

## Clerk's Contract and Agreement Cover Page

**Year:** 2009

**Legistar File ID#:** 2009-0092

**Multi Year:**

**Amount** \$27,462.00

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**Contract Type:**

Professional Services

**Contractor's Name:**

Robinson Engineering Ltd

**Contractor's AKA:**

**Execution Date:**

2/19/2009

**Termination Date:**

12/31/2009

**Renewal Date:**

**Department:**

Public Works/Streets

**Originating Person:**

Pete Casey

**Contract Description:** Quiet Zones



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

March 10, 2009

Mr. Jeffrey C. Pintar, P.E.  
Robinson Engineering Ltd.  
17000 South Park Ave.  
South Holland, Illinois 60473

RE: ***NOTICE TO PROCEED***  
***Professional Engineering of Quiet Zones***

Dear Mr. Pintar:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of March 3, 2009.

Please contact Peter Casey at 708-403-6357 to arrange the commencement of the work.

The Village has processed Purchase Order #052394 for this contract/service and faxed this to your company on March 10, 2009. 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. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated February 19, 2009 in an amount not to exceed Twenty Seven Thousand Four Hundred Sixty-Two and No/100 (\$27,462.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Peter Casey

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
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February 19, 2009

Jeffrey C. Pintar, P.E.  
Robinson Engineering Ltd.  
17000 South Park Ave.  
South Holland, Illinois 60473

**NOTICE OF AWARD – Quiet Zones**

Dear Mr. Pintar:

This notification is to inform you that on February 16, 2009, the Village of Orland Park Board of Trustees approved awarding Robinson Engineering the contract in accordance with the proposal you submitted dated January 29, 2009, for Quiet Zones for an amount not to exceed Twenty Seven Thousand Four Hundred Sixty - Two and No/100 (\$27,462.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 5, 2009.

1. Enclosed is the Contract for Quiet Zones. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please complete the Certifications and return them directly to me.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for **a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.**

**Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.** The signed Contracts, Certifications, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,  
*Denise Domalewski*  
Contract Administrator

cc: Peter Casey

**VILLAGE OF ORLAND PARK**  
**Quiet Zones**  
(Contract for Professional Engineering Services)

This Contract is made this **19th day of February, 2009** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Robinson Engineering, Ltd. (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

This Contract

The Terms and Conditions

The Proposal dated, January 29, 2009, as it is responsive to the VILLAGE's requirements

All Certifications required by the Village

Certificates of Insurance

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

*Provide professional engineering services for the creation of Quiet Zones at highway grade crossings within the Village of Orland Park. The Village has nine at-grade crossings of the Metra Southwest Service railroad tracks. A risk based analysis of the crossings in accordance with the guidelines set forth by the FRA is required*

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

**TOTAL COST:** an amount not to exceed Twenty Seven Thousand Four Hundred Sixty - Two and No/100 (\$27,462.00) Dollars.

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

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion or December 31, 2009, whichever occurs first. This Contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

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

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

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

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

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

**To the CONTRACTOR:**  
Jeffrey C. Pintar, P.E.  
Robinson Engineering, Ltd.  
17000 South Park Ave.  
South Holland, Illinois 60473  
Telephone: 708-331-6700  
Facsimile: 708-331-3826  
e-mail: [jpintar@reltd.com](mailto:jpintar@reltd.com)

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

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a

respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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


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

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

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

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

FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 3/4/09

FOR: THE CONTRACTOR

By: 

Print Name: EDWARD J. TUNELIUS

Its: Director of operations

Date: 2/20/09

**VILLAGE OF ORLAND PARK  
PROFESSIONAL ENGINEERING SERVICES  
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
  
2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.



3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

**BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:**

**ROBINSON ENGINEERING, LTD (ENGINEER)**

By: Edward J. Tunelius 2/20/09  
Officer Date

Print Name: EDWARD J. TUNELIUS

**VILLAGE OF ORLAND PARK**

By: Paul G. Grimes 3/4/09  
Officer Date

Print Name: Paul G. Grimes



Jeffrey C. Pintar, P.E.  
Direct Line: (708) 210-5682  
Email: [jpintar@reltd.com](mailto:jpintar@reltd.com)

January 29, 2009

Village of Orland Park  
Public Works Department  
15655 Ravinia Avenue  
Orland Park, IL 60462

Attn: Mr. Peter J. Casey  
Director of Public Works and Engineering

RE: 'Quiet Zone Proposal  
Metra Southwest Service'

Dear Mr. Casey:

Thank you for giving Robinson Engineering, Ltd. the opportunity to provide this proposal for the creation of a quiet zone in the Village of Orland Park. Robinson Engineering has been involved in the quiet zone process since early 2004 after the Federal Railroad Administration (FRA) published the Interim Final Rule for the Use of Locomotive Horns at Highway-Rail Grade Crossings. To date, Robinson has completed feasibility studies for the Villages of Mokena, Tinley Park, South Holland and Thornton and has implemented a quiet zone for the Village of Glenwood.

In accordance with the quiet zone feasibility study that you have provided, the Village has nine at-grade crossings of the Metra Southwest Service railroad tracks. The determination of whether or not a quiet zone can be established at these nine crossings within the Village of Orland Park requires a risk based analysis of the crossings in accordance with the guidelines set forth by the FRA. The FRA assigns a risk-based numerical value to each crossing called the Quiet Zone Risk Index (QZRI). This risk index number is tied to the likelihood an accident will occur at the crossing when the train horn is not sounding. Factors that affect this risk index are the number of trains that pass through this crossing each day, the amount of warning devices present (flashing lights, pavement markings), the type of gates at the crossing, the number of traffic lanes crossing the tracks and the number of vehicles that cross the tracks each day. Another major factor affecting the risk index at a crossing is if an accident has occurred at that crossing within the past five years. It is important to keep in mind that the risk is fluid. A major increase in traffic, addition of travel lanes and accidents occurring at the crossings are just some of the reasons why the risk at a crossing will increase.

It is important to continually review the QZRI because of the many factors that affect the risk at a crossing. For instance, the risk index at 135<sup>th</sup> Street is shown as 139,519.62 in your feasibility study. Currently, the risk at 135<sup>th</sup> Street is 53,332.53. The reason the risk was so high at the time of the feasibility study was due to an accident occurring on April 3, 2003. The increased risk due to an accident is only applicable at a crossing for five years after the date of the accident. Therefore, in April of 2008, the risk decreased at 135<sup>th</sup> Street, which significantly decreases the overall QZRI.

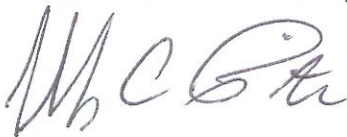
The scope of services and cost estimate are attached within this proposal. A common misconception with the quiet zone implementation is that communities assume they can construct safety measures and the train horn will automatically stop sounding. The FRA has a detailed procedure for the establishment of a quiet zone. Below is a list of necessary steps needed to establish a quiet zone:

- Data Collection for updating FRA Inventory (Approx. 6 months for update to occur)
- Engineering Analysis and Recommendations
- Notice of Intent sent to the Railroads, FRA, ICC, Police Department (Followed by 60-day comment period)
- Diagnostic Review with Regulatory Agencies listed above
- Creation of Design Drawings for Submittal to Regulatory Agencies (Followed by 60-day comment period)
- Construction of Proposed Improvements including Signage
- Notice of Quiet Zone Establishment (Horns silence at earliest 21-days after being sent)

Many of the steps can be done during the comment period of the previous step, however, the Quiet Zone Establishment cannot be submitted until the FRA inventory is updated. Based on the information above and past experience, the time from the notice to proceed to the when the train horns are silenced is approximately 7-8 months. Again, the majority of that time is waiting for the traffic counts to be updated. Robinson Engineering, Ltd. will work to achieve the quiet zone establishment in a timely manner in providing the Village of Orland Park with the expertise of these professional services.

Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,  
**ROBINSON ENGINEERING, LTD.**



Jeffrey C. Pintar, P.E.  
Project Engineer

/jp  
Encl.

xc: Christopher J. King, P.E., Robinson Engineering, Ltd.

## Scope of Services for Quiet Zone Study – Metra Southwest Service

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The Project consists of professional planning and engineering services needed to establish a Quiet Zone along the Metra Southwest Service Line in accordance with regulations adopted by the Federal Railroad Administration (FRA). The Quiet Zone will include all or a portion of the public crossings within the Village of Orland Park, depending on the final calculated quiet zone risk index once the safety improvements are in place. The Village has requested that only non-transversable medians and channelization devices be evaluated as possible Supplemental Safety Measures (SSMs). Based on a very preliminary analysis, it appears likely that a Quiet Zone may be established along the entire Orland Park portion of the Metra Southwest Service Line from 135<sup>th</sup> Street to 179<sup>th</sup> Street by adding physical improvements at only two or three crossings.

### I. Data Collection

Robinson Engineering, Ltd. will field check all crossings along the line to verify the accuracy of all of the data in the FRA Grade Crossing Inventory. Traffic counts will be obtained at those crossings where the current inventory count is from 2005 or earlier. Based on preliminary information, counts will be needed at 167<sup>th</sup> Street, Wolf Road and 179<sup>th</sup> Street. The FRA does not have a threshold of when traffic counts must be updated, however, the Village must verify that the counts are up to date based on the surrounding developments. Because the traffic counts at 167<sup>th</sup> Street and Wolf Road were last taken in 2002 and 2003 respectively, the FRA has recommended that they be updated based on their location in Orland Park. Traffic counts were last taken on 179<sup>th</sup> Street in 1990 and will need to be updated as well. Robinson Engineering, Ltd. will prepare the necessary grade crossing inventory documents and submit updates of the inventory data to Metra, the Chicago Metropolitan Agency for Planning and the Illinois Department of Transportation on the necessary forms for inventory updates.

### II. Engineering Analysis and Development of Alternatives

Robinson Engineering, Ltd. will analyze the proposed quiet zone and individual crossing data to determine the existing quiet zone risk index and identify likely locations for crossing improvements needed to meet federal requirements for establishment of a quiet zone. Local agencies with experience in implementation of safety measures will be contacted for information on cost and implementation. This effort will focus on the two approved SSMs discussed in the Village's feasibility study, non-transversable medians and channelization devices, and will be considered at the crossings that will meet the FRA's standards for establishing a quiet zone. Alternative Safety Measures such as photo enforcement are options but will only be considered at the request of the Village. Initial and ongoing maintenance and operation costs of each alternative will be based on project types and local cost experience rather than detailed estimates. A matrix of alternative improvement scenarios will be presented that includes the locations and types of improvements, estimated costs, and the degree of overall safety improvement achieved.



### III. Recommendations and Report

Robinson Engineering, Ltd. will recommend a mix of grade crossing improvements that represents a cost-effective plan to improve grade crossing safety to the degree necessary for implementation of a quiet zone. This recommendation will include an implementation plan and refined cost estimates. This task includes preparation of a brief report summarizing the work performed and presenting the analysis and recommendations.

### IV. Design Drawings

Design drawings displaying the proposed improvements are necessary in the establishment of a quiet zone. A topographic survey of the crossings being upgraded can be performed and detailed design drawings created for submission to the FRA and IDOT as applicable. The cost for a topographic survey includes coordination with Metra for a Right of Entry Application and required flaggers for survey work within the railroad right-of-way. The cost for this additional coordination and personnel is significant when compared to the overall proposal cost. Robinson Engineering, Ltd. has been successful in utilizing aerial photography and field measurements to create design drawings for submitting to and receiving approval from IDOT for the installation of channelization devices for the purpose of establishing a quiet zone. The cost for utilizing topographic survey in lieu of aerial photography and field measurements is shown as an alternate in the cost estimate portion of this proposal.

### V. Coordination and Project Management

In addition to working with the Village of Orland Park, Robinson Engineering, Ltd. will coordinate with Metra, the Illinois Department of Transportation and the Cook County Highway Department in order to meet the requirements of the Federal Railroad Administration to establish a quiet zone on the Metra Southwest Service Line. Coordination will include updating the FRA Grade Crossing Inventory, submitting the Notice of Intent, setting up and participating in the Diagnostic Review and submitting Notice of Establishment. Monthly progress reports will be provided and project staff will be made available to brief village officials on the Train Horn Rule and status of the implementation of the Quiet Zone.

## Quiet Zone Implementation - Southwest Service Line

### COST ESTIMATE

Task	Average Rate	Hours	Cost
I. Data Collection	\$ 94.18	68	\$ 6,404.00
II. Engineering Analysis and Alt.	\$ 101.40	40	\$ 4,056.00
III. Recommendations and Report	\$ 86.40	40	\$ 3,456.00
IV. Design Drawings	\$ 86.76	68	\$ 5,900.00
V. Coordination and Project Mgt.	\$ 93.24	82	\$ 7,646.00
<b>TOTAL PROJECT</b>			<b>\$ 27,462.00</b>

If completed as a PER DIEM  
Orland Park Estimate \$ 27,462.00

If completed as a LUMP SUM (we will provide a discount for LUMP SUM)  
Orland Park Fee \$ 27,000.00

Assumptions: Traffic data shown on FRA inventory from the year 2006 or later is acceptable for quiet zone analysis as previously stated by the FRA.

### ALTERNATE COST ESTIMATE - TOPOGRAPHIC SURVEY DESIGN DRAWINGS

Task	Average Rate	Hours	Cost
I. Data Collection	\$ 94.18	68	\$ 6,404.00
II. Engineering Analysis and Alt.	\$ 101.40	40	\$ 4,056.00
III. Recommendations and Report	\$ 86.40	40	\$ 3,456.00
IV. Design Drawings	\$ 78.06	180	\$ 14,050.00
V. Coordination and Project Mgt.	\$ 93.24	82	\$ 7,646.00
<b>TOTAL PROJECT</b>			<b>\$ 35,612.00</b>

If completed as a PER DIEM  
Orland Park Estimate \$ 35,612.00

If completed as a LUMP SUM (we will provide a discount for LUMP SUM)  
Orland Park Fee \$ 35,000.00

Assumptions: Traffic data shown on FRA inventory from the year 2006 or later is acceptable for quiet zone analysis as previously stated by the FRA.

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

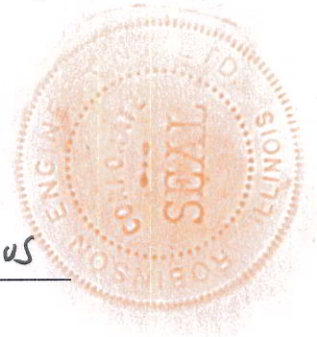
X Corporation: State of Incorporation: ILLINOIS  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

ROBINSON ENGINEERING, LTD  
Business Name

(Corporate Seal)



Edward J. Tunelius  
Signature

EDWARD J. TUNELIUS  
Print or type name

DIR. OF OPERATIONS  
Title

2/20/09  
Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, EDWARD J. TUNELIUS, being first duly sworn certify and say  
that I am DIRECTOR OF OPERATIONS  
(insert "sole owner," "partner," "president," or other proper title)

of ROBINSON ENGINEERING, LTD., the Prime Contractor  
submitting this proposal, and that the Prime Contractor 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.

Edward J. Tunelius  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 20<sup>th</sup> Day  
of February, 2009.

Debra B Perri  
Notary Public



## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 written sexual harassment policies that shall include, 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) and the Commission (Human Rights 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."

I, EDWARD J. TUNELIUS, having submitted a proposal for ROBINSON ENGINEERING, LTD.  
(Name) (Name of Contractor)

for QUIET ZONE STUDY to the Village of Orland Park, hereby  
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Edward J. Tunelius  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 20<sup>th</sup> Day  
of February, 2009.

Debra B. Perri  
Notary Public



## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; 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.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in 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.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will 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.

F. That it will 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.

G. That it will 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 Vendor 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 Vendor 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.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

BY: Edward J. Funckis

ATTEST: Debra B. Pen

DATE: 2/20/09

TAX CERTIFICATION

I, EDWARD J. TUNELIUS, having been first duly sworn depose and state as follows:

I, EDWARD J. TUNELIUS, am the duly authorized agent for ROBINSON ENGINEERING, LTD, which has submitted a proposal to the Village of Orland Park for

QUIET ZONE PROPERTY and I hereby certify  
(Name of Project)

that ROBINSON ENGINEERING, LTD. is not

delinquent 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.

By: Edward J. Tunelius  
Title: Dir. of Operations

Subscribed and Sworn To  
Before Me This 20<sup>th</sup> Day  
of February, 2009.

Debra B. Perri  
Notary Public





## REFERENCES

(Please type)

ORGANIZATION Village of Glenwood  
ADDRESS One Asselborn Way  
CITY, STATE, ZIP Glenwood, IL 60425  
PHONE NUMBER (708) 757-2300  
CONTACT PERSON Patrick McAneney (PW Superintendent)  
DATE OF PROJECT July 11, 2005

ORGANIZATION Village of Tinley Park  
ADDRESS 16250 South Oak Park Avenue  
CITY, STATE, ZIP Tinley Park, IL 60477  
PHONE NUMBER (708) 444-5040  
CONTACT PERSON Mike Mertens (Asst. Village Manager)  
DATE OF PROJECT October 1, 2007

ORGANIZATION Village of South Holland  
ADDRESS 16226 Wausau Avenue  
CITY, STATE, ZIP South Holland, IL 60473  
PHONE NUMBER (708) 210-2900  
CONTACT PERSON Frank Knittle (Director of PW and Comm. Dev.)  
DATE OF PROJECT September 2, 2008

Proposer's Name: Jeffrey C. Pintar, P.E.

Signature: 

## 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 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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 20TH DAY OF February, 2009

Edward J. Tunelius  
Signature

EDWARD J. TUNELIUS, DIR OF  
Printed Name & Title

Authorized to execute agreements for:

OPERATION ROBINSON ENGINEERING, LTD.  
Name of Company

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 2D  
ROBIN-6

DATE (MM/DD/YYYY)  
02/20/09

**PRODUCER**  
The Horton Group, Inc.  
www.thehortongroup.com  
10320 Orland Parkway  
Orland Park IL 60467  
Phone: 708-845-3000

**INSURED**  
  
Robinson Engineering Ltd  
17000 S Park Ave  
South Holland IL 60473-3349

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A: Harleysville Lake States Ins  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

14516

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MPA0M9736	01/01/09	01/01/10	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MPA0M9736	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BE0M9736	01/01/09	01/01/10	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC0M9736	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500000
						E.L. DISEASE - EA EMPLOYEE	\$ 500000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
A		<b>Building &amp; Content</b>	MPA0M9736	01/01/09	01/01/10		

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Waiver of subrogation in favor of The Village of Orland Park with respect to Workers Compensation only when required by written contract. Waiver of subrogation in favor of the listed additional insureds with respect to General Liability only when required by written contract. Additional insured with respect to General Liability on a primary non contributory basis only

**CERTIFICATE HOLDER**

**CANCELLATION**

ORLAN-1

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

*Wionne G. Jansen*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NOTEPAD:**

HOLDER CODE ORLAN-1  
INSURED'S NAME Robinson Engineering Ltd

ROBIN-6  
OP ID 2D

PAGE 3  
DATE 02/20/09

when required by written contract: The Village of Orland Park and their respective officers, trustees, directors, employees and agents. Additional insured with respect to Auto Liability only when required by written contract: The Village of Orland Park and their respective officers, trustees, directors, employees and agents. Umbrella follows form.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7254  
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED-OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

**A. Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" ongoing operations for the additional insured only as specified under the "written contract". A person's or organization's status as an insured under this endorsement ends when your on-going operations for that insured are completed.

**B.** The insurance provided to additional insured by this endorsement is limited as follows:

- a. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
- b. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

**C.** With respect to the insurance afforded to additional insured, the following exclusions are added:

**2. Exclusions**

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:
  - (1) All work by the "Named Insured", including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for the additional insured at the site of the covered operations where the injury or damage occurred has been completed; or
  - (2) That portion of the "Named Insured's" 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.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.

- c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
- d. The insurance provided to the additional insured 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 of or failure to render any professional services including:
  - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
  - (2) Supervisory, inspection, architectural, or engineering services.

#### **D. Other Insurance**

- 1. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the "written contract" specifically requires that this insurance be primary and that the additional insured's primary coverage be non-contributory.
- 2. Even if the requirements of paragraph 1 are met, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4. c., Method of Sharing.

#### **E. Definitions**

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

# BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable  
 14700 Ravinia Avenue  
 Orland Park, Illinois 60462-3167  
 Phone: (708) 403-6180  
 Fax: (708) 403-9212



Page: 1

Purchase Order Number: 052394

Purchase Order Date: 03/03/09

## PURCHASE ORDER

To:

Ship to:

ROBINSON ENGINEERING, LTD.  
 P.O. BOX 386  
 SOUTH HOLLAND, IL 60473-0386

VILLAGE OF ORLAND PARK  
 -----  
 -----, IL -----

Vendor No.		Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays.				Sales Tax Exempt # E9998 1807 05	
3591							
Deliver By	Vendor Phone Number	Vendor Fax Number	Terms				
02/23/09	TEL# (708) 331-6700	FAX# (708) 331-3826	NET				
Confirm To		Confirm By		Requisitioned By			
		JUDY KONOW		P. CASEY/L. SAMBOR			
Freight	Contract Number	Account Number	Project	Requisition No.	Requisition Date		
		05400004993250		54656	02/23/09		
Line#	Quantity	UOM	Item Number and Description	Unit Cost	Extended Cost		
1	30000.00	DL	PROFESSIONAL ENGINEERING SERVICES TO CREATE QUIET ZONES WITHIN THE VILLAGE.	1.0000	30000.00		
					SUB-TOTAL		30000.00
					TOTAL		30000.00
REMARKS: BOARD APPROVED 2/16/09 2009-0092							

Authorized By:

*Judy Konow*

Faxed: 3/10/09

Phoned:

Mailed: