

Village of Oak Park
Department of Public Works
Building Maintenance Division
MEMORANDUM

TO: Rob Sproule, Public Works Director 

FROM: Jake Vest, Building Maintenance Superintendent

RE: Village of Oak Park 2026 Elevator Maintenance and Repair Services Renewal

DATE: May 21, 2026

The Department of Public Works Building Maintenance division manages the annual maintenance, testing, certification and repairs of all elevators and lifts in Village-owned properties. These services are contracted out on an annual basis.

The Building Maintenance Division solicited bids from area elevator maintenance contractors for planned maintenance and repairs for 2025. The Request for Bids was also posted on the Village website. Total Elevator Services LLC submitted the lowest responsible bid for these services. After one year of service, the Building Maintenance division recommends renewal of the Independent Contractor Agreement for the first of two possible one-year renewals included in the agreement.

Along with planned monthly maintenance, elevator repairs are provided on a job-by-job basis at a not to exceed amount of \$50,000.00 total for Fiscal Year 2026. The following table outlines the Fiscal Year 2026 General Fund and Parking Fund accounts that the invoices associated with this contract will be expended against. The number of repairs or planned upgrades cannot be predicted and may vary from year to year.

General Ledger #	Total Amount Budgeted	Total for This Contract
1001.43790.101.530660	\$1,016,100.00	\$5,000.00
1001.43790.101.540674	\$205,000.00	\$13,000.00
5060.43770.783.530660	\$53,535.00	\$900.00
5060.43770.783.570705	\$391,000.00	\$400.00
5060.43770.784.530660	\$89,903.00	\$1,800.00
5060.43770.784.570705	\$130,000.00	\$900.00
5060.43770.788.530660	\$219,284.00	\$3,000.00
5060.43770.788.570705	\$356,272.00	\$25,000.00
		TOTAL: \$50,000.00

Included with this Memo is the renewal of the Independent Contractor Agreement with Total Elevator Services LLC and all supporting documentation for planned maintenance and repair work for 2026. Please forward them on to the Village Manager for approval. Thank you.

**RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH TOTAL ELEVATOR SERVICE
LLC TO PROVIDE ELEVATOR MAINTENANCE AND REPAIR SERVICES AT VILLAGE-OWNED
BUILDINGS IN 2026 IN AN AMOUNT NOT TO EXCEED \$50,000.00**

THIS RENEWAL OF THE INDEPENDENT CONTRACT AGREEMENT (hereinafter referred to as the "Renewal") between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Total Elevator Service LLC (hereinafter referred to as the "Contractor") is entered into as of the effective date set forth below (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties previously entered into an Independent Contractor Agreement dated January 6, 2025 ("Agreement"); and

WHEREAS, the Parties seek to renew the Agreement pursuant to the terms of the Agreement in an amount not to exceed \$50,000.00.

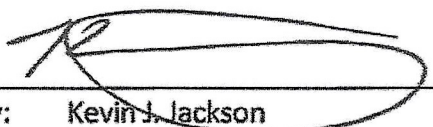
NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of the Agreement for an additional one (1) year term beginning January 1, 2026 through December 31, 2026.
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.
4. **EFFECTIVE DATE.** This Renewal shall be effective January 1, 2026.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to the Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK


By: Kevin J. Jackson
Its: Village Manager

Dated: May 22 2026

TOTAL ELEVATOR SERVICE LLC


By: Lisa Esposito
Its: General Manager

Dated: May 27, 2026

ATTEST


By: Casey Bevier
Its: AP/AR Department Manager

Dated: May 27, 2026

**REVIEWED AND APPROVED
AS TO FORM**

MAY 21 2026


LAW DEPARTMENT



Search Ilsos.gov... 

(https://www.ilsos.gov/search/searchgoogle.html)

-  Driver's Licenses & ID Cards ▾
-  Vehicles, Plates & Titles ▾
-  Business Services ▾
-  More Services ▾

Business Entity Search

Entity Information

Entity Name
TOTAL ELEVATOR SERVICE LLC

Principal Address
10107 CLOW CREEK ROAD, UNIT B
PLAINFIELD,IL 605850000

File Number
07485875

Status
ACTIVE on 12-10-2025

Entity Type
LLC

Type of LLC
Domestic

Org. Date/Admission Date
01-15-2019

Jurisdiction
IL

Duration
PERPETUAL

Annual Report

Filing Date

12-10-2025

Annual Report

Year

2026

Agent Information

DOUGLAS C. TIBBLE

1733 PARK ST STE 100

NAPERVILLE, IL 60563-1241

Agent Change Date

06-09-2020

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

- Available Services
- Managers
- Old LLC Name
- Assumed Name
- Series Name
- File History

Purchase Master Entity Certificate of Good Standing

- Articles of Amendment Effecting A Name Change (<https://apps.ilsos.gov/llcartamendment/>)
- Adopting Assumed Name (<https://apps.ilsos.gov/llcassumedadoptname/>)
- Change of Registered Agent and/or Registered Office (<https://apps.ilsos.gov/llcagentchange/>)
- English

MERCHANTS

BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of May, 2026



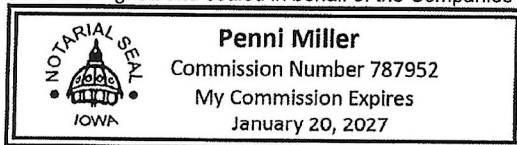
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of May, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of May, 2026



Secretary

Bond Number: 101843185

CON 0685 (4/13)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2026

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 Belmont Insurance Brokerage, Inc. 123 N Wacker Dr Ste 1160 Chicago, IL 60606-1712	CONTACT NAME: Amelia Mowers PHONE (A/C, No, Ext): (312) 909-3154 FAX (A/C, No): E-MAIL ADDRESS: coi@trustbelmont.com														
INSURER(S) AFFORDING COVERAGE															
INSURED Total Elevator LLC 10107 Clow Creek Road, Unit B Plainfield, IL 60585	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER B: Selective Insurance Company Of The Southeast</td> <td>39926</td> </tr> <tr> <td>INSURER C: Commerce & Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td>INSURER D: Insurance Company Of The West</td> <td>27847</td> </tr> <tr> <td>INSURER E: Selective Insurance Company Of America</td> <td>12572</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER	NAIC #	INSURER A: Great American Insurance Company	16691	INSURER B: Selective Insurance Company Of The Southeast	39926	INSURER C: Commerce & Industry Insurance Company	19410	INSURER D: Insurance Company Of The West	27847	INSURER E: Selective Insurance Company Of America	12572	INSURER F:	
INSURER	NAIC #														
INSURER A: Great American Insurance Company	16691														
INSURER B: Selective Insurance Company Of The Southeast	39926														
INSURER C: Commerce & Industry Insurance Company	19410														
INSURER D: Insurance Company Of The West	27847														
INSURER E: Selective Insurance Company Of America	12572														
INSURER F:															

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLP196194203	11/3/2025	11/3/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	S 249691504	11/3/2025	11/3/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		EBU063865692	11/3/2025	11/3/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WIL 5068269	11/3/2025	11/3/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine			S 273080400	11/3/2025	11/3/2026	Limit 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 21 Town Square in Wheaton

TSW 2015 LLC, HCP RRF Wheaton LLC, and The Hutensky Group, LLC shall be listed as Additional Insureds on a primary and non-contributory basis in regards to the General Liability, Auto Liability, and Excess Liability policies when required by a written contract or agreement. A Waiver of Subrogation shall also apply in the favor of Additional Insureds in regards to the General Liability, Auto Liability, Excess Liability and Worker's Compensation policies as required by written contract or agreement.

Excess Liability does not follow the Auto Liability Coverage

CERTIFICATE HOLDER

CANCELLATION

TSW 2015 LLC
 And The Hutensky Group, LLC
 100 Constitution Plaza, 7th Floor
 Hartford, IL 61030

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

POLICY NUMBER: GLP 1961942 03 00

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**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 THAT YOU ARE REQUIRED AND AGREED TO NAME AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER: 1. WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY", OR 2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".	ANY LOCATION WITHIN THE "COVERAGE TERRITORY".
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.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER: 1. WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY", OR 2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".	ANY LOCATION WITHIN THE "COVERAGE TERRITORY", AND FOR ALL COMPLETED OPERATIONS.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELEVATOR CONTRACTOR PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Property Damage Elevators	Included	3
Property Damage Liability - Borrowed Equipment	Included	3
Damage to Premises Rented to You	\$300,000	3
Medical Payments Extension	\$10,000	4
Supplementary Payments - Bail Bonds	\$1,000	5
Supplementary Payments - Loss of Earnings	\$500	5
Broadened Named Insured	Included	5
Newly Formed or Acquired Organization	Included	5
Additional Insureds When Required by Written Contract, Written Agreement or Permit	Included	6
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Limits of Insurance	Included	11
Knowledge of Occurrence, Claim or Suit	Included	11
Unintentional Failure to Disclose Hazards	Included	11
Notice of Occurrence	Included	11
Amended Bodily Injury Definition	Included	12
Broadened Mobile Equipment	Included	12

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Coverage	Limit of Insurance	Page
Personal and Advertising Injury Definition Amendment of Discrimination and Humiliation	Included	12
Incidental Malpractice Liability	Included	12
Waiver of Transfer of Rights of Recovery Against Others to Us	Included	13
Amended Insured Contract Definition	Included	13
Notice of Cancellation to Certificate Holder(s)	Included	14

A. Non-Owned Aircraft

Under paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

1. Under Paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

However, the insurance afforded by this provision does not apply to watercraft 27 to 51 feet long if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

2. The following is added to **SECTION II - WHO IS AN INSURED**:

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

C. Property Damage - Elevators

1. Under Paragraph 2. **Exclusions of SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraphs (3), and (4) of exclusion j. **Damage To Property** do not apply if such "property damage" results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, Paragraph b. **Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. Property Damage Liability - Borrowed Equipment

1. Under Paragraph 2. **Exclusions of SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph (3), and (4) of exclusion j. **Damage To Property** do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

E. Damage To Premises Rented To You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions of SECTION I - Coverage A - Bodily Injury and Property Damage Liability**:
3. The last paragraph of Paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, or "explosion" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

2. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, or "explosion" while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, or "explosion" proximately caused by the same event, whether such damage results from fire, lightning, or "explosion" or any combination of the three, shall be the greater of:

- a. \$300,000; or
- b. the amount shown in **DAMAGE TO PREMISES RENTED TO YOU-INCREASED LIMIT, CG8449**, if attached to the Policy.

3. Under **SECTION IV - Commercial General Liability Conditions**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, item (ii) where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, or "explosion.""

4. As regards coverage provided by this provision **E. DAMAGE TO PREMISES RENTED TO YOU**, Paragraph 9.a. of **SECTION V - DEFINITIONS** is replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or "explosion", to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract".

5. As regards coverage provided by this provision **E. DAMAGE TO PREMISES RENTED TO YOU**, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

Explosion does not include any of the following:

- (a) artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;
- (b) rupture or bursting of water pipes;
- (c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
- (d) rupture or bursting caused by centrifugal force.

F. Medical Payments Extension

If **Coverage C - Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under paragraph 1.a. **Insuring Agreement** of **SECTION I - Coverage C - Medical Payments**, paragraph 1.a.(b) is amended as follows:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

The Medical Expense Limit in paragraph 7. of **SECTION III-LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$10,000; or
- b. the amount shown in the Declarations for Medical Expense Limit.

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

G. Supplementary Payments

- 1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
 - b. Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.c. is replaced with:
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- 3. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

H. Broadened Named Insured

Under **SECTION II - WHO IS AN INSURED**, the following item 2.e. is added:

- e. Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its Limits of Insurance.

I. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
- d. records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

J. Blanket Additional Insureds When Required by Written Contract, Written Agreement or Permit

The following is added to **SECTION II - WHO IS AN INSURED**:

4. Additional Insureds When Required by Written Contract, Written Agreement or Permit

- a. The persons or organizations described in paragraphs **b.** through **g.** below are also insureds (and may also be referred to below as additional insureds), but only if:
 - (1) either:
 - (a) you have agreed, in a written contract or oral agreement, to have such person or organization added as an additional insured under this Policy; or
 - (b) a permit issued to you by a state or political subdivision requires such person or organization to be added as an additional insured under this Policy;
 - and
 - (2) the "bodily injury," "property damage," or offense causing "personal and advertising injury" occurs subsequent to execution of the contract or agreement, or issuance of the permit.

No person or organization is an additional insured under paragraphs **b.** through **g.** if such person or organization is an insured by virtue of an endorsement issued by us and attached to this Policy.

b. Vendors

- (1) Subject to **a.**, above, any person or organization that distributes or sells "your product" in the regular course of that person's or organization's business (referred to below as vendor) as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, and only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard."

However:

- (a) the insurance afforded to such vendor only applies to the extent permitted by law; and
 - (b) the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- (2) No vendor is an insured with respect to any:
- (a) "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) express warranty unauthorized by you;
 - (c) physical or chemical change in the product made intentionally by the vendor;
 - (d) repackaging, except when "your product" is unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
 - (f) demonstration, installation, servicing or repair of "your product," except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) product which, after distribution or sale by you. Has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "bodily injury" or "property damage" arising out of the sole negligence of:
 - (i) the vendor for its own acts or omissions; or
 - (ii) the vendor's employees or anyone else acting on its behalf.
- However, paragraph (h) does not apply to:
- (i) the exceptions contained in subparagraphs (d) or (f); or
 - (ii) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (3) The coverage afforded for vendors under paragraph b. does not apply to any person or organization from whom you have acquired either such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. Lessors of Equipment

- (1) Subject to a., above, any person or organization from whom you lease equipment is an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment you lease from that person or organization. However:
 - (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
 - (b) 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.
- (2) No such person or organization is an additional insured as respects any:
 - (a) "occurrence" which takes place before the equipment lease begins or after the equipment lease expires, or
 - (b) "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such person(s) or organization(s).

d. Lessors of Land or Premises

- (1) Subject to a., above, any person or organization from whom you lease land or premises is an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

However:
 - (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
 - (b) 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.
- (2) No such person or organization is an additional insured as respects any:
 - (a) "occurrence" that takes place before you lease that land or premises; or
 - (b) "occurrence" that takes place after your lease ends; or
 - (c) structural alteration, new construction or demolition operation performed by or on behalf of such person(s) or organization(s).

e. Architects, Engineers or Surveyors

- (1) Subject to a., above, any person or organization you engage as an architect, engineer, or surveyor is an additional insured, 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 in connection with your premises or in the performance of your ongoing operations:

However:

- (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
 - (b) 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.
- (2) No such person or organization is an "additional insured" with respect to any:
- (a) "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional service by or for you, including:
 - (i) the preparing, approving, or failing to prepare or approve, any map, shop drawing, opinion, report, survey, field order, change order, drawing, specification; or
 - (ii) any supervisory, inspection, architectural or engineering activity.

f. Permits Or Authorizations Relating To Premises Issued By State Or Governmental Agency Or Subdivision Or Political Subdivision

- (1) Subject to a., above, any federal, state, or local government or governmental agency or subdivision or political subdivision that issues you a permit.
- (2) No such government or agency is an additional insured with respect to any:
- (a) "bodily injury," "property damage" or "personal or advertising injury" arising out of operations performed for that government or agency; or
 - (b) "bodily injury," "property damage" or "personal or advertising injury" including within the products-completed operations hazard."

g. Any Other Party

- (1) Subject to a., above, any person or organization described neither:
- (a) as an insured in **SECTION II - WHO IS AN INSURED, 1. through 3.**, nor
 - (b) as an additional insured in b. through f. above,
- is an additional insured, 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:
- (i) in the performance of your ongoing operations;
 - (ii) in connection with premises owned by or rented to you; or
 - (iii) in connection with "your work" and included within the "products-completed operations hazard," but only if:

- i. the written contract or agreement requires you to provide such coverage to such additional insured; and
- ii. this Coverage Form provides coverage for "bodily injury" or "property damage" within the "products-completed operations hazard."

However:

- (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) 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."
- (c) with respect to the insurance afforded these additional insured(s), this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering or failure to render any professional architectural, engineering or surveying services, including:
 - (i) the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (ii) supervisory, inspection, architectural or engineering activities.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

K. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an Additional Insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph a. **Primary 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.

L. Additional Insureds - Limits of Insurance

The following is added to **SECTION III - LIMITS OF INSURANCE**:

Additional Insureds - Limits of Insurance

The most we will pay on behalf of any additional insured described in J., above is the amount of insurance:

- a. required by contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations

whichever is less.

Such amounts shall not increase the applicable Limits of Insurance shown in the Declarations.

M. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any "occurrence"; claim, or "suit" by any agent, servant or "employee" of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such "occurrence", claim or "suit" shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership; or
- c. an executive officer or insurance manager, if you are a corporation;
- d. a manager, if you are a limited liability company;
- e. a trustee, if you are a trust;
- f. an elected or appointed official, if you are a political subdivision or public entity.

N. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 6. **Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

O. Notice of Occurrence

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, a.**:

Failure of the insured to give first report of a claim to us shall not invalidate coverage under this Policy if the loss was inadvertently reported to another insurer. However, you shall report any such occurrence to us as soon as practicable once you become aware of such an error.

P. Amended Bodily Injury Definition

Under **SECTION V - DEFINITIONS**, Definition 3. **Bodily Injury** is replaced by the following:

3. **"Bodily injury"** means bodily injury, sickness, or disease or "incidental medical malpractice" sustained by a person, including death of a person. "Bodily Injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.

Q. Broadened Mobile Equipment

1. Under **SECTION V - DEFINITIONS**, Definition 12. **Mobile Equipment**, the following is added under 12.f.(1):

Provided that the vehicles have a Gross Vehicle Weight of 1,000 pounds or greater.

2. The following is added to **SECTION II - WHO IS AN INSURED**:

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

R. Personal and Advertising Injury Definition Amendment of Discrimination or Humiliation

Under **SECTION V - DEFINITIONS**, Definition 14. **Personal and Advertising Injury**, item 14.h. is added:

- h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) not done intentionally by or at the direction of:
 - (a) an insured; or
 - (b) any "executive officer" director, stockholder, partner or member of the Insured; and
 - (2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

S. Incidental Malpractice Liability

1. **SECTION II - WHO IS AN INSURED** is amended by deleting item 2.a.(1)(d) in its entirety and replacing it with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to physicians, dentists, nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. Under **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Incidental medical malpractice" means bodily injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

- T. In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added at the end of Condition 8. **Transfer of Rights of Recovery Against Others to Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of:

- a. your ongoing operations; or
- b. "your work" pursuant to a written contract between you and that person or organization and included in the "products-completed operations hazard";

but only if:

- c. you and that person or organization have agreed, in a written contract or agreement, that you waive such rights against that person or organization; and
- d. the injury or damage occurs only after you and that person or organization have signed the written contract or agreement described in c.

U. Amended Insured Contract Definition

1. Under **SECTION V - DEFINITIONS**, 9. **"Insured Contract"**, c. is replaced by the following:

- c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

2. Under **SECTION V - DEFINITIONS**, 9. **"Insured Contract"**, f. is replaced by the following:

- f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement:

- (1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

However, Paragraph f. does not include that part of any contract or agreement:

- (1) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

V. The following Conditions are added to the COMMON POLICY CONDITIONS:

1. In the event of a cancellation, we will give written notice of such cancellation to certificate holder(s) at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium or 30 days before the effective date of cancellation if we cancel for any other reason. The notice to the certificate holder(s) will state the effective date of the cancellation. However, such notice of cancellation is solely for the purpose of informing the certificate holder(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.
2. This endorsement does not entitle the certificate holder(s) to any benefit, rights or protection under this policy.
3. Notices will be sent to the certificate holder(s) according to the information on file with the agent of record or with us. If the information provided for said certificate holder(s) is not accurate we assume no responsibility for the failure to notify. We will assume that all information pertaining to the certificate holder(s), including the mailing or email address, is accurate and correct as provided to the agent of record or to us.
4. Failure to give notice in accordance with the terms of this Condition does not:
 - a. Alter the effective date of policy cancellation, nonrenewal or expiration;
 - b. Render such cancellation ineffective;
 - c. Grant, alter, or extend any rights or obligations under this policy; or
 - d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.
 - e. Impose any obligations or liability of any kind upon us, our agents or representatives.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions**:

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5.** - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions**:

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B.** If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured**:

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSURED - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured**:

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
 2. It is permitted by law; and
 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
- C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

- a. Overdue or any deferred lease/loan payments at the time of "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- c. Security deposits not refunded by the lessor or financial institution;
- d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

ILLINOIS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium

5. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/03/2025 Policy No. WIL 5068269 03

Endorsement No.

Insured TOTAL ELEVATOR SERVICE LLC

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By



1/10/24

Village of Oak Park
Department of Public Works
Building Maintenance Division
MEMORANDUM

TO: Rob Sproule, Public Works Director 

FROM: Jake Vest, Building Maintenance Superintendent

RE: Village of Oak Park 2025 Elevator Maintenance and Repair Services

DATE: December 23, 2024

The Department of Public Works Building Maintenance division manages the annual maintenance, testing, certification and repairs of all elevators and lifts in Village-owned properties. These services are contracted out on an annual basis.

The Building Maintenance Division solicited bids from area elevator maintenance contractors for planned maintenance and repairs for 2025. The Request for Bids was also posted on the Village website. Total Elevator Services LLC submitted the lowest responsible bid for these services. Staff thoroughly checked public sector references of similar scope provided by Total Elevator Services LLC. On the basis of these references, staff recommends the Village approve the Independent Contractor Agreement with Total Elevator Services LLC for 2025. If approved, this contract has the option for annual renewals in 2026 and 2027.

Along with planned monthly maintenance, elevator repairs are provided on a job-by-job basis at a not to exceed amount of \$48,250.00 total for Fiscal Year 2025. With the Building Maintenance Division taking over maintenance operations of the Parking Garages beginning with 2025, staff has decided to combine the elevator maintenance and repair contracts into one contract that covers all Village-owned facilities. The following table outlines the Fiscal Year 2025 General Fund and Parking Fund accounts that the invoices associated with this contract will be expended against. The number of repairs or planned upgrades cannot be predicted and may vary from year to year.

General Ledger #	Total Amount Budgeted	Total for This Contract
1001.43790.101.530660	\$919,940.00	\$10,500.00
1001.43790.101.540674	\$215,000.00	\$10,000.00
5060.43770.783.530660	\$52,753.00	\$5,400.00
5060.43770.784.530660	\$89,905.00	\$9,800.00
5060.43770.788.530660	\$212,542.00	\$12,550.00
		TOTAL: \$48,250.00

Included with this Memo is the Independent Contractor Agreement with Total Elevator Services LLC and all supporting documentation for planned maintenance and repair work for 2025. Please forward them on to the Village Manager for approval. Thank you.



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (herein after referred to as the “Agreement” or the “Contract”) is entered into on this ____ day of December, 2024, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and Total Elevator Service LLC a domestic limited liability corporation authorized to conduct business in the State of Illinois (hereinafter the “Contractor”). The Village and the Contractor may, at times, be referred to collectively as the “Parties” or each individually as a “Party”.

RECITALS

WHEREAS, the Contractor submitted a Proposal dated November 21, 2024, a copy of which is attached hereto and incorporated herein by reference, to perform planned and emergency maintenance and repairs of elevators at Village-owned facilities (hereinafter referred to as the “Work”) at the Public Works Center, Village Hall, and Holley Court, Avenue and OPRF Parking Garages, pursuant to the Village’s Request for Bids dated November 13, 2024, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Work required hereunder; and

WHEREAS, it is the intent of the Village and the Contractor that the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms herein and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed \$48,250 in 2025 (the “Contract Price”). The Contractor shall complete the Project in accordance with any applicable manufacturers’ warranties and in accordance with its Proposal, the Village’s Request for Proposals, and this Contract, all of which together shall constitute the “Contract Documents.” The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Project in a

good and workmanlike manner in accordance with the Contract Documents, and that the Project shall be free from defects. . The Contractor shall achieve completion of all Work required pursuant to the Contract Documents by December 31, 2025 (the "Contract Time").

3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

The Village Manager or the Village Manager's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices, and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

4. TERM OF CONTRACT, CONTRACT RENEWAL, AND RATE ADJUSTMENT

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending at 11:59 p.m. December 31, 2025. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal.

The Village shall have the right to renew this Contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Contractor to increase or decrease the Contract Price for each year this Agreement is in effect.

Upon written request from the Contractor, on or before October 20 of each year of this Agreement, the cost of the Services provided under this Agreement may be adjusted as

follows: The Contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100). Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year. Any applicable adjustment shall take effect on January 1st.

5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) the Contractor's sworn statement;
- (ii) the Contractor's partial or final waiver of lien;
- (iii) any subcontractor's sworn statement(s); and
- (iv) any subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of any required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the Work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the Work, the Work has been approved by the Village, and any required waivers and paperwork have been submitted by the Contractor. Approval of the Work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the Work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due the Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorneys' fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 13 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the Work performed up to the date of termination.

7. DEFAULT/THE VILLAGE'S REMEDIES.

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after the Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(A) The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Work properly performed prior to termination;

(D) The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from the Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any

Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

(E) The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

(F) In addition to the above, if the Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Work remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Work is not completed on time.

8. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the Work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations, and rules with which the Contractor must comply: all forms of workers' compensation laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, all statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

9. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of,

any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

10. INSURANCE

The Contractor shall at the Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning any Work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

- i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

- i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if any Work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers'

Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:
Combined Single Limit \$1,000,000.00

(D) **Umbrella:**

i. Limits:
Each Occurrence/Aggregate \$5,000,000.00

(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village and its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

11. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not

be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

12. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the Work covered by this Contract as required by law.

13. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email or facsimile transmission to the persons and addresses indicated below or to such addresses and persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us

To the Contractor:

Jim Crafton
Total Elevator Service LLC
10107 Clow Creek Rd B
Plainfield, IL 60585
Email: jim@totalelevator.co

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

14. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

15. EFFECTIVE DATE

The effective date of this Contract shall be January 1, 2025.

16. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either Party without the prior written consent of the other Party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

17. INDEPENDENT CONTRACTOR

The Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

18. CONTRACT BOND

Before commencing the Work, the Contractor shall furnish a Contract Bond in the amount of twenty-five thousand (\$25,000) as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of the Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against the Contractor may be made for the difference between the amount of the Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

19. PREVAILING WAGES

The Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage

Act, 820 ILCS 130/0.01 *et seq.* ("Act"). The Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of the Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. The Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

The Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of the Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorneys' fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, the Contractor shall at its own expense, satisfy and discharge such judgment or award.

20. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

21. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

22. NON-WAIVER OF RIGHTS

No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

23. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

24. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

25. COOPERATION OF THE PARTIES

The Village and the Contractor shall cooperate in the provision of the Work to be provided by the Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

26. COUNTERPARTS; FACSIMILE OR PDF/EMAIL SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Contract and any signatures thereon will be considered for all purposes as an original.

27. CERTIFIED PAYROLL

The Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. The Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

28. EQUAL OPPORTUNITY EMPLOYER

The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

29. STANDARD OF CARE

The Contractor shall endeavor to perform the Work with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

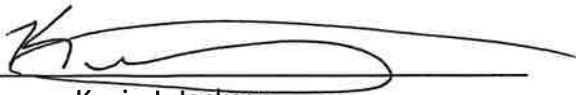
The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and paid leave ordinances, respectively Cook County Ordinance Number 24-0583 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Work is provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK


By: Kevin J. Jackson
Its: Village Manager

Date: January 6, 2024

TOTAL ELEVATOR SERVICE LLC


By: Lisa Esposito
Its: Operations Director

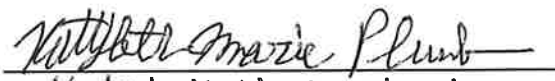
Date: 3/11/2025, 2024

ATTEST

REVIEWED AND APPROVED
AS TO FORM

DEC 23 2024


LAW DEPARTMENT


By: Katybeth Marie Plumb
Its: Universal Banker

Date: March 11, 2024 2025



**PERFORMANCE BOND
Annual Form**

Bond Number: NIL2026

Total Elevator Service LLC
KNOW ALL BY THESE PRESENTS, That we 10064 Clow Creek Rd, Unit C, Plainfield, IL 60585, as Principal,
and Merchants National Bonding, Inc., of Iowa, authorized to do business in the
State of Illinois, as Surety, are held and firmly bound unto Village of Oak Park, Illinois,
as Obligee, in the maximum penal sum of Twenty Five Thousand & No/100
Dollars (\$25,000.00), lawful money of the United States of America, for which payment
well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in
accordance with the terms and conditions of the Village of Oak Park 2025 Elevator Maintenance and Repair Services
(hereinafter
referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns,
shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void;
otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of
January 1, 2025 to December 31, 2025. The Bond may be extended, at the sole option of the Surety,
by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's
decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond
or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the
Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending December 31, 2025. Regardless of the number of years this
Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond
December 31, 2025, unless earlier nonrenewed pursuant to paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on
this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year
from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of
the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth
above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety
at the address specified below. Any demand or request for payment must be made prior to the expiry date of this
Bond.

Surety Address: Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines Iowa 50306-3498
Attn: Claims Department

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and
as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 1st day of April, 2025.

Total Elevator Service LLC
10064 Clow Creek Rd, Unit C, Plainfield, IL 60585

By: _____, Principal

Merchants National Bonding, Inc.
By: Rita Jorgenson, Attorney-in-Fact



ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who being duly sworn, deposes and says that he/she resides in the City of _____ that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Notary Public

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond Number NIL2026

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jack Anderson; Rita Jorgenson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



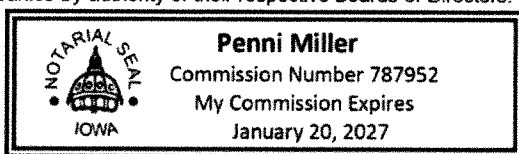
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

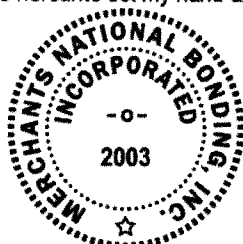


(Expiration of notary's commission does not invalidate this instrument)

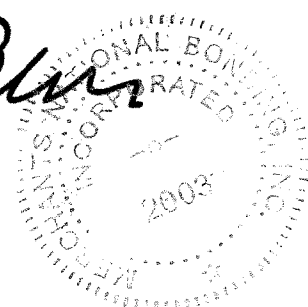
Penn Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of April, 2025.



Elisabeth Sandersfeld
Secretary



ACKNOWLEDGEMENT OF SURETY

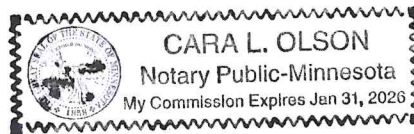
STATE OF MINNESOTA

COUNTY OF CHIPPEWA



On this 1st day of April, 2025, before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Merchants National Bonding, Inc.**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC
My Commission Expires 1/31/2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2024

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 RBN & Associates, Inc. 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME: Telisa Gibson PHONE (A/C, No, Ext): 312-856-9400 E-MAIL: tgibson@rbninsurance.com ADDRESS: 312-856-9425
INSURED Total Elevator Service LLC 10107 Clow Creek Rd. Unit B Plainfield IL 60585	INSURER(S) AFFORDING COVERAGE INSURER A : Great American Insurance Co. NAIC # 16691 INSURER B : Selective Insurance Company Of The Southeast 39926 INSURER C : Commerce & Industry Insurance 19410 INSURER D : Insurance Company of the West 27847 INSURER E : Selective Insurance Company of America 12572 INSURER F :

COVERAGES

CERTIFICATE NUMBER: 922194022

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	GLP196194202	11/3/2024	11/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp \$1000 ☒ Coll \$1000	Y	Y	S 2496915	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	BE 017247296	11/3/2024	11/3/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WIL 5068269 02	11/3/2024	11/3/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine -Leased/Rented			S2496192	11/3/2024	11/3/2025	Limit 5,000

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

*** Excess Liability does not follow the Auto Liability Coverage***

Village of Oak Park, its officers, employees, agents and volunteers are listed as additional insured with respect to the General Liability, Auto Liability and Excess Liability as required by written contract or agreement. Waiver of subrogation applies in favor of additional insured with respect to the General Liability, Auto Liability, Workers' Comp And Excess Liability as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Village of Oak Park
201 South Blvd
Oak Park IL 60302

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

DeViller, Linda

From: DeViller, Linda
Sent: Friday, April 4, 2025 3:33 PM
To: Bahena, Anita
Subject: FW: Performance Bond - Village of Oak Park

Anita –

Please adjust the allocations as follows to the PO is not over budget:

5060.43770.783.530660 - \$5,300

5060.43770.784.530660 - \$9,900

Thank You –

Linda DeViller
Management Analyst
Village of Oak Park
201 South Blvd
Oak Park, IL 60302
(p) 708.358.5705
www.oak-park.us

This message is confidential and is intended for the exclusive use of the individual or entity to which it is addressed. This message may also be privileged or protected by work product laws and regulations. If you have received it by mistake, please resend this message to the sender and delete it from your system without copying it or disclosing its contents to anyone.

From: DeViller, Linda
Sent: Friday, April 4, 2025 2:23 PM
To: Vest, Jake <Jake.Vest@oak-park.us>
Subject: RE: Performance Bond - Village of Oak Park

Super! I added it.

Can we change the allocations on parking - the "783" account is over budget \$97..... can we reduce that account by \$100, and add the \$100 to "784"?

Item Description	Unit Price	Total Amount	GL Number	
ELEVATOR MAINTENANCE AND REPAIR SERVICES	10,500.000	10500.00	1001.43790.101.530660.0000	GL
ELEVATOR MAINTENANCE AND REPAIR SERVICES	10,000.000	10000.00	1001.43790.101.540674.0000	GL
ELEVATOR MAINTENANCE AND REPAIR SERVICES	5,400.000	5400.00	5060.43770.783.530660.0000	GL
ELEVATOR MAINTENANCE AND REPAIR SERVICES	9,800.000	9800.00	5060.43770.784.530660.0000	GL
ELEVATOR MAINTENANCE AND REPAIR SERVICES	12,550.000	12550.00	5060.43770.788.530660.0000	GL

Thank You –

Linda DeViller
Management Analyst
Village of Oak Park
201 South Blvd
Oak Park, IL 60302
(p) 708.358.5705
www.oak-park.us

This message is confidential and is intended for the exclusive use of the individual or entity to which it is addressed. This message may also be privileged or protected by work product laws and regulations. If you have received it by mistake, please resend this message to the sender and delete it from your system without copying it or disclosing its contents to anyone.

From: Vest, Jake <Jake.Vest@oak-park.us>
Sent: Friday, April 4, 2025 2:05 PM
To: DeViller, Linda <ldeviller@oak-park.us>
Subject: FW: Performance Bond - Village of Oak Park

Hey Linda,

I know we had a discussion about the performance bond. It looks like the PO has been submitted and is just waiting for approvals.

Thanks,

Jake Vest FMP, PMP
Building Maintenance Superintendent | Village of Oak Park
P: 708.358.5710 | E: Jake.Vest@oak-park.us



From: Lisa Esposito <lesposito@totalelevator.co>
Sent: Tuesday, April 01, 2025 3:20 PM
To: Bahena, Anita <abahena@oak-park.us>; Vest, Jake <Jake.Vest@oak-park.us>
Cc: Jim Crafton <jim@totalelevator.co>; Daniel Shultz <dshultz@totalelevator.co>
Subject: Performance Bond - Village of Oak Park

Caution! This message was sent from outside your organization.

[Block sender](#) | [Report](#)

Hello Anita,

Please see the attached Performance Bond required for Total Elevator Service.

Please let me know if there are any other missing documents required for our account.

Thank you,

Lisa Esposito
General Manager



Bid Summary		
2025 Elevator Maintenance		
11/27/2024		
Company	Total Monthly Cost	Hourly Rate
Total Elevator Maintenance	\$1,375.00	\$275.00
Anderson Elevator Co.	\$1,710.00	\$298.00

SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2025 Elevator Maintenance and Repair Services

Bid Number: 25-103

Issuance Date: 11/13/2024

The Village of Oak Park will receive bids from qualified contractors to provide elevator maintenance and repair services at Village Hall, Public Works Center, Holley Court Parking Garage, Avenue Parking Garage and OPRF Parking Garage. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **10:00 a.m. Wednesday, November 27th, 2024**.

The Request for Bids may be obtained from the Village's website at <http://www.oak-park.us/bid> beginning on Wednesday, November 13, 2024. For questions, please call or email Erin Duffy, Deputy Public Works Director, at 708-358-5700 or eduffy@oak-park.us.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid.

Do not detach any portion of this document. Upon formal award to the successful bidder, a written Independent Contractor Agreement will be executed in substantially the form attached.

Submission of Bids

The bid shall be submitted on the bid form included herewith. If bid is hand delivered or mailed to the Public Works Center, the bid shall be submitted in a sealed envelope marked "**BID: 25-103 Village of Oak Park 2025 Elevator Maintenance and Repair Services**", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Erin Duffy, Deputy Public Works Director
Village of Oak Park Public Works Center
201 South Blvd.
Oak Park, IL 60302

In responding to this Request for Bids the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

SECTION II

BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid

All Bids must be submitted electronically or delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed Bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

Bid Bond

The Bidder shall provide a Bid Bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. Bid bond amounts shall be based on all proposed work where estimated amounts have been provided by the Village of Oak Park. The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work.

Contract Term

The initial contract period shall be from the date of award through December 31, 2025. The Village of Oak Park has the option to renew the contract on an annual basis for two (2) additional one-year periods (January 1 to December 31). The Bidder shall be responsible for performing emergency services within seven (7) days of a notice to proceed from the Building Maintenance Superintendent or his/her designee.

Contract Renewal and Rate Adjustment

The Village will have the right to renew the contract for two (2) additional one-year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Bids to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

Notice to Proceed

Emergency plumbing repair services shall begin within seven (7) days from the date the contractor receives the **Notice to Proceed** from the Village's Building Maintenance Superintendent or his/her designee. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Village's Building Maintenance Superintendent grants an extension.

Recertification

If the Village renews the contract for an additional one-year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder whose Bid, conforming to the Request for Bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

Withdrawal of Bids

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be

prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor. The Village will not be responsible for any expenses incurred in preparing and submitting a bid or entering into the applicable agreement.

Rejection of Contractor

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

Compliance with Applicable Laws

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal

Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

Agreement

The selected Bidder shall enter into an Independent Contractor Agreement with the Village to supply emergency plumbing repairs at Village-owned buildings when necessary in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XIII for a sample copy of the agreement.

Contract Bond

The successful Bidder shall, within ten (10) calendar days after award of the Bid, furnish a Contract Bond in the amount of five thousand dollars (\$25,000.00) for each contract awarded. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the Agreement to be executed. See section XII for a sample copy of the Contract Bond.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to mandatory arbitration of any dispute.

Village of Oak Park Logo or Likeness Use

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

Living Wage/Minimum Wage

See Section XIII – Agreement.

Hold Harmless

See Section XIII - Agreement.

Insurance

See Section XIII - Agreement.

Termination of Agreement

See Section XIII - Agreement.

SECTION III
DETAILED SPECIFICATIONS

Scope of Work

These detailed specifications are for the work required to perform elevator maintenance and repair services at the following Village facilities:

ADRESS	ELEVATOR(S)/ LIFT(S)	TYPE	FLOORS SERVED
123 Madison St.	3	Hydraulic, Porch Lift, Stair Lift	3
201 South Blvd	2	Hydraulic, Parts Lift	3
1125 Ontario	3	Hydraulic	6
720 North Blvd	2	Hydraulic	6
564 Lake St.	1	Hydraulic	2

The selected contractor shall, on a regular basis, routinely examine, clean, lubricate and adjust the elevator equipment. When conditions warrant, the following parts shall be repaired, in the event original replacement parts aren't available within the marketplace:

- Pump, pump motor, operating valves, motor windings, magnet coil, V belts, sheaves, exposed piping, hydraulic fluid tank and hydraulic fluid;
- Car buffers, limit, landing and slowdown switches, car guide shoe gibs or rollers;
- Controller, selector and dispatching equipment, relays, solid state components, resistors, capacitors, transformers, contacts, leads, dashpots, timing devices, computer devices, overloads, selector drive and selector mechanical and electrical driving equipment;
- Hoistway door interlocks, hangers, tracks, gibs and auxiliary door closing devices;
- Cab door operator assembly, contacts, hangers, track, gibs, and door protector device;
- Traveling cables and elevator control wiring in the hoistway and machine room;
- Moving parts and contacts for all push buttons and switches in the hall and car stations.

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work. The selected contractor shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Job Site Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a bid.

To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facilities. Contractor will take all necessary actions as directed by the Village in that regard.

Material Storage: The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

Safety Precautions: The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

Damage to Property: Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Daily Clean-up: The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

Method of Payment

The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor's bid within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Change Orders

Change Orders: Changes in the work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to

the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

Emergency Changes

Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change in the Scope of Work will then be negotiated and executed for the work performed, and for work remaining, if any.

- Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.
- Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor's work unacceptable, at the Village's election, the contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Bidder's Representative

The Bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the Bidder, and to receive and execute orders from the Village Manager or appointed representative. Any instructions given to such superintendent or person executing work for the Bidder shall be binding on the Bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Workers

The Bidders shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a Bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Bidder may be asked to preform work at any hour of the day or night including during weekends and holidays. Bidder is expected to respond promptly (within 30 minutes) to calls and e-mails for service requests. The scope and scale of the emergency will dictate the timing of emergency response.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

Detail Specifications

The Contractor selected under this RFB shall be used to provide emergency plumbing repair services at Village-owned buildings.

1. **Location of Emergency Work**

The location of the work is known as: Village-owned buildings (as listed above). All emergency repair work is to be done in accordance with the enclosed specifications.

2. **Response**

The Contractor must respond (dispatch a repair technician) within twenty-four (24) hours of emergency repair request notification and must own and use the appropriate equipment to make the repairs. The Contractor must have prior knowledge and demonstrated experience with plumbing system repairs. The work for each assignment for emergency work shall proceed uninterrupted until work is completed.

3. **Property Damage**

While working in or around Village buildings, the Bidder shall take great care to avoid damaging adjacent plumbing equipment, materials, office furniture and office equipment, and landscaping (trees, shrubs, turf, etc. if applicable). Bidder shall be held responsible for all damage it causes to Village property, buildings and structures, etc.

All damage caused by the Bidder will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village at no cost to the Village.

4. Idling of Equipment

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The Bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

5. Obstruction of Streets and Rights-of-Way

The Bidder shall arrange to keep sidewalks open for traffic whenever possible, and to block portions of the streets only when deemed necessary to protect the public and Village property. The Bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect appropriate warning signs and furnish adequate barricades that identify the work zone for the motoring public and pedestrians.

6. Accident Prevention

The Bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Building Maintenance Superintendent or authorized representative shall be immediately discontinued by the Bidder upon their receipt of instructions from the Building Maintenance Superintendent, or authorized representative, to discontinue such practice.

The Bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

7. Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Building Maintenance Superintendent.

8. Pedestrian Traffic Control

While emergency repair work is taking place, the Bidder shall block off the sidewalk to pedestrian traffic immediately adjacent to the work site (if applicable) if there is a reasonable concern of potential harm to pedestrians.

SECTION IV
BID FORM (Pricing)

The undersigned proposes to furnish all labor and materials required to complete the work in accordance with the attached specifications and at the prices indicated below.

ADDRESS	ELEVATOR(S)/ LIFT(S)	TYPE	FLOORS SERVED	MONTHLY COST
123 Madison St.	3	Hydraulic, Porch Lift, Stair Lift	3	\$ 375-00
201 South Blvd	2	Hydraulic, Parts Lift	3	\$ 250-00
1125 Ontario	3	Hydraulic	6	\$ 375-00
720 North Blvd	2	Hydraulic	6	\$ 250-00
564 Lake St.	1	Hydraulic	2	\$ 125-00
TOTAL MONTHLY COST:				\$ 1375.00

Hourly rate (or fixed one-time cost per location) for elevator tech. to be present during fire alarm testing at each facility as/when required: \$ 275.00 (specify whether hourly or fixed).

24-Hour Emergency Call-back Number:

(888) 399-3807

Bidder's Signature:

Bidder's E-mail address:


jim@totalelevatorco

State of Illinois

County of Will

Jim Crafton

(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above bid form is organized as indicated below and that all statements herein made on behalf of such contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared the bid from the agreement specifications and has checked the same in detail before submitting this bid; that the statements contained herein are true and correct.

Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: November / 21st / 2024

Total Elevator Service

Organization Name

(Seal - If Corporation)

By:

Jan Caplan
Authorized Signature

10107 Clow Creek Rd. Unit B. Plainfield, IL 60585
Address

630-791-9553

Telephone

Subscribed and sworn to before me this 25th day of November, 2024.

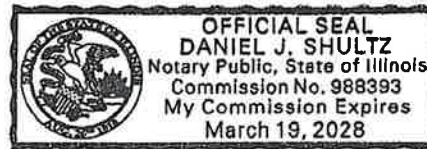
Dan Shultz

Commission 988393

Notary Public

in the State of Illinois. My

Expires on 03/19/2028



Complete Applicable Paragraph Below

(a) Corporation

The contractor is a corporation, which operates under the legal name of Total Elevator Service and is organized and existing under the laws of the State of Illinois. The full names of its Officers are:

President Patrick Esposito

Secretary Lisa Esposito, Vice President _____

Treasurer Lisa Esposito

The corporation does have a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership

Names, Signatures, and Addresses of all Partners

N/A

The partnership does business under the legal name of _____, which name is

is registered with the office of _____ in the county of

_____.

(c) Sole Proprietor

The contractor is a Sole Proprietor whose full name is

_____. If the contractor is operating under

a trade name, said trade name is _____,

which name is registered with the office of _____

in the county of _____.

Signed: _____

Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

MUNICIPALITY Edward Hines Veterans Hospital
ADDRESS 5000 Hines Blvd
Hines, Ill.
CONTACT Keith Schmidt
PHONE 708-979-2001
WORK Installed and maintained a new elevator in building 20
PERFORMED _____

MUNICIPALITY Naperville School Dst. 203
ADDRESS 203 Hillside
Naperville, Ill 60540
CONTACT Will Lewis
PHONE 630-461-5544
WORK Have performed their maintenance and service for 10 years
PERFORMED at multiple schools, including modernizations.

MUNICIPALITY Aurora School Dst. 129
ADDRESS 1201 New York St.
Aurora, Illinois 60506
CONTACT Jeff Schiller
PHONE _____
WORK Have had the maintenance contract since 2017 for all service,
PERFORMED maintenance and testing for 12 schools.

MUNICIPALITY Aurora School Dst. 131
ADDRESS 411 Hill St.
Aurora, Illinois 60506
CONTACT AJ Kawash
PHONE 331-219-4497
WORK maintenance and testing and service work for 14 schools
PERFORMED have performed the maintenance here for 8 years.

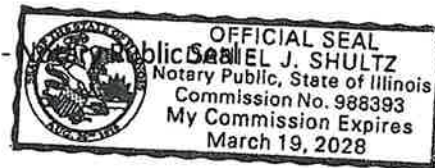
SECTION V
BIDDER CERTIFICATION

Total Elevator Service, as part of its Bid on an agreement for 2025 Elevator Maintenance and Repair Services for the Village of Oak Park, hereby certifies that said Bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

Doug Tibble Douglas Tibble / Agent
(Authorized Agent of Bidder selected)

Subscribed and sworn to before me this 21st day of November, 2024.

Dan Shultz
Notary Public's Signature



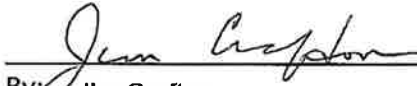
SECTION VI
TAX COMPLIANCE AFFIDAVIT

Jim Crafton, being first duly sworn, deposes and says:

that he/she is _____
Business Development Manager/agent
(partner, officer, owner, etc.)

Total Elevator Service
(Contractor selected)

The individual or entity making the foregoing bid certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity submitting the bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.



By: Jim Crafton
Its: Corporate officer, Business Development Manager
Business Development Manager
(name of contractor if the contractor is an individual)
(name of partner if the contractor is a partnership)
(name of officer if the contractor is a corporation)

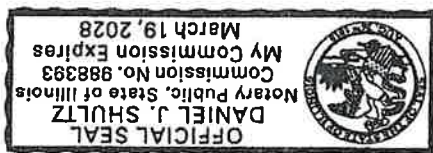
The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 21st day of November, 2024.



Notary Public's Signature

- Notary Public Seal -



SECTION VII
ORGANIZATION OF CONTRACTOR

Please fill out the applicable section:

A. Corporation:

The contractor is a corporation, legally named Total Elevator Service and is organized and existing in good standing under the laws of the State of Illinois. The full names of its officers are:

President Patrick Esposito

Secretary Lisa Esposito, Vice President

Treasurer Lise Esposito

Registered Agent Name and Address: Doug Tibble, Naperville Illinois.

The corporation has a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is _____, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The contractor is a partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

_____ _____ Signature	_____ _____ Signature
-----------------------------	-----------------------------

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

SECTION VIII
COMPLIANCE AFFIDAVIT

I, Jim Crafton, (print name) being first duly sworn on oath depose and state:

1. I am the (title) Business Development Manager of the bidding company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this bid based on the request and have verified the facts contained in the bid in detail before submitting it;
3. The bidding company is organized as indicated above on the form entitled "Organization of Bidding Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the bidding company nor its affiliates¹ are barred from bidding on this work as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".
6. The bidding company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the bidding company nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the bidding company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the bidding company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the bidding company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: Jim Crafton

Name and address of Business: Total Elevator Service, 10107 Clow Creed Rd. Plainfield, IL 60585

Telephone 630-791-9553

E-Mail jim@totalelevator.co

Subscribed to and sworn before me this 21st day of November, 2024.

Dan Shultz
Notary Public

- Notary Public Seal -



¹ Affiliates means: (i) any subsidiary or parent of the contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the contracting business entity.

SECTION IX
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Total Elevator Service
2. Check here if your company is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - ☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the company's current stable work force?

10 Number of full-time employees

4 Number of part-time employees

4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: 

Date: November 25, 2024

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this bid. An incomplete form will disqualify your bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name Total Elevator Service
Total Employees 9

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers	2		2										
Professionals	1	1											
Technicians	3	3											
Sales Workers	2	2											
Office & Clerical													
Semi-Skilled													
Laborers	1	1			1								
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will be disqualify you from consideration.

Jim Crafton being first duly sworn, deposes and says that he/she is
the Business Development Mgr.
(Name of Person Making Affidavit)

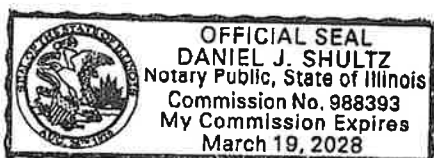
(Title or Officer)

of Total Elevator Service and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 21st day of November, 2024.

Dan Shultz
(Signature)

11/21/24
(Date)



SECTION X
NO BID EXPLANATION

If your company does not wish to bid on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a bid.

Thank you.

Bid Name: **Village of Oak Park 2025 Elevator Maintenance and Repair Services**

Bid No. **25-103**

Comments:

Signed: _____

Phone: _____

SECTION XI
BID BOND

WE Total Elevator Service LLC, 10064 Clow Creek Road, Unit C, Plainfield, IL 60585

as PRINCIPAL, and Merchants National Bonding, Inc., PO Box 14498, Des Moines, IA 50306-3498
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to
as "VOP") in the penal sum of Ten Percent (10%) of the total bid price, as specified in the
invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is
submitting a written bid to the VOP acting through its awarding authority for the completion of
the work designated as the above section.

THEREFORE if the bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for
the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter
into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and
furnish evidence of the required insurance coverage, all as provided in Specifications then this
obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in
compliance with any requirements set forth in the preceding paragraph, then the VOP acting
through its awarding authority shall immediately be entitled to recover the full penal sum set
out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument
to be signed by their respective officers this 26th day of
November A.D. 2024.

PRINCIPAL
Total Elevator Service LLC

(Company Name)

(Company Name)

By: *Jim Craft*

(Signature & Title)

By: _____

(Signature & Title)

Business Manager
(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and
authorized signatures of each Contractor must be affixed)

BID BOND CONTINUED

Subscribed to and Sworn before me on the

_____ day of _____, 2024.

Notary Public

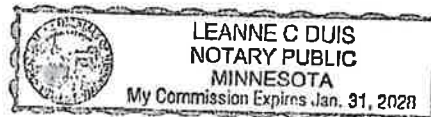
NAME OF SURETY Merchants National Bonding, Inc.

BY  Rita Jorgenson
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

26th day of November, 2024.


Notary Public



MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jack Anderson; Rita Jorgenson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

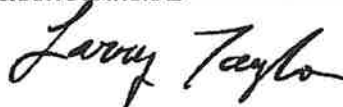
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

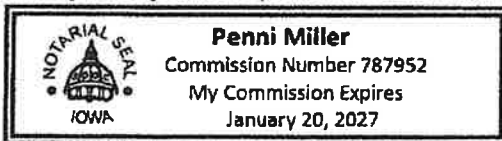
By



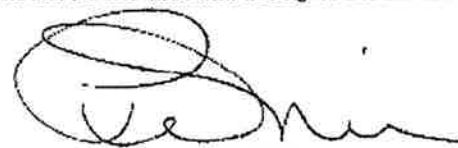
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



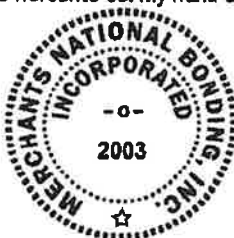
(Expiration of notary's commission does not invalidate this instrument)



Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of November, 2024.





Secretary



Total Elevator Service Reference Check →

① Hines VA Hospital

→ Keith Schmidt : 708-979-2001

- quoted work for Keith but did not complete any work for him

→ Brandon Sidler : 708-796-5637 (project manager)

- outstanding job on new construction (lift elevator)
- good communication - they were a sub of a G.C.
- Hines has a contract w/ Medesto for maintenance
- installed in accordance with ASME 17.1

② Naperville School District 203

→ Will Lewis : 630-461-5544

- not renewing contract with them
- lack of service - lack of quality service
- started his job in February and feels that they lack professionalism
- they service elevators and ADA lifts for them
- lack transparency

③ Aurora School District 131

→ AJ Kowish : 331-219-4197

- in-house contractor for maintenance and repairs
- does not award new construction to them because they are not lowest bidder
- they are the school district's preferred vendor and they often times beat the FD to the scene when there is an elevator emergency.

④ Aurora School District 129

→ Jeff Schiller : 630-301-6650

(left message 11/27)



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name TOTAL ELEVATOR SERVICE LLC

Principal Address 10064 CLOW CREEK DR.
PLAINFIELD, IL 605850000

File Number 07485875

Status ACTIVE on 12-20-2023

Entity Type LLC

Type of LLC Domestic

Org. Date/Admission Date 01-15-2019

Jurisdiction IL

Duration PERPETUAL

Annual Report Filing Date 00-00-0000

Annual Report Year 2025

Agent Information DOUGLAS C. TIBBLE
1733 PARK ST STE 100
NAPERVILLE, IL 60563-1241

Agent Change Date 06-09-2020

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)

[File Annual Report](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)