

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2018-0438

Innoprise Contract #: C18-0097

Year: 2018

Amount: \$30,000.00

Department: VMO/DS - Karie Friling

Contract Type: Vendor proposal

Contractors Name: S.B. Friedman & Company Development Advisors

Contract Description: Main Street Triangle Development Advisors

MAYOR
Keilh Pekau

VILLAGE CLERK
John C. Mehalek

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



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

July 13, 2018

Mr. Geoff Dickinson, AICP
S.B. Friedman Development Advisors
221 N. LaSalle St., Ste 820
Chicago, Illinois 60601

NOTICE TO PROCEED – Main Street Triangle Development Advisor

Dear Mr. Dickinson:

The Village has received the necessary documentation in order for you to begin this project. The contact for this project is Ms. Karie Friling and she may be reached at 708-403-6245 or kfriling@orlandpark.org.

The Village will be processing a Purchase Order for this service and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) fully executed proposal dated June 14, 2018. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Karie Friling

June 14, 2018

Ms. Karie Friling
Assistant Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Dear Ms. Friling:

Pursuant to our recent discussions, SB Friedman Development Advisors ("SB Friedman") is pleased to present this engagement letter to assist the Village of Orland Park (the "Village") in selecting and negotiating with a master developer for the redevelopment of the Downtown Main Street Triangle site.

The Village issued a Request for Qualifications ("RFQ") on February 19, 2018, and has winnowed the list of submittals down to two shortlisted teams. Proposals are due from those two teams on July 9, 2018.

The Village is seeking assistance in evaluating the financial aspects and fiscal impacts of the proposals submitted by these two shortlisted teams. These financial and fiscal analyses will help inform decision-making by the Village regarding the selection of a preferred developer for the site.

Scope of Work

We will work with you to define a more specific scope of work once we have seen the detailed proposals from the two shortlisted teams. Typical areas where we can be of assistance fall into the following categories:

Project Pro Forma Review

- Evaluating the reasonableness of project development budgets, including benchmarking hard and soft construction costs, financing costs, Village operating and maintenance expenses, and other costs;
- Benchmarking operating pro forma rent/income and expense assumptions, including phasing and absorption, against local market data and comparable projects;
- Reviewing project financing sources and terms, and evaluating the maximization of debt, presence of a reasonable amount of equity, and adherence to commonly accepted market terms;
- Evaluating projected developer returns to determine whether market-appropriate returns would be achieved; and
- Evaluating proposed land pricing based on comparable sales and/or residual land value analyses.

Generally speaking, the goals of these analyses are to:

- 1) Help ensure that the project as proposed is market and financially feasible;
- 2) Help ensure that the Village is receiving a land price that is reasonable; and
- 3) On occasions when a developer is seeking public financial assistance (such as TIF assistance or a write down in land price below "market"), ensure that there is a real need for the project to receive public financial assistance and that the amount of the assistance is not in excess of the need.

Developer Financial Capacity Review

We assume that the Village received some information regarding developer financial capacity as a part of the RFQ process. We can take that work to the next step and look more closely at the financing plan for the proposed project. Questions we might want to try to answer are:

- 1) Who is the equity partner in the project?
- 2) What is the long-term strategy of the development team regarding the project? Do they build and sell (merchant builders) or are they long-term owners of real estate?

Selling Village-owned land is a major decision. Ensuring that the selected developer has sufficient access to capital to deliver a project is crucial. A deeper knowledge of the developer and his/her plans to finance the project near and longer term may have implications for the way the land is sold (e.g., in larger pieces, smaller pieces, or seek Village right to repurchase under certain conditions).

Fiscal Impact Analysis

Our approach to conducting a fiscal impact analysis of the developers' proposals would include:

- Validating developer incremental property (TIF) and sales tax projections;
- Estimating potential Village operating and, maintenance costs that would be associated with the project; and
- Estimating the annual net fiscal impact of the project to the Village and other affected taxing bodies.

Long-term fiscal impacts of a project may also be important to selecting a preferred developer. For example, a project with more retail space would likely be more fiscally beneficial to the Village in the long term. Thus, long-term fiscal impacts could be a useful input in the selection process.

Economic Impact Analysis

As part of our economic impact analysis, we would evaluate and quantify the broader impacts of the proposed project on the economy (e.g., construction impacts and operating impacts). Some land uses such as office can have more of a "multiplier" effect. For example, office space can help drive restaurant sales near the site as well as work for suppliers to the office buildings/tenants. Retail space likely has a smaller radiating impact per building square foot due, in part, to the lower wages paid to retail workers. To the extent that the Village wants to analyze these secondary impacts, we can run IMPLAN models and/or conduct custom analyses.

TIF District Strategies

It is our understanding that the TIF district that includes the site is scheduled to expire in 2026. We have broad experience with TIF district management, designation, amendment and other considerations and can work with staff and the Village attorney to make optimal use of the TIF tool to benefit the project and area. To some extent, TIF district strategies may emerge from our evaluations of project timing incremental tax productivity as well as other considerations. One potential strategy may include the pursuit of an extension of the life of the existing TIF district via a statutory amendment in Springfield. We could support the Village in that effort, if desired.

Additional Services

As certain aspects of our development advisory work are very transaction-specific, we generally bill hourly for:

- Meetings; and
- Negotiation support services (term sheet development and review).

Timeframe and Fees

We will work with you to define our work plan in ways that are most useful to Village staff and elected officials. For many of the services described above, we will be able to estimate a cost to conduct a specific analysis once we have a better sense of the level of completeness of information in the developer proposals. We request an initial fee and expense authorization of up to \$30,000. We will not exceed this amount without further authorization from you.

One specific task that could be undertaken is an economic impact analysis of the two proposed projects. The actual costs to conduct those two analyses will vary depending on the products in each program, the level of detail in the final deliverable (memo versus PowerPoint) and the approach taken towards phasing (do you analyze the entire proposed project or do you analyze only phase 1 of each project or somewhere in between?). The cost per IMPLAN analysis would be roughly \$5,000 to \$7,500. So, to analyze the two projects could cost between \$10,000 and \$15,000. However, we can work up a specific scope and budget once we've reviewed the submittals and discussed key issues with staff.

Compensation for these services will be based on the time required at the current hourly rates of the personnel involved. For assignments of this type, the following current hourly rates apply:

President	\$400
Practice Leader	\$365
Senior Vice President	\$265
Vice President	\$230
Associate Project Manager	\$200
Associate	\$160
Research Associate	\$145

These rates will be in effect until December 31, 2018, at which time rates are subject to adjustment to reflect compensation changes and promotions of individuals.

In addition to professional fees, we will invoice for such direct expenses as local travel and mileage, tolls, parking, data acquired specifically for this assignment, use of owned or licensed data bases, photocopying, long-distance telephone related to research, telecopy, messenger services, and similar direct expenses.

Invoices will be rendered not more frequently than monthly and will be payable within 45 days. We will provide detailed information on the time expended as part of our invoices. Travel time will be charged to the extent

that it exceeds the normal commuting time of the professional staff involved. In the event that the decision is made to discontinue our services for any reason, our compensation will be limited to time and expenses incurred to the date that you notify us of such decision.

The attached "Limitations of Engagement" apply to this engagement.

Similar Projects and Results

We frequently help communities to evaluate the financial terms and economic impacts of proposed public-private partnerships. The scope of these engagements varies widely. Below are a few examples.

- 1) **Uptown Park Ridge Development Advisory Services**– Served as a key advisor to the City of Park Ridge as it navigated a once-in-a-generation opportunity to facilitate a major redevelopment of its down area– Uptown Park Ridge. Our work included: assisting in issuing an RFP to solicit developers; evaluating developer proposals based on their design and alignment with City objectives; analyzing the economic benefit to the City of each proposal; evaluating the selected developer's proposal, including the economic feasibility of the project; and reviewing and negotiating a redevelopment agreement with the developer. *Results: The \$110 million mixed-use project was completed, substantially enhancing the tax base and physical environment in downtown Park Ridge. In 2013, firm president Stephen Friedman received the James Felt Creative Counseling Award for his role on the project.*

Reference: Juliana Maller (Former Deputy City Manager, City of Park Ridge), Village Manager, Village of Hanover Park, (630) 823-5610, jmaller@hpil.org

- 2) **Kansas City Kemper Arena Developer Review**– Evaluated the ability and financial capacity of a developer to acquire and redevelop the City-owned Kemper Arena. We reviewed and evaluated the composition, workload and history of the development team, developer project experience and track record, references from financing partners, developer/owner financial capabilities, and any legal actions. *Results: The developer acquired the arena in February 2017. The \$39 million conversion of the arena into a two-level youth and amateur sports facility is currently underway.*

Reference: Kerrie Tyndall, Director of Economic Development, City of Kansas City, MO, (816) 513-6539, kerrie.tyndall@kcmo.org

- 3) **Mount Prospect Triangle**– Assisted the Village in evaluating a proposed public-private partnership to redevelop a site that is partially owned by the Village for mixed use (apartments and retail). We reviewed the developer's pro forma and request for Village financial assistance. *Results: The Village and developer are still refining the terms of the proposed partnership. The project is expected to break ground in 2018.*

Reference: Bill Cooney, Director of Community Development, Village of Mount Prospect, (847) 818-5307, comdevdent@mountprospect.org

- 4) **Glenview Developer Financial Capacity Review**– Conducted a high-level review of the financial capacity of a developer team to purchase portions of a parcel in the Village of Glenview. We analyzed how the developer intended to fund the purchase, evaluated the developer's financial capacity, and provided recommendations to the Village on ways to mitigate risk. *Results: The Village sold the land*

to the developer team, led by ER James, and Willow Creek Community Church. ER James has completed a residential development, Westgate at the Glen, and Willow Creek Community Church opened their new 72,000-square-foot church in late 2016.

Reference: Mary Bak (Former Director of Planning and Economic Development, Village of Glenview), Development Services Advisor, Kinzie Real Estate Group, (312) 464-8800, mbak@kinziegroup.com

- 5) Reese Hospital Site Development Advisory Services– Providing ongoing development advisory services to the City of Chicago as it pursues redevelopment of a major catalytic site in the City's Bronzeville neighborhood. Led a team assisting the City with selection of a master developer, including review of the financial capacity and financing partners of several developer teams that responded to the City's RFP. *Results: The City has selected a preferred developer. We are currently providing analytical and structuring support as negotiation efforts continue, and are advising the City regarding different land ownership, transfer and public assistance structures*

Reference: David Reifman, Commissioner of Planning & Development, City of Chicago, (312) 744-9476, david.reifman@cityofchicago.org

Acceptance Procedures

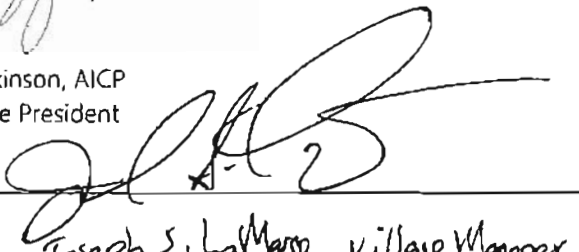
We appreciate the opportunity to assist the Village and look forward to working with you. Please sign and return a copy of this letter to indicate your agreement to these terms.

Sincerely,



Geoff Dickinson, AICP
Senior Vice President

Accepted: _____



Joseph S. LaMargo Village Manager
Printed Name Title Date

7/12/18

LIMITATIONS OF ENGAGEMENT

Our reports, tables and financial analyses will be based on estimates, assumptions and other information developed from research, knowledge of the industry, and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the report to reflect events or conditions which occur subsequent to the date of the report. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in the TIF statute, interest rates, and other factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our reports, tables and analyses will be intended solely for submission to the Village for informational purposes and for the purposes of selecting a developer. They should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the reports nor their contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors.

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Geff D. Dixon, as SVP
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)
and on behalf of SB Friedman, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No []

Federal Employer I.D.#: 36 374 3752
(or Social Security # if a sole proprietor or individual)

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

Sole Proprietor
 Independent Contractor (Individual)
 Partnership
 LLC
 Corporation IL 1/3/1991
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No []

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

3) SEXUAL HARRASSMENT POLICY: Yes No []

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

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

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

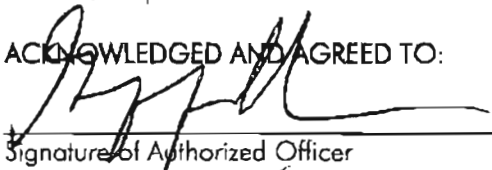
Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications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

5) TAX CERTIFICATION: Yes No

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

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

ACKNOWLEDGED AND AGREED TO:


Signature of Authorized Officer
Geoff Delmar

Name of Authorized Officer
Senior Vice President

Title
7/11/18

Date

 **ORLAND PARK**
INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

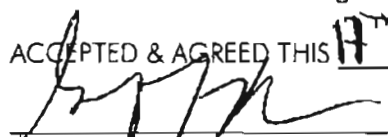
PROFESSIONAL LIABILITY

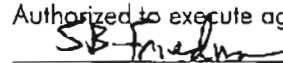
\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

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

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

ACCEPTED & AGREED THIS 11th DAY OF July, 2018

Signature: 
Printed Name & Title: Geoff Dickinson

Authorized to execute agreements for:

Name of Company: _____

*Senior vice
President*



SBFRIED-01

JMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 The Daniel and Henry Co. 150 S. Wacker Drive Suite 1625 Chicago, IL 60606	CONTACT NAME: Leslie Kesler	
	PHONE (A/C, No, Ext): (312) 334-6041	FAX (A/C, No): (312) 332-0203
E-MAIL ADDRESS: KeslerL@danieleandhenry.com		
INSURED SB Friedman & Company 221 N. LaSalle St. #820 Chicago, IL 60601	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Co	NAIC # 29424
	INSURER B: Hartford Insurance Company of Midwest	NAIC # 37478
	INSURER C: Lloyds, Underwriters at London	
	INSURER D:	
	INSURER E:	

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

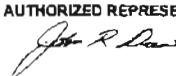
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER			84SBVAVW1408	01/07/2018	01/07/2019	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84SBVAVW1408	01/07/2018	01/07/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBVAVW1408	01/07/2018	01/07/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WECBN7958	01/07/2018	01/07/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabli			HMPL18-0018	07/15/2018	07/15/2019	EACH CLAIM \$ 1,000,000
C	\$25 RETEN EA CLM			HMPL18-0018	07/15/2018	07/15/2019	AGGREGATE \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Retroactive Date: January 29, 1997.

Policy contains a Blanket Additional Insured endorsement. The following are included as Additional Insured on a primary and non-contributory basis with respect to Named Insured operations and when required in a written contract or agreement, directly with the named Insured: The Village of Orland Park, and their respective officers, trustees, directors, employees and agents.

A waiver of subrogation applies to General Liability and Workers Compensation.

CERTIFICATE HOLDER Village of Orland Park Attn: Denise Domalewski, Contract Administrator 14700 S. Ravinia Avenue Orland Park, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations, or
2. Any person or organization with whom you have a contract that requires such waiver.

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

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 the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this Insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily Injury" or "property damage" that occurred; or

- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

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 the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons 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 the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), 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 Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (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) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when 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) Any 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 products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have 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 the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion 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.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their 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 leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, 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.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, 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:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, 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:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

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.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 84 WEC BN7958 **Endorsement Number:**
Effective Date: 01/07/18 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: S B FRIEDMAN & CO & S B F HOLD
221 N. LASALLE ST STE 820
CHICAGO IL 60601

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative