

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher
 14700 S. Ravinia Ave.
 Orland Park, IL 60462
 (708) 403-6100
www.orland-park.il.us



VILLAGE HALL

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

May 24, 2012

Mr. Joseph Brusseau
 Busseau Design Group, LLC
 2675 Pratum Avenue
 Hoffman Estates, Illinois 60192

RE: *NOTICE TO PROCEED*
Colette Highlands Park Design

Dear Mr. Brusseau:

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 May 17, 2012.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. 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 May 8, 2012 in an amount not to Eight Thousand Ninety and No/100 (\$8,090.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
 Contract Administrator

Encl:
 CC: Frank Stec

MAYOR
Daniel J. McLaughlin

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May 8, 2012

Mr. Joseph Brusseau
Brusseau Design Group, LLC
2675 Pratum Avenue
Hoffman Estates, Illinois 60192

NOTICE OF AWARD – Colette Highlands Park Design

Dear Mr. Brusseau:

This notification is to inform you that on May 7, 2012, the Village of Orland Park Board of Trustees approved awarding Brusseau Design Group, LLC the contract in accordance with the proposal you submitted dated February 28, 2012, Park Design and Engineering Services – Colette Highlands Park for an amount not to exceed Eight Thousand Ninety and No/100 (\$8,090.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by May 22, 2012.

1. Enclosed is the Contract for Park Design and Engineering Services – Colette Highlands Park. 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. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP 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. I included a revised Insurance Requirements form as the RFP had the incorrect version. The Professional Liability exception is noted as per your response to the RFP.

Please 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, Insurance Certificates 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 proposal 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.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
Park Design and Engineering Services – Colette Highlands Park
(Contract for Professional Engineering Services)



This Contract is made this **8th day of May, 2012** by and between Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Brusseau Design Group, LLC (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.

The Request for Proposals dated February 14, 2012
The Instructions to Proposers
This Contract
Professional Engineering Services General Terms and Conditions
The Proposal dated February 28, 2012, as it is responsive to the VILLAGE’S RFP requirements
Brusseau General Terms and Conditions, to the extent they do not conflict with this contract and/or the VILLAGE’S Terms and Conditions.
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 development of Colette Highlands Park. See proposal for complete scope of work as requested by the Village of Orland Park

(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:

Design Development Phase	\$ 3,500.00
Construction Document Phase	\$ 2,590.00
Bid Phase	\$ 500.00
Construction Observation Phase	\$ 1,500.00

TOTAL COST: an amount not to exceed Eight Thousand Ninety and No/100 (\$8,090.00) 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 of the construction of the park. This 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

To the CONTRACTOR:

Joseph Brusseau, President
Brusseau Design Group, LLC
2675 Pratum Avenue
Hoffman Estates, Illinois 60192
Telephone: 224-293-6470
Facsimile: 224-293-6477
e-mail: Joe@brusseaudesigngroup.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: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: 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 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: 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

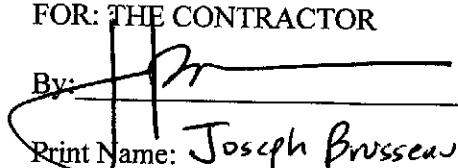
By: 

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 5/18/12

FOR: THE CONTRACTOR

By: 

Print Name: Joseph Brusseau

Its: President

Date: May 9, 2012

**Colette Highlands
Park Station Blvd & Scotsglen Rd**



**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, county 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.

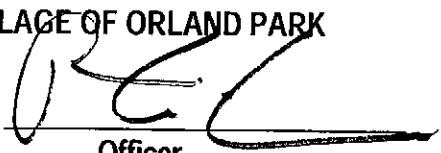
19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during 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:

BRUSSEAU DESIGN GROUP, LLC

By:  _____
Officer
Date: May 9, 2012
Print Name: Joseph Brusseau

VILLAGE OF ORLAND PARK
By:  _____
Officer
Date: 5/12/12
Print Name: Paul G. Grimes
Village Manager



Brusseau Design Group, LLC

Landscape Architecture • Land Planning • Recreational Planning & Design

February 28, 2012

Mr. Frank Stec
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Subject: Proposal for Professional Design, Construction Document, Bidding, and Construction Observation Services for the Development of Colette Highland Park

Dear Mr. Stec:

As requested, we are submitting our Proposal for Design Development, Construction Documents, Bidding and Construction Observation Services for the development of Colette Highland Park (also referred to as the "Park", the "Site", the "Work", or the "Project"). This Proposal is based on the following scope of development:

1. Creation of a new Tot Handicapped Accessible Playground Area.
2. Site Drainage and Playground Under Drainage System Improvements.
3. Site Furnishings.
4. Playground Safety Surfacing.
5. Walks to the Playground.
6. A small Picnic Shelter.
7. Landscape Plantings.
8. Turf Restoration.

Existing Conditions Site Survey

Prior to beginning the design work for this project, we will need an Existing Conditions Survey for the existing park. This survey must contain the following applicable items:

1. Boundary Survey of park parcel, including all easements.
2. Village of Orland Park Datum and Bench Mark.
3. North Arrow and Scale.
4. Any Existing On-Site Features including:
 - a. Buildings
 1. Building Configuration.
 2. Finish Floor Elevation.

3. Top of foundation elevation w/ any foundation steps clearly noted.
 4. Downspout locations
 5. Door, window, utility meter and hose bib locations.
- b. Drives/Parking Areas
1. Top of curb and gutter/pavement grades.(50' o.c. max)
 2. Surface material/surface material changes noted.
 3. Depressed curbs or curb ramps noted and located.
- c. Walks/Courts/Paths
1. Pavement grades at corner intersections, high points, or 50' intervals so as to clearly define and illustrate direction of water movement.
 2. Grade changes, ramps or stairs clearly noted and located.
 3. Surface material/surface material changes noted.
- d. Play Apparatus/Benches & Misc. Site Furnishings
1. The location, general configuration and grade of all permanent benches, tables, refuse containers, play apparatus, fences and misc. site furnishings.
- e. Field/Turf Areas
1. Spot elevations based on a grid system (50' to 100') depending on size of area and amount of grade change.
 2. Location and elevation of any swale systems or high points within the area.
- f. Trees and Vegetation
1. Location, diameter (Inches), and spot grade of all trees.
 2. Location and general configuration of shrub lines.
 3. Spot grades at interval along shrub lines and beds.
- g. Utilities
1. Location, rim and invert grades of all drainage, sanitary, water, electric and telephone structures.
 2. Size and material of underground conduit or pipe.
 3. Miscellaneous fixtures with regard to utilities: Valves, Hydrants, Light Poles, Electric Panels, Meters, Drinking Fountains, etc.

It is our understanding that you will be providing this survey. This survey must be available in a digital computer format compatible with AutoCAD Version 2009 for our use in preparing our plans.

I. SCOPE OF SERVICE

A. Design Development Phase

1. We will visit the park site and conduct a digital photographic inventory of the park and surrounding areas. We will also review the Existing Conditions Survey when we receive it and make any necessary drafting, layering and format changes to the survey to prepare it for our use.
2. We begin this phase by attending a meeting with you and your staff. This meeting is used to review and refine the program for the project. At this meeting, we will discuss the current use of the park, future plans for the park and playground area, as well as Park District programs, which may influence the park design. Budgets, phasing options and time schedules, will also be discussed. We will prepare notes that cover the major topics discussed and conclusions reached, at this meeting and will distribute copies to all parties in attendance at the meeting.
3. Based on the items discussed at the Program Meeting, we will prepare one (1) Preliminary Design Plan for the park. This plan will include the existing features of the park along with proposed features including, the playground, the picnic shelter, walks, seating areas, drainage, play surfacing, playground equipment, site furnishings, and landscape plantings. We will also prepare an Opinion of Probable Construction Costs for the Preliminary Design Plan.
4. We will meet with you and your staff to review the Preliminary Design Plan, and Opinion of Probable Construction Costs. We will prepare notes that cover the major topics discussed and conclusions reached at this meeting and distribute copies to all parties in attendance at the meeting.
5. Based on the results of this meeting, we will revise the Preliminary Design Plan and Opinion of Probable Construction Costs.
6. We will forward electronic versions of the Preliminary Design Plan to the playground equipment vendors of your choice, along with a Request for Proposal ("RFP") to solicit Playground Equipment Designs. The RFP will include the play equipment budget, a description of the type of play events or features desired, a listing of an acceptable color palette, proposal submittal requirements, deliverables and due dates, etc. We will work with the Playground Equipment Vendors to produce two (2) design proposals each for the playground.
7. We will meet with you and residents of Orland Park to present the Preliminary Design Plans and Playground Equipment Designs. The advertisement for this meeting, as well as the staging, will be the responsibility of the Village of Orland Park. We will take general notes based on the input that we receive and distribute to all Village of Orland Park staff in attendance.
8. Based on the comments received at our public meeting, you and your staff's review of the Preliminary Design Plans, and the selected playground equipment design, we will revise the Preliminary Design Plans as necessary, and prepare one (1) Final

Design Plan. We will also update the Opinion of Probable Construction Costs based on this Final Design Plan.

9. We will meet with you and your staff to review the Final Design Plan and Opinion of Probable Construction Costs.
10. We will attend a total of four (4) meetings during this phase.

B. Construction Document Phase

1. Based on the approved Final Design Plan, we will prepare Construction Plans for the park which will include the playground, the picnic shelter, walks, seating areas, drainage, surfacing, play apparatus, site furnishings, landscape plantings, turf restoration and erosion control measures. We will also prepare a Final Opinion of Probable Construction Costs.
2. We will meet with you and your staff to review the Construction Plans when they have reached a point of 75% completion. Based on the results of this meeting, we will make any revisions that you or your staff may require.
3. We will meet with you to review the 100% completed Construction Plans. Based on the results of this meeting, we will revised the Construction Plans as necessary and prepare them for Bidding.
4. We will attend two (2) meetings during this phase.

C. Bid Phase

1. We will prepare Project Manuals for the Park Development Bid. These manuals will contain General Conditions, Special Conditions, Bid Proposal Forms, Specifications, directives to bidders, project completion dates, etc. We will coordinate our efforts with your Purchasing Department.
2. We will recommend competent Contractors to bid on the Work.
3. We will attend the Bid Opening, assist you in the evaluation of the low bids received, and make a recommendation for a Contract Award.
4. We will attend a total of one (1) meeting during this phase.

D. Construction Observation Phase

1. We will attend a pre-construction meeting with the Contractor to review the project, execute Contracts, and answer any questions that may arise.

2. We will review shop drawings and submittals, applicable field tests and inspection reports for general conformance with the design intent of the Specifications and Construction Plans. Our review is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities and installations, which are the Contractor's responsibility.
3. We will visit the project site with you and a representative from the Contractor, on (3) three occasions, to observe the Contractor's work, to determine in general, if the Work when completed, will be in conformance with the Specifications and Construction Plans. For each visit, we will prepare one (1) written Construction Observation Report on the progress of the work and any non-conforming Work observed, and make any necessary plan interpretations.
4. We will prepare requests for change orders effecting work designed or specified by our office.
5. We will review the Contractor's Applications for Payment on three (3) occasions and make recommendations for approval.
6. We will conduct a punch-list review of the work with you and a representative from the Contractor, upon notification by the Contractor of substantial completion.
7. We will conduct a final inspection of the work with you and a representative from the Contractor, upon notification by the Contractor of punch-list completion.

II. COMPENSATION

The following fees are based on our understanding of the project, and performing the tasks as described under Scope of Service. Should the Scope of the Project change, then the following compensation will be adjusted accordingly.

A. Design Development Phase	\$3,500.00
B. Construction Document Phase	\$2,590.00
Civil Engineering Services (If Required)	\$3,900.00
C. Bid Phase	\$500.00
D. Construction Observation Phase	\$1,500.00
F. Additional Services	

Any services beyond the intent of this Proposal may be completed for a negotiated lump sum or on an hourly basis at the rates shown in the Standard Hourly & Material Rates

section, following this Proposal. These additional services include but are not limited to, expansion of the Scope of the Project, expansion of the total project budget, additional revisions beyond those listed above, additional meetings beyond those listed above, and the items listed below in section II. G. Exclusions.

G. Exclusions

In addition to any items not specifically described above, the following items are not included in this Proposal, and must be paid for directly by the Owner or may be provided as an Additional Service for an Additional Fee:

1. Permit filing, review or recording fees.
2. Subsurface Exploration, Soil Borings, Pavement Corings or Materials Testing.
3. Wetland Analysis, Mitigation or Environmental Reports, Plans and Exhibits.
4. Phase I and Phase II Environmental Site Assessment.
5. Services due to the Owner's or Governing Agency's change in the site plan or scope of the project after being directed to proceed.
6. Boundary or Topographic Surveying Services.
7. Zoning Issues, Exhibits or Testimony.
8. Archeological Investigations.
9. Preparation of Applications for Historic Preservation or Endangered Species.
10. Investigation or specification of removal of any hazardous substances or waste, including but not limited to, Asbestos and PCB's, etc., whether known or unknown to exist on the project site.
11. Wetland Delineation or Mitigation Services.
12. Obtaining any permits related to this project.
13. Identification or mitigation of any Special Management Areas.
14. Storm Water Detention Design, Calculation or Specification.
15. Lighting or Electrical System design or specification.
16. Drinking Fountain or Water Service System design or specification.
17. Picnic Shelter Footing Design and Engineering. We will utilize the services of the picnic shelter manufacturer's structural engineering consultant for this work. The costs for this service will be included in the cost of the picnic shelter. We feel that this is a more economical solution and will result in a net savings to the Village of Orland Park.

H. Consultants

We plan on using the following Consultant for this project:

W-T Civil Engineering, LLC
2675 Pratum Avenue
Hoffman Estates, IL 60192
(224) 293-6333

Task: Civil Engineering Services

III. HOURLY RATES

The document entitled "Standard Hourly and Material Rates", is considered a part of this Proposal and is incorporated as if set forth herein.

IV. GENERAL TERMS & CONDITIONS FOR CONTRACT SERVICES

The document entitled "General Terms & Conditions for Contract Services of the Brusseau Design Group, LLC", is considered a part of this Proposal and is incorporated as if set forth herein.

We thank you for the opportunity of submitting this Proposal, and trust that you will find it acceptable. The fees identified in this Proposal will remain in effect for a period of thirty (30) days. Should you have any questions, please call.

Respectfully submitted,
Brusseau Design Group, LLC



Joseph Brusseau
President

Accepted By: _____

Title: _____

Date: _____



Brusseau Design Group, LLC

Landscape Architecture • Land Planning • Recreational Planning & Design

Standard Hourly and Material Rates

January 1, 2012 through December 31, 2012

A. Hourly Rates – Brusseau Design Group, LLC

Division President	\$155.00/Hour
Principal Landscape Architect	\$145.00/Hour
Landscape Architect/Project Manager	\$120.00/Hour
Associate Landscape Architect/Cad Technician	\$90.00/Hour
Clerical Assistant	\$65.00/Hour

B. Hourly Rates – W-T Civil Engineering, LLC

President	\$190.00/Hour
Vice-President	\$160.00/Hour
Civil Project Manager	\$135.00/Hour
Civil Project Engineer	\$110.00/Hour
Civil Project Designer	\$90.00/Hour
Structural Project Manager	\$135.00/Hour
Structural Project Engineer	\$110.00/Hour
Structural Project Designer	\$90.00/Hour
CAD Technician	\$75.00/Hour
Administrative	\$60.00/Hour

C. Material Rates

In-House Services

Plan Reproduction	\$00.50/Square Foot + 10%
Photocopying	\$00.10/Copy + 10%
Postage	Cost +10%
Plotting	\$0.50/Square Foot + 10%

Outside Services

Plan Reproduction	Cost +10%
Color Plotting and Board Mounting	Cost +10%
Photocopying and Binding	Cost +10%
Overnight Delivery/Messenger Services	Cost +10%
Postage	Cost +10%

General Terms and Conditions for Contract for Services of the Brusseau Design Group, LLC

ARTICLE 1 - Contract Scope and Definitions

1.1 Contract Scope

This Agreement consists of the Proposal for Park Design and Engineering Services at Centennial Park, Sunny Pine Park, Colette Highland Park located in Orland Park, Illinois, dated February 28, 2012 (the "Proposal") and these General Terms and Conditions prepared by the Brusseau Design Group, LLC ("BDG"), and all authorized and approved modifications to such Agreement, as mutually agreed to by both BDG and Owner for the Project.

1.2 Definitions

"Additional Services" are the hourly service fees and costs associated with BDG's performance of services in addition to the services set forth in Basic Services in the Proposal.

The "Project" or "Site" is the totality of the construction and services to be provided by all parties' work to fully develop the Owner's recreational plans. The "Services" consists the design and construction phase services to be provided by BDG under this Agreement for the Project. The "Work" means the construction and services required by the Plans, Specifications and Project Manual or reasonably inferable therefrom, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the Project.

The "Plans" are the graphic depictions of the Work, which may or may not encompass the entire Project. The "Specifications" are the portion of this Agreement consisting of the written descriptions of materials, equipment, construction systems, standards and workmanship for the Work, and the performance of related services. The "Project Manual" is the volume usually assembled for the Work, which typically includes the contractor and/or bidding requirements. This Construction Contract, any Conditions thereto, the Plans, Specifications, Project Manual, any Addenda or Modifications to the Construction Contract constitute the "Construction Documents".

1.3 Changes in the Services

Changes in BDG's Services under this Agreement must be effected in strict compliance with this Agreement. Any other requests for changes, alterations or additions to the Contract Documents or Services, shall be submitted to BDG in writing. The parties agree to discuss such requests and the additional costs and expenses associated with them, and, upon their mutual agreement, shall be incorporated into the scope of services under this Agreement, subject to the Owner's obligation to pay the costs and expenses thereof as Additional Services

hereunder.

ARTICLE 2 - Ownership and Use of BDG Plans, Specifications and Other Documents

2.1 Ownership

The Plans, Specifications and other related documents prepared, in whatever media (collectively referred to in the Article as the "Instruments of Service"), by BDG are the means by which BDG will perform its Services under this Agreement and BDG shall retain ownership of such Instruments of Service and any and all copyrights or proprietary rights, whether based in common law or statute, associated with them. The submittal and/or distribution of the Instruments of Service to meet governmental requirements with respect to the Project shall not be deemed a publication in derogation of BDG's copyright or other reserved rights.

2.2 Use

The Owner is granted a non-exclusive limited license to use and reproduce the Instruments of Service or any part or all thereof solely in connection with the Project, provided Owner shall comply with all obligations required in the Agreement including prompt payment of all sums when due. Any termination of this Agreement prior to completion of the Project shall terminate this license. The Instruments of Service are not intended or represented to be suitable for additions, extensions, alterations to this Project or for use on any other project. Any reuse without our written consent is prohibited and in derogation of our rights stated herein. In the event that the Instruments of Service or any part thereof are used on another project or for a purpose not permitted herein, Owner releases BDG, its officers, directors, agents and employees from any liability and agrees to defend, hold harmless and indemnify BDG, its officers, directors, agents and employees, from and against any and all claims, liabilities, damages, losses and costs, including the costs of defense, arising out of any use which fall outside the scope of the license granted herein.

2.3 Electronic Media

To the extent the Instruments of Service are delivered or distributed in an electronic format, BDG does not guarantee their compatibility with the Owner's or others' software or hardware and BDG makes no representation and assumes no duty to assure the electronic media so imported are suitable for the uses and purposes intended by the Owner or others designated by the Owner to use it. Furthermore, BDG assumes no responsibility and no liability for the content of the electronic media in any derivative forms. In the event that the Instruments of Service in hard copy format or electronic media are altered in any way, except by BDG, the Owner releases BDG, its officers, directors, agents and employees, from any liability and agrees to defend, hold harmless and indemnify BDG, its officers, directors, agents and employees from and against any and all claims, liabilities, losses including cost of defense, arising out of any such changes, modifications, or alterations to the Instruments of Service or works derived therefrom.

ARTICLE 3 - Responsibilities of Owner

3.1 Designation of Personnel and Information

Owner shall designate in writing a person to act as Owner's representative with respect to the Project and such person shall have the authority to deliver and receive information, to transmit instructions and interpret and define the Owner's intentions and to make decisions on behalf of the Owner with respect to the Project and BDG's Work. During all phases of BDG's services, Owner shall furnish or cause to be furnished to BDG, with reasonable promptness to avoid delay in the orderly progress of the Work, all the information requested by BDG. Examples of the type and scope of such information is set forth below:

- All types of surveys of the Site and/or Project, describing physical characteristics, such as boundaries, topography and the like, legal limitations, if any, utility locations, and a legal description of the Site.
- Historical data relative to the Site, such as the circumstances of acquisition and environmental matters, if known, copies of soil exploration borings and reports, easements, covenants and restrictions and similar matters regarding the land.
- Input concerning design criteria, consisting of full information relative to the Owner's intentions and requirements for the development of the Project.
- Program use guidelines, budgets, and timetables for development and use.
- Development and use funding sources.

The Owner acknowledges that the foregoing list is illustrative and is not intended to be exclusive.

3.2 Administration, Supervision and Review

The Owner agrees to either directly or through its agent, administer and supervise the development and construction of the Project. Owner or its designated agent shall conduct reviews, and/or participate in the reviews conducted by BDG, and give comments and/or approval of the drawings, plans, specifications, reports, and other written instruments prepared by BDG and shall make decisions, as needed, with reasonable promptness to avoid delay in the orderly progress of the Work.

3.3 Permits, Fees and Notices

Owner or its designated agent shall secure and pay for the building and other permits and governmental fees, licenses and inspections and give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority necessary for the proper execution and completion of the Work and the Project. Owner shall also notify BDG,

in writing, of any delay, suspension or other changes to the Project's timetable and/or budget.

3.4 Indemnification

To the fullest extent permitted by law, Owner shall indemnify and hold harmless BDG, its officers, directors, agents, employees, and consultants (collectively, the Indemnitees") from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and expenses, arising out of or resulting from (1) the failure of the Owner to perform its obligations or undertakings as set forth in this Agreement and (2) the negligence and intentional or reckless conduct of Owner, its employees or agents arising out of, related to or in connection with the Project.

ARTICLE 4 - BDG's Duties and Responsibilities; Limitation of Responsibilities

4.1 BDG's Scope of Authority

BDG is an independent consultant to Owner for the professional services described in this Agreement. BDG's duties and responsibilities thereunder inure solely to the benefit of the Owner and to no other third party. BDG is not a partner or joint venturer with the Owner or any other third party. Further, BDG shall not be deemed an agent or representative of Owner, unless BDG has expressly consented, in writing, to act in such a role.

4.2 Appointment of Representative; Project Coordination and Standard of Care

Upon the Owner's acceptance of the Agreement, BDG will appoint a person, engaged by BDG, to act on its behalf, and to communicate with the Owner and other third parties with respect to the Project and BDG's Work. BDG shall coordinate with Owner to perform its services in a manner and sequence and time-frame to endeavor to accomplish the Owner's project completion and programming goals related to the Project. BDG shall perform its professional services to the standard of care ordinarily exercised by members of the landscape architects' profession practicing under similar conditions at the same time and in the same community.

4.3 Construction Observation

BDG shall make visits to the Site as agreed to by the Owner and BDG, to observe the Contractor's progress and quality of the Work to determine, in general, if the Work when completed, will be generally in conformance with the Contract Documents. Such visits and observations by BDG are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to BDG and its Consultant's identified in this Agreement and the Contract Documents, but rather are to be limited to spot observations, and similar visual methods of general observation of the Work. Based on

information obtained during such visits and observations, BDG shall inform the Owner of the progress of the Work and of any non-conforming Work observed by BDG during such site visits.

Notwithstanding the foregoing, Owner agrees that BDG is not responsible for the construction means, methods, techniques, sequences or procedures, equipment, site conditions or use or for any safety precautions or programs in connection with the Project. Moreover, BDG will not be responsible to or for any Contractor, Construction Manager, or Subcontractor's performance under this Agreement, except for the consultants engaged by it and listed in the Agreement.

4.4 Limitation of Responsibilities

BDG shall not be responsible or be liable for (i) construction site job safety or other public safety matter; (ii) the existence of any hazardous materials or wastes on or adjacent to the Project; or (iii) the investigation or location of any site-related utilities, including, but not limited to, underground pipes, conduits, cables or structures such as gas lines, electric lines, fiber optics or phone lines, irrigation systems, septic or sanitary sewer systems, storm sewer systems or any other items which exist below the surface of the ground on the Site or adjacent properties.

4.5 Construction Cost Estimates

BDG's construction cost estimates and/or opinions of probable construction costs for the project are solely BDG's estimates based on its professional experience and general knowledge of the construction industry. BDG shall in no way be responsible or have any liability for any differences between such estimates and any Contractor's bids or actual costs. Owner acknowledges and agrees that BDG has no responsibility or control over any Contractor's bids or actual costs and that it does not warrant such estimates in any way.

ARTICLE 5 - Service Fees and Payment

- 5.1 BDG's fees and Basic Services reimbursable expenses shall be billed monthly on a "percent of services completed" basis. Additional Services will be billed monthly in accordance with its Standard Hourly and Material Rate Sheet. Owner agrees to pay all billed fees and expenses within 30 days of the invoice date. BDG's hourly rates and charges are subject to change on a calendar year basis. BDG reserves the right to suspend or to terminate its services on accounts which remain unpaid in excess of 30 days.

ARTICLE 6 - Termination

- 6.1 This Agreement may be terminated by either party with or without cause upon ten (10) days written notice, provided, however, that notwithstanding the Owner's termination, BDG shall

be entitled to payment of all fees and expenses charged or incurred by it up to the date of termination.

ARTICLE 7 - General Provisions

7.1 Insurance

Owner agrees to cause the Contractor to provide liability insurance coverage, including general liability and automobile liability insurance naming BDG and its consultants as additional insureds thereunder during the development and construction of the Project in the same manner and to the same extent as the Owner is protected and insured thereunder. Owner shall require the Contractor to provide Certificates of Insurance evidencing that such insurance is in place and that, as to the additional insureds, such insurance is endorsed to be primary and non-contributory over any other insurance carried independently by the additional insured.

7.2 Binding Effect and Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their successors and permitted assigns. Except for the BDG consultants identified in its Proposal, neither party shall assign their rights and responsibilities under this Agreement to any other party without the prior written consent of the other.

7.3 Governing Law

This Agreement shall be governed by the laws of the State of Illinois.

7.4 Entire Agreement and Amendment

This Agreement constitutes the entire agreement of the parties with respect to the professional services to be rendered and the payments to be made therefor and supersedes all prior or contemporary agreements, representations, warranties, covenants, and understandings of the parties. This Agreement may not be amended, nor shall any waiver, change, modification, consent, or discharge be effected, except by an instrument in writing executed by or on behalf of the party against whom enforcement of any amendment, waiver, change, modification, consent, or discharge is sought.

7.5 Limitation of Liability

Owner agrees to make any claims or suits arising from this Agreement or the Project against BDG only and not against any officer, director or employee of BDG. To the fullest extent permitted by law, the total liability, in the aggregate of BDG, its officers, directors, employees, agents and consultants and any of them to Owner, or anyone claiming by or

through Owner, for any claims, losses, suits, or damages, of any kind and nature, arising out of or in any way related to the Services, the Project or this Agreement, whether sounding in tort, contract, statutory violation or otherwise, shall not exceed BDG's fees paid for services rendered, pursuant to this Agreement on the project.

Owner and BDG waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement.

PROPOSAL SUMMARY SHEET

Park Design and Engineering

Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Brusseau Design Group, LLC

Street Address: 2675 Pratum Avenue

City, State, Zip: Hoffman Estates, IL 60192

Contact Name: Joseph Brusseau

Phone: (224) 293-6471 Fax: (224) 293-6477

E-Mail address: joe@brusseaudesigngroup.com

FEIN#: [REDACTED]

<u>Description</u>	<u>Cost</u>	<u>Construction Observation</u>
Centennial Park	\$ <u>8,400.00</u>	<u>\$1,500.00</u>
Sunny Pine Park	\$ <u>5,260.00</u>	<u>\$1,500.00</u>
Colette Highlands Park	\$ <u>10,490.00</u>	<u>\$1,500.00</u>

Signature of Authorized Signee: 

Title: President

Date: 2-28-12

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal. (Note: At least 60 days should be allowed for evaluation and approval)

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.

Brusseau Design Group, LLC (Corporate Seal)
Business Name


Signature

Joseph Brusseau
Print or type name

President
Title

2.28.12
Date



Brusseau Design Group, LLC

Landscape Architecture • Land Planning • Recreational Planning & Design

February 28, 2012

Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Subject: Corporate Disclosure

To Whom It May Concern:

Please accept the following information as requested in your RFP our response to your Request for Proposal for Park Design and Engineering.

Firm History and Background

Brusseau Design Group, LLC
2675 Pratum Avenue
Hoffman Estates, IL 60192

We are a Limited Liability Corporation (Incorporated in Illinois in 2005)
Brusseau Design Group, Ltd. (Incorporated in Illinois in 1993)

Officers and Principals:

Troy N. Triphahn, Manager (W-T Engineering, Inc.)
2675 Pratum Avenue
Hoffman Estates, IL 60192

Joseph Brusseau, President
2675 Pratum Avenue
Hoffman Estates, IL 60192

The Brusseau Design Group, LLC is authorized to do business in the state of Illinois.

Respectfully submitted,
Brusseau Design Group, LLC

Joseph Brusseau
President

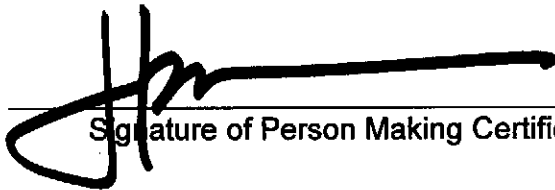
**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Joseph Brusseau, being first duly sworn certify

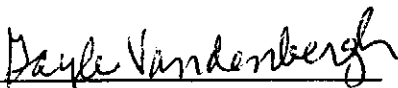
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Brusseau Design Group, LLC, 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.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 28 Day
of February, 2012.



Notary Public



SEXUAL HARASSMENT POLICY

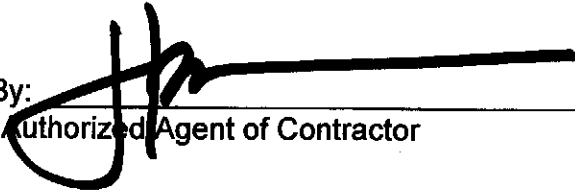
Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"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."

Joseph Brusseau, having submitted a proposal for Brusseau Design Group, LLC (Name of Contractor) for Park Design and Engineering (General Description of Work Proposed on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 28 Day
of February, 2012.


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: _____

DATE: _____

[Signature]
2.28.12

Subscribed and Sworn To
Before Me This 28 Day
of February, 2012.

Gayle Vandenberg
Notary Public



TAX CERTIFICATION

I, MARK CORRADO, having been first duly sworn depose and state as follows:

I, MARK CORRADO, am the duly authorized agent for BRUSSEAU DESIGN GROUP, LLC, which has

submitted a proposal to the Village of Orland Park for

PARK DESIGN AND ENGINEERING and I hereby certify
(Name of Project)

that BRUSSEAU DESIGN GROUP, LLC 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: [Signature]

Title: CHIEF FINANCIAL OFFICER

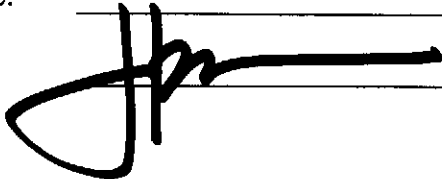
Subscribed and Sworn To
Before Me This 28 Day
of FEBRUARY, 2012.

[Signature]
Notary Public



REFERENCES

(Please Print or Type)

ORGANIZATION	Alsip Park District
ADDRESS	12521 S. Kostner Avenue
CITY, STATE, ZIP	Alsip, IL 60803
PHONE NUMBER	(708) 389-1003
CONTACT PERSON	Jeanette Huber, Executive Director
DATE OF PROJECT	Sears Park Renovation 2010
ORGANIZATION	Skokie Park District
ADDRESS	9300 Weber Park Place
CITY, STATE, ZIP	Skokie, IL 60077
PHONE NUMBER	(847) 647-1500
CONTACT PERSON	John V. Ohrlund, Superintendent of Parks
DATE OF PROJECT	Devonshire Playground Renovation 2011
ORGANIZATION	Streamwood Park District
ADDRESS	777 Bartlett Road
CITY, STATE, ZIP	Streamwood, IL 60107
PHONE NUMBER	(630) 372-7275
CONTACT PERSON	Keith Gorczyca, Superintendent of Parks
DATE OF PROJECT	Playground Renovations, 4 Sites 2011
Proposer's Name & Title:	Joseph Brusseau
Signature and Date:	 2-28-12

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

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 9th DAY OF May, 20 12

Signature

Joseph Brusseau

Printed Name & Title

Authorized to execute agreements for:

Brusseau Design Group, LLC

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2012

PRODUCER

Tom Siok, Agent
1499 S. Schaumburg Rd.
Schaumburg, IL 60194

THIS CERTIFICATE IS ISSUED AS 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.



INSURED

BROSSEAU DESIGN GROUP LLC
2675 PRATUM AVE
HOFFMAN EST IL 60192-3703

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Fire and Casualty Company 25143

INSURER B:

INSURER C:

INSURER D:

INSURER E:

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 LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	93-06-7027-1 F	01/18/2012	01/18/2013	EACH OCCURRENCE \$ 2,000,000
	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	X	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMPROP AGG \$ 4,000,000
		GENL AGGREGATE LIMIT APPLIES PER:				
	X	☒ POLICY ☐ PROJECT ☐ LOC				
A	X	AUTOMOBILE LIABILITY	031 9576-A18-13I-9ZZ	01/18/12	01/18/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X	ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	X	HIRED AUTOS				
	X	NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
						AGG \$
A	X	EXCESS/UMBRELLA LIABILITY	93-LY-4369-5	01/18/12	01/18/13	EACH OCCURRENCE \$ 5,000,000
	X	OCCUR ☐ CLAIMS MADE ☐				AGGREGATE \$ 5,000,000
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	93-MO-4440-0	01/18/12	01/18/13	☒ WC STATUTORY LIMITS ☒ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				EL DISEASE - POLICY LIMIT \$ 1,000,000

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

ADDL INSD:

VILLAGE OF ORLAND PARK
14700 S RAVINIA AVE
ORLAND PARK, IL 60462

AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS AS ADDL INSURED ON A PRIMARY/NONCONTRIBUTORY BASIS WITH RESPECTS TO CLAIMS ARISING OUT OF OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED. WAIVER OF SUBROGATION IN FAVOR OF THE ADDL INSURED IN REGARDS TO GENERAL LIABILITY AND WORK COMP COVERAGES.

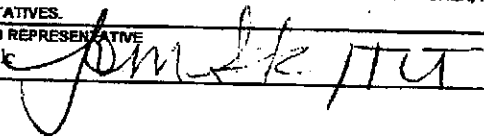
CERTIFICATE HOLDER

CANCELLATION

ADDL INSD:
VILLAGE OF ORLAND PARK
14700 S RAVINIA AVE
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.

AUTHORIZED REPRESENTATIVE
Tom Siok



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.

TC2 Policy No. 93-LP-1801-8

CMP-4787
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY



**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 93-LP-1801-8

Named Insured:

W-T ENGINEERING INC
2675 PRATUM AVE
HOFFMAN EST IL 60192-3703

Name And Address Of Person Or Organization:

VILLAGE OF ORLAND PARK
14700 S RAVINIA AVE
ORLAND PARK IL 60462-3134

The following is added to Paragraph 10.b. of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:

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

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

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TC2 Policy No. 93-LP-1801-8

CMP-4788
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4788 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE**Policy Number:** 93-LP-1801-8**Named Insured:**

W-T ENGINEERING INC
 2675 PRATUM AVE
 HOFFMAN EST IL 60192-3703

Name And Address Of Additional Insured Person Or Organization:

VILLAGE OF ORLAND PARK
 14700 S RAVINIA AVE
 ORLAND PARK IL 60462-3134

1. SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for that additional insured; or

b. Products-Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

- 2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
- 3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

CMP-4788



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2012

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Euclid Insurance Services, Inc. 234 Spring Lake Dr Itasca IL 60143	CONTACT NAME: PHONE (A/C, No, Ext): 630-694-3700 E-MAIL ADDRESS:	FAX (A/C, No): 630-773-4075
INSURED Brusseau Design Group, LLC 2675 Pratum Ave Hoffman Estates IL 60193	INSURER(S) AFFORDING COVERAGE INSURER A: RLINS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13056

COVERAGES

CERTIFICATE NUMBER: 276161024

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Architects and Engineers Professional Liability			RDP0004544	7/17/2011	7/17/2012	\$2,000,000 each claim / annual aggregate

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

Professional Liability is written on a 'claims made' policy form.

RE: Colette Highlands Park Design

*Important: Please note that specific project descriptions are provided as a reference only. Most limits of liability are subject to aggregate amounts and are not dedicated to specific projects.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park
Attn: Denise Domalewski, Contract Administrator
14700 S Ravinia Ave
Orland Park IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE