

December 15, 2021

Office of the Village Clerk
14700 S. Ravinia Ave
Orland Park, IL 60462

Kimley-Horn
4201 Winfield Road, Suite 600
Warrenville, IL 60555

RE: Village of Orland Park Sidewalk Condition Assessment RFP-21-065

Dear Members of the Selection Committee:

Kimley-Horn is pleased to submit our proposal for the Sidewalk Condition Assessment project. Our experienced team has local, regional and national familiarity with standards required for analyzing and repairing/replacing sidewalk sections and the tool to collect real-time data to be sure your budgets are met each year of the program. Our team offers the Village of Orland Park the following benefits:

Cost Effective Solutions. Our clients rely on us for our insight and expertise in delivering innovative and cost-effective best practices. By helping develop and execute specific parameters and types of acceptable sidewalk repairs, The Village can tailor its sidewalk maintenance program to meet the Vilalges goals, all while lowering lifecycle cost and achieving improved asset value, extending pavement life, and extending the original capital investment.

Extensive Experience in Pavement Management Programs and American Disability Act (ADA) Compliance. Kimley-Horn has created is created similar management plans for municipalities such as Racine, WI and Gallatin, TX. We are currently managing national pavement/sidewalk management programs for clients such as Kimco Realty, Target, Sears, Simon Properties, and the Home Depot. Additionally, we have completed sidewalk, pavement, and structures assessments and plans for colleges around the nation. This experience gives our team multiple resources and lessons learned that will allow us to hit the ground running on your project.

Highly-Detailed, Customizable ARCGIS Pavement Program. Kimley-Horn, after years of research and development, has created an ArcGIS data collection system geared specifically to assessing and repairing sidewalks. Much of the operation is done digitally, allowing engineers to focus on developing optimal repair strategies while in the field, saving time and money by eliminating data processing, drawing location maps, and redundant paperwork. Beyond just the basic functions, our program can develop a 5-year budget plan with cost estimating and help our engineers map out ADA non-compliant areas. This program is unique to our firm and is a huge asset in developing a maintenance program.

We look forward to the opportunity to work with you to develop an effective sidewalk condition assessment. We have taken the time to look at what we believe are the Village's standard terms and conditions, and upon selection, we have some suggestions that we would like to offer that would be mutually beneficial to both the Village of Orland Park and Kimley-Horn. If you need additional information or have any questions, please feel free to contact me at 630.487.3425 or jake.panter@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jake Panter, P.E.
Project Manager

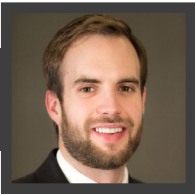
Operating History

Kimley-Horn is a full-service engineering and planning firm comprising transportation planners; civil, structural, electrical, and roadway engineers; environmental professionals; and construction phases specialists. Our national firm is home to more than 5,200 staff in 95+ offices across the country. We are organized as one company with multiple locations and our organization structure is focused on high-quality client service. Most recently, *Engineering News-Record* ranked Kimley-Horn #15 of the top 500 design firms overall.

Expect more, experience better. This is what our clients think when hearing the Kimley-Horn name. We strive to deliver above and beyond expectation. Kimley-Horn brings you the resources of a large national firm combined with the understanding of a small local organization. As a full-service, national engineering and planning firm, we are able to deliver context-sensitive solutions which reflect industry best practices. Working as a coordinated team, our experienced staff delivers work you can depend on—projects that can be successfully developed, permitted, and built on time and within budget, taking advantage of the industry’s best proven techniques and technologies.

Project Team Qualifications

The Kimley-Horn team is committed to working with the Village of Orland Park to create a sidewalk repair management system. We have carefully selected and organized our team to bring the right people, skills, and experiences to positively and productively help guide this project. The qualifications of our team members are outlined below.



Jake Panter, P.E.
Project Manager

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- Professional Engineer in IL

Jake has nearly a decade of experience working on a wide variety of pavement management, water resources, and land development projects. His expertise includes pavement management system development, pavement remediation, pavement and drainage forensics, ADA remediation and design, stormwater management design and evaluation of existing infrastructure using pavement design and stormwater software. Jake recently led a pavement and sidewalk management program for the City of Huntington, WV and KYOVA Interstate Planning. He has managed hundreds of pavement repair projects for national clients across the country.

Relevant Experience

- WV Pavement Management Program, Huntington, WV**
- Loop 1910 Pavement Rehabilitation and Reconstruction, Andrews, TX**
- Saia LTL Pavement Rehabilitation and Maintenance, Nationwide**
- Kroger Pavement Management Program, TX, GA, AZ, OH, TN, Mid-Atlantic**
- Bratton Lane Pavement and Detention Evaluation, Austin, TX**
- Best Buy Underground Detention Relocation/Pavement Repairs, Marquette, MI**
- Target Corporation Pavement Repairs, Nationwide**
- VEREIT, Inc. ADA and Pavement Assessments, Nationwide**
- CIM Group ADA and Pavement Assessments, Nationwide**
- Kimco Realty Pavement Management Program, Nationwide**
- Target Corporation Pavement Repairs, Frisco, TX**
- The Home Depot Asset Management Program, Nationwide**



Philip Kaufman, P.E.
Quality Assurance/Quality Control

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil and Environmental Engineering, University of Illinois, Urbana-Champaign
- Professional Engineer in IL, IN, GA, MN, and NC

Philip has 14 years of experience managing pavement management projects. He focuses on pavement and asset management related projects, working on developments of all size. His principal areas of practice include pavement assessment, pavement rehabilitation value engineering, stormwater and drainage design, and general land development planning and site layout. Philip serves national clients and is proficient in ICON Software Engineer and Carte'graph Pavement View and Pavement View Plus software.

Relevant Experience

- Sidewalk Maintenance Program, Racine, WI**
- Pavement Management Plan, Hoboken, NJ**
- Kimco Realty Pavement Management Program, Nationwide**
- Target Corporation Pavement Repairs, Nationwide**
- Home Depot Pavement Management Program, Nationwide**
- Streetwide Pavement Inventory and Condition Assessment Program, Waxhaw, NC**
- Metro Transit Pavement Condition Survey, Twin Cities, MN**
- Pavement Management System, Pittsfield, MA**
- Statewide Safety Rest Areas and Welcome Centers Plan and Pavement Management Program, Statewide, VA**
- Pavement Management System, Oak Hill, TN**
- Street Funding Management Program, Minneapolis, MN**
- Northern Virginia Community College Pavement Management, Springfield, VA**
- University of Washington Campus Wide Pavement Management Program, Seattle, WA**
- Walgreens Distribution Centers Pavement Management, Nationwide**
- ADESA Pavement Management, Nationwide**



Pamela Turner, GISP
GIS Specialist

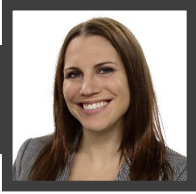
PROFESSIONAL CREDENTIALS

- Master of Geographic Information Systems (GIS), Pennsylvania State University
- Bachelor of Science, Environmental Science, Dickinson College
- Geographic Information Systems Professional

Pam brings 20 years of experience with comprehensive GIS production to our team. She has served a multitude of public entities with map development and spatial analysis services using the broad capabilities of Esri ArcGIS software and other geospatial analysis platforms. Pam's background includes implementing web-based GIS systems, data model design, implementing data-sharing agreements, automating geoprocessing, and conducting user-level GIS training using Esri software. Pam recently supported statewide planning initiatives for Florida, Idaho, and South Dakota.

Relevant Experience

- Sidewalk Maintenance Program, Racine, WI**
- Transportation Asset Management and Condition Assessment, Tulsa, OK**
- Statewide Pedestrian Access Inventory, Statewide, TX**
- Power Projection Platform Route Study - Group 3, Statewide, GA**
- I-64 Corridor Improvement Plan, Statewide, VA**
- I-95 Corridor Improvement Plan, Statewide, VA**
- Kimco Realty Pavement Management Program, Nationwide, US**
- Stormwater Asset Inventory, Phase I, Hampton, VA**
- Pedestrian Plan and Design, Norfolk, VA**



Erin Eurek, P.E.
ADA Specialist

PROFESSIONAL CREDENTIALS

- Master of Engineering, Civil Engineering, Texas A&M University
- Bachelor of Science, Civil Engineering, Texas A&M University
- Professional Engineer in Texas

Erin has 15 years of traffic and transportation experience with Kimley-Horn. In addition to her focus on ADA Transition Plans, Erin has extensive experience with traffic signal design, including those with complex design issues where right-of-way is limited, and ADA compliance challenges exist. Erin spearheaded the development of Kimley-Horn’s ADA data collection, data processing, and data management application (KADA) that has been used to complete ADA Transition Plan projects nationwide.

Relevant Experience

- Delray Beach ADA Self-Evaluation and Transition Plan, Delray Beach, FL**
- Flower Mound ADA Self-Evaluation and Transition Plan, Flower Mound, TX**
- TxDOT Pedestrian Access Inventory, Statewide, TX**
- Miramar ADA Self-Evaluation and Transition Plan, Miramar, FL**
- Coppell ADA Self-Evaluation and Transition Plan, Coppell, TX**
- Edmond ADA Self-Evaluation and Transition Plan, Edmond, OK**
- Denton ADA Self-Evaluation and Transition Plan, Denton, TX**
- Gallatin ADA Self-Evaluation and Transition Plan, Gallatin, TN**
- Knox County ADA Self-Evaluation and Transition Plan, Knox County, TN**
- Oklahoma Department of Transportation ADA Self-Evaluation and Transition Plan, Statewide, OK**
- Tulsa ADA Self-Evaluation and Transition Plan, Tulsa, OK**



Eric Kastelic, EIT
Sidewalk Analyst

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil and Environmental Engineering, Michigan State University

Eric has experience working on a wide variety of pavement rehabilitation, water resources, and land development projects. His expertise includes pavement remediation, pavement and drainage forensics, ADA remediation and design, stormwater management design, and evaluation of existing infrastructure using various stormwater and pavement design software.

Relevant Experience

- Wal-Mart Pavement Management System, Multiple Locations, Texas**
- Wal-Mart Pavement Management System, Lapel, IN**
- Wal-Mart Pavement Management System, Lebanon, IN**
- Wal-Mart Pavement Management System, Oak Hill, TN**
- Kimco Realty Pavement Management Program, Nationwide**
- VEREIT, ADA and Pavement Assessments, Nationwide**
- CIM, ADA and Pavement Assessments, Nationwide**
- Target Corporation Pavement Repairs, Nationwide**
- The Home Depot National Asset Management Program, Nationwide**
- SAIA Pavement Rehabilitation and Maintenance, Nationwide**
- Pavement Management Program for Lockheed Martin Military Base Marietta, GA**
- Brookfield Properties Pavement Repairs, Location Texas**
- Strategic Capital Partners Pavement Repairs, Location Indiana**

RELEVANT EXPERIENCE

When clients call us in need of a repair or when individual sites are identified as a result of a comprehensive network-wide pavement management analysis, we focus on value-engineered solutions. During either request we provide a consistent approach to identifying what caused the failure and develop an improvement strategy. In most cases, we are able to include ADA compliance work as part of the restoration for better contract pricing.

Our long-standing experience in sidewalk assessment, ADA assessments (if needed in the future), maintenance, and repair means you will receive unmatched service, responsiveness, and quality.



City of Racine, Sidewalk Maintenance Program, Racine WI—Kimley-Horn was retained by the City of Racine to assist with their annual sidewalk repairs. Based on preset sidewalk evaluation criteria, we evaluated targeted areas for concrete slab replacements, slab leveling repairs, and saw cutting repairs of vertical displacements to fit within this year's budget. We tailored our in-house GIS-based mobile field data collection application to collect all inputs required for these repairs and to relay the information in prepared bidding documents. These prepared bid documents included locations displayed visually over GIS aerials and summarized with corresponding repair documents which include GPS coordinates, addresses, repair quantities, and project specifications. Kimley-Horn also helped administer the construction contracts and provided construction phase services. The construction phase services included reviewing pay orders and approving contractor invoicing, observing work during construction, and providing the City with project close-out documentation.



Gallatin ADA Self-Evaluation and Transition Plan, Gallatin, TN—Kimley-Horn was selected to prepare an ADA Self-Evaluation and Transition Plan for the City of Gallatin. Our team reviewed all of the City’s programs, procedures, and policies; employment practices; ordinances; website; and design standards. In addition, the project included an ADA compliance review of 17 buildings and associated parking lots, eight parks and associated parking lots, 20 signalized intersections, 14 linear miles of park sidewalks and associated curb ramps, and eight linear miles of trails. Following the completion of the initial project, the City asked our team to complete a second phase that includes an ADA compliance review of 24 signalized intersections and 79 miles of public right-of-way sidewalk.



Denton ADA Self-Evaluation and Transition Plan, Denton, TX—Kimley-Horn was selected by the City of Denton to prepare their ADA Transition Plan. Our team established evaluation criteria, methodology, and procedures to evaluate, provide cost projections, and implement ADA improvements. Facilities evaluated as part of the first project phase included 124 signalized intersections, 375 miles of sidewalk and associated driveways, and over 2,500 curb ramps. Facilities evaluated as part of the second project phase included 72 buildings, 40 parks, and 33 miles of paved trails. The project team also reviewed the City’s grievance process and ADA public notice and solicited public feedback on facility accessibility via survey and interactive web map.

Proposed Fee

TASK #	TASK	TOTAL HOURS	LABOR SUB-TOTAL
1	GIS Set-up for Sidewalk Assessment	50.0	\$5,804
2	Field Work for Sidewalk Assessment	380.0	\$34,525
3	Post Field Work GIS Clean-Up	45.0	\$5,238
4	GIS Portal Set-Up for External Use	25.0	\$3,118
SUBTOTAL			\$48,685
EXPENSES			\$12,640*
TOTAL			\$61,325
<p>*Expenses include 1 creator level and 3 viewer accounts for the GIS portal that the Village of Orland Park will have access to</p>			

PROPOSAL SUMMARY SHEET
RFP 21-065
Sidewalk Condition Assessment

Business Name: Kimley-Horn and Associates, Inc.

Street Address: 4201 Winfield Road, Suite 600

City, State, Zip: Warrenville, IL 60555

Contact Name: Jake Panter, P.E.

Title: Project Manager

Phone: 630.487.3432 Fax: _____

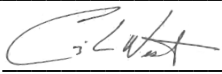
E-Mail address: jake.panter@kimley-horn.com

Price Proposal

PRICE PER MILE \$ 164

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Craig West

Signature of Authorized Signee: 

Title: Senior Vice President Date: 12/15/2021

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Craig West, as Senior Vice President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Kimley-Horn and Associates, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

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

Federal Employer I.D.#: 56-0885615
(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 North Carolina February 10, 1967
(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 HARASSMENT POLICY: Yes No

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

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [] No []

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

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

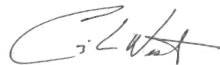
5) TAX CERTIFICATION: Yes [X] No []

Contractor 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

Craig West

Name of Authorized Officer

Senior Vice President

Title

12/15/2021

Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Kimley-Horn and Associates, Inc.

(Enter Name of Business Organization)

- | | |
|-----------------|---|
| 1. ORGANIZATION | <u>The City of Racine</u> |
| ADDRESS | <u>730 Washington Avenue, Racine, WI 53403</u> |
| PHONE NUMBER | <u>262.417.5889</u> |
| CONTACT PERSON | <u>Mark Yehlen, P.E. (former Comissioner of Public Works)</u> |
| YEAR OF PROJECT | <u>2017-2019</u> |
| 2. ORGANIZATION | <u>City of Gallatin</u> |
| ADDRESS | <u>132 W. Main Street, Room 212, Gallatin, TN 37066</u> |
| PHONE NUMBER | <u>615.230.0681</u> |
| CONTACT PERSON | <u>JamiAnn Hannah, RMPE</u> |
| YEAR OF PROJECT | <u>2017-2019</u> |
| 3. ORGANIZATION | <u>City of Denton</u> |
| ADDRESS | <u>901 Texas Street, Denton, TX 76209</u> |
| PHONE NUMBER | <u>940.349.7460</u> |
| CONTACT PERSON | <u>Gary Packan, CPRP</u> |
| YEAR OF PROJECT | <u>Ongoing</u> |



INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsements: ISO CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory
Waiver of Subrogation in favor of the Village of Orland Park

Please provide the following coverage, if box is checked:

PROFESSIONAL LIABILITY

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval

UMBRELLA LIABILITY (Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

UMBRELLA/EXCESS PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval

BUILDERS RISK

Completed Property Full Replacement Cost Limits -
Structures under construction

ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site

CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, notification, response,
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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."** The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the

Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. 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. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Management Analyst, 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 ON _____

Signature

Printed Name

Authorized to execute agreements for:

Title

Name of Company

Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.

General Terms and Conditions Exceptions

After reviewing the General Terms and Conditions provided with the RFP, we respectfully request the following modifications to the terms (**bold** or ~~strikethrough~~).

Compliance with Laws

The Proposer shall at all times observe and comply with all **published** laws, ordinances and regulations of the federal, state, local and Village governments. . .

Indemnification

The successful Proposer shall indemnify, ~~defend~~ and hold harmless the Village, its trustees, officers, directors, officials, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the ~~alleged~~ negligence of the Proposer, 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 Proposer, its officers, agents and/or employees arising out of, or in performance of any of the Contract provisions, including and 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, officials, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer 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 Proposer 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 Proposer 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.~~