forest, Illinois 60452  
Telephone: 708-908-0367  
Facsimilie:  
e-mail: [Josh@thecityroasters.com](mailto:Josh@thecityroasters.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 VENDOR'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 VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The VENDOR 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:** VENDOR shall comply with all of the requirements of the Contract Documents including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations. Village will accept an extension of the existing business license at 9750 Crescent Park Circle Suite A for the 143rd Street Metra Train Station Concession Services.

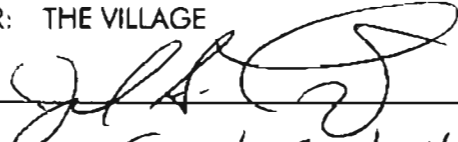
**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 12: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.


**SECTION 13: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

By:   
Print Name: Joseph S. LaMargo  
Title: Village Manager  
Date: 9 / 12 / 18

FOR: THE VENDOR

By:   
Print Name: Joshua Alexander Breda  
Title: Founder  
Date: 180911





# ORLAND PARK

## INSURANCE REQUIREMENTS

### WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 - Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### 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

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

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

ACCEPTED & AGREED THIS 7 DAY OF August, 2018

Signature

Tasha A Reed Founder

Printed Name & Title

Authorized to execute agreements for:

The City Builders LLC, DBA City Builders - Chicago

Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/11/2018

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> Veracity Insurance Solutions, LLC 260 South 2500 West, Suite 303 Pleasant Grove UT 84062	<b>CONTACT NAME:</b> FLIP Program Support <b>PHONE (A/C, No, Ext):</b> (844)-520-6992 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> info@fliprogram.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A Great American Alliance Insurance Co. 26832 INSURER B INSURER C INSURER D INSURER E INSURER F
<b>INSURED</b> The City Roasters LLC, DBA City Roasters - Chicago 14920 Lynne Ct OAK FOREST IL 60452	

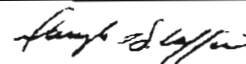
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY		PL1744427-F046789X	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>				ADDITIONAL WAIVED	ADDITIONAL WAIVED	ADDITIONAL WAIVED	ADDITIONAL WAIVED
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR								
	GENL AGGREGATE LIMIT APPLIES PER								
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG					EACH OCCURRENCE \$ 300,000 PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP OF AGG \$ 2,000,000 ANIMAL BAILIEE \$			
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$			
	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON OWNED AUTOS HIRED AUTOS								
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$			
	EXCESS LIAB CLAIMS MADE					AGGREGATE \$			
	DEC RETENTIONS					\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG 20 26. ED. 04 13)

<b>CERTIFICATE HOLDER</b> The Village of Orland Park, and their respective officers, trustees, directors, employees and agents 14700 South Ravinia Avenue Orland Park, IL 60452	<b>CANCELLATION</b> 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.**

**ADDITIONAL INSURED – DESIGNATED 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):

Per individual Certificate of Coverage.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

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.

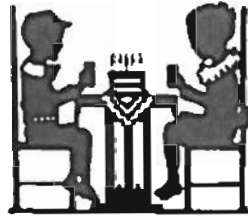
**B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



*ORLAND PARK*  
**BAKERY**

City Roasters – Chicago & Orland Park Bakery

Joshua A. Rueda

Legal: 14920 Lynne Ct. Oak Forest, IL 60452

Roastery: 349 Ashland Ave. River Forest, IL 60305

Bakery: 14850 S. LaGrange Rd. Orland Park, IL 60452

708-908-0367

[Josh@thecityroasters.com](mailto:Josh@thecityroasters.com)

### Experience:

Both the City Roasters – Chicago and Orland Park Bakery have experience in operating a concessions style operation. Both companies continue to provide high quality product at local farmers markets. Both companies participate in 2-3 farmers markets weekly, operating at high volumes while providing quick service. These attributes fit perfectly into the concept being brought to the Orland Park Train Stations.

### References:

Janelle Silva

847-933-8257

5127 Oakton St. Skokie, IL 60077

Becky Nichols

708-532-9260

17116 Oak Park Ave. Tinley Park, IL 60477

Kate Duff

630-660-7629

2020 Chestnut Rd. Homewood, IL 60430

### Operational History:

City Roasters – Chicago is a year old and currently has 2 employees. This company is completely solvent with a positive cash flow in excess of the requirements needed to occupy and execute the

necessities of both Orland Park Train Station locations. Although City Roasters – Chicago is young, the ownership team has experience in owning a previous restaurant and opening 2 others. With over 30 years in the restaurant industry, a high level of confidence is present within the ownership and management team.

Orland Park Bakery, having over 40 years of operational history within the community is a sure fit for teaming with and bolstering the City Roasters – Chicago team. Having over 40 employees and an excessively positive net worth, they are an ideal partner.

### Qualifications:

Joshua A. Rueda, founder of City Roasters – Chicago will be taking the primary management position for both locations. With over 15 years of experience in owning and operating restaurants at all levels, he is the prime choice for taking the operation. From fine dining to high volume to executive team positions, all considerations have been thought through.

Qualifications include: American Culinary Federation accreditation, BAS in Culinary, Hotel and Restaurant Management, Masters in Business Administration (MBA), ServSafe Food Sanitation Management Certification, and various decorations and achievements from the United States Marine Corps including instructing food service sanitation.

### Business Plan:

We plan on a long term operation of both sites. We will begin with opening the main station and then phasing in the second station. This is due to the need for exceedingly adequate training opportunities. We

plan on selling proprietary items from both City Roasters – Chicago and Orland Park Bakery.

Items:

Brewed specialty coffee (\$16 Oz.): \$2.75

Lattes and Mochas (16 Oz.): \$4.50

Cold Brew (16 Oz.): \$4

Espresso (double): \$2.25

Bagged coffee beans: \$17-\$20

Donuts: \$1.25

Sweet Roll: \$1.75

Muffin: \$1.75

Croissants: \$1.50

Boxed Cookies: \$12.99

Coffee Cake: \$7.50

Premium Coffee Cake: \$8.50

Chocolate donut (8 pack): \$8.00

Gatorade, Energy drinks, bottled water and tea of various types will also be offered at market value.

Insurance Requirements: Attached

Hold Harmless: Attached



# ORLAND PARK

## INSURANCE REQUIREMENTS

### WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 - Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### 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

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

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

ACCEPTED & AGREED THIS 7 DAY OF August, 2018

Signature

Jason A Healy, Founder

Printed Name & Title

Authorized to execute agreements for:

The City Roasters LLC, DBA City Roasters - Chicago

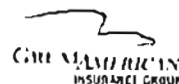
Name of Company





**FOOD  
LIABILITY  
INSURANCE  
PROGRAM**

www.veracityins.com  
888-568-0548  
Powered by Veracity Insurance  
Solutions, LLC



Great American Alliance Insurance Company  
301 E. Fourth Street, 25 S  
Cincinnati, OH 45202-4201

**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM  
CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

<b>INSURANCE COMPANY:</b> GREAT AMERICAN ALLIANCE INSURANCE COMPANY <b>NAMED INSURED:</b> BEAUTY HEALTH & TRADE ALLIANCE <b>CERTIFICATE HOLDER:</b> The City Roasters LLC, DBA City Roasters - Chicago <b>ADDRESS:</b> 14920 Lynne Ct, OAK FOREST, Illinois 60452 <b>POLICY PERIOD:</b> 05/15/2018 to 05/15/2019 (12:01 AM, Standard Time at the Address of The Certificate Holder)	<b>POLICY NUMBER:</b> PL1744427  <b>CERTIFICATE NUMBER:</b> F046789X
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**LIMITS OF INSURANCE**

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
General Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You Limit	\$	300,000 Any One Premises
Medical Expense Limit	\$	5,000 Any One Person
Professional Coverage Extension	\$	Not Purchased Each Claim
	\$	Not Purchased Aggregate
Professional Coverage Deductible	\$	Not Purchased Each Claim
Liability Deductible		None

**FORM OF BUSINESS: LLC**

<b>PREMIUM:</b>	\$	171
<b>BHTA Fee:</b>	\$	74
<b>TOTAL ANNUAL COST:</b>	\$	245 (The cost is 100% earned/non refundable)

**CODE NUMBER:** 11168      **PREMIUM BASIS:** Gross Sales      **EXPOSURE:** Up to \$50,000

**CLASSIFICATION:** Vendor, Distributor, or Manufacturer of food products

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDOORSEMENTS.

**NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING**

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO [CLAIMS@VERACITYINS.COM](mailto:CLAIMS@VERACITYINS.COM) OR BY LETTER TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

**FORMS AND ENDORSEMENTS** applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).

**ADMINISTRATED BY**



Veracity Insurance Solutions, LLC  
260 South 2500 West Suite 303  
Pleasant Grove Utah 84062  
888-568-0548  
[info@fi-program.com](mailto:info@fi-program.com)

**ADMINISTRATOR'S SIGNATURE:**

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

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



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

### Hold Harmless Agreement

To the fullest extent permitted by law, The City Roasters LLC ("vendor") shall defend, indemnify and hold harmless THE VILLAGE OF ORLAND PARK, its related entities, their respective officers, directors, employees and agents ("Indemnitees"), from and against all claims, damages, losses, costs, expenses, judgments and liabilities (including but not limited to attorney's fees, costs and expenses) that may be asserted against or incurred by any of them due to: (a) any real or personal property damage relating to Vendor's occupancy of the Indemnitees' property or any portion thereof, or Vendor's participation in the Event; (b) any accident or injury (including but not limited to personal injury and bodily injury) to any persons (including Vendor's employees), sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use thereof, caused by or in connection with: (i) the performance of any services or the furnishing of any goods, materials, food, beverages or other property upon the Indemnitees' property by Vendor; or (ii) any negligent act or omission of the Vendor, its employees, contractors or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, unless the same is caused solely by the gross negligence or willful misconduct of the Indemnitees; and/or (c) any claim, ruling, and/or decision by any local state and/or federal agency or court that the Indemnitees must pay any tax or any kind because of a ruling that Vendor and/or its employees are employees of the Indemnitees, all regardless of whether or not any such claim, damage, loss, cost, expense, judgment or liability it is caused in part by a party indemnified hereunder.

If Vendor suffers any claims, damages or losses caused by any person or entity engaged by or through or for the benefit of the Indemnitees or any other person or entity, Vendor shall not hold or seek to hold the Indemnitees responsible therefore, but rather, Vendor shall proceed solely against such person or entity causing such claim, damage or loss.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Vendor, its agents and employees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the greatest extent allowed by law.

Vendor's defense and indemnification obligations set forth in this Letter Agreement shall survive the expiration or termination of the Event.

Village of Orland Park

By: Denise D. Meluski

Purchasing & Contract Administrator

Accepted and Agreed:

By: [Signature]  
signature

Vendor Name: Joshua Rueda

Date: 1/20/2021