

Contract # 356

Clerk's Contract and Agreement Cover Page

Year: 2007

Legistar File ID#: 2007-0427

Multi Year:

Amount \$80,000.00

Contract Type:

Services

Contractor's Name:

Hitchcock Design Group

Contractor's AKA:

Execution Date:

8/16/2007

Termination Date:

9/30/2007

Renewal Date:

Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description: Colette Highlands Project Revision Cost



Friday, August 17, 2007

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



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

VILLAGE HALL

August 17, 2007

Mr. Bill Inman
Hitchcock Design Group
221 West Jefferson Avenue
Naperville, Illinois 60540

RE: *NOTICE TO PROCEED*
Colette Highlands Development 2007

Dear Mr. Inman:

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.

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 August 16, 2007 in an amount not to exceed Eighty Thousand and No/100 (\$80,000.00) Dollars. Please return to me one fully executed proposal dated June 26, 2007 for my files. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
(Contract for Services)

This Contract is made this 16th day of August, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Hitchcock Design Group (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on June 26, 2007, to the extent it does not conflict with this contract.

Scope of Services submitted by Contractor on June 26, 2007

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:

Colette Highlands-2007 Grading and Restoration Project: The work includes: Improve the aesthetics of the park, Control site erosion and siltation of Lake Sedgewick and the onsite retention pond; Finally determine if any fill needs to be exported; Establish site contours that anticipate future construction phases including: minimizing topsoil depth under future pavement; locating compactable cohesive materials in areas of future buildings; specifying compaction and testing methods; other tactics to ensure cost effectiveness of future phases of work.

Commission a professional land surveyor to update the topographic survey (Atwell Hicks).

Advance the master plan to the Schematic Design level to refine site geometry including, storm sewer infrastructure, drainage routes and a balanced earth motion.

Design a detailed restoration plan including conventional seeding, erosion control, native landscaping and Best Management Practices.

Update the overall cost opinion for the entire project to reflect anticipated construction schedule.

Quantify and prepare the Phase I grading and restoration cost opinion.

Topographic Survey \$17,000

*Research and Analysis Phase,
Design Development Phase,
Construction Documentation and Permitting Phase* \$46,000

*Bidding and Negotiation Phase,
Construction Phase Services* \$14,000

*Reimbursable expenses
~~Professional Services Not To Exceed~~* \$ 3,000

(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 for performance of the described services:

TOTAL: An amount not to exceed Eighty Thousand and No/100 (\$80,000.00) 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: The WORK shall commence upon receipt of a Notice to Proceed with final completion on September 30, 2007. This Contract shall terminate upon completion of the WORK, but 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 the VILLAGE, its trustees, officers, directors, agents and employees harmless from all liability, claims, liens, losses, or causes of action for property damage, personal injury or death, or other damages, judgments, costs, damages and expenses of any kind, including costs and reasonable attorneys' fees, which may in any way be suffered by the VILLAGE or any of its trustees, officers, directors, agents and employees, or which may accrue against or be charged to or

recovered from the VILLAGE or its trustees, officers, directors, agents and employees which may arise out of negligent acts, errors or omissions of the CONTRACTOR or which may be alleged to have arisen out of or in connection with the work covered by the CONTRACT DOCUMENTS. The CONTRACTOR shall defend all such claims in the name of the VILLAGE and shall pay for all reasonable attorney's fees and expenses of the VILLAGE incurred as a result thereof.

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:

Bill Inman

Senior Vice President

Hitchcock Design Group

221 West Jefferson Avenue

Naperville, Illinois 60540

Telephone: 630-961-1787

Facsimile: 630-961-9925

e-mail: binman@hitchcockdesigngroup.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 highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

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

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

FOR: THE VILLAGE

By: [Signature]

Print Name: Robert S. Ziegler, Jr.

Its: Village Manager

Date: 8-16-07

FOR: THE CONTRACTOR

By: [Signature]

Print Name: BILL WMAN

Its: SR. VICE PRESIDENT

Date: 8-13-07

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing



Hitchcock Design Group

Creating Better Places®

June 26, 2007

Frank Stec
Director of Parks and Building
Village of Orland Park
14650 Ravinia Avenue
Orland Park, IL 60462

RE: The Highlands – 2007 grading and restoration project

Dear Frank:

Thank you for asking the Hitchcock Design Group team to submit this design and engineering proposal to grade and restore the +/- 11-acre Highlands site and the +/- 1 acre outlot. We appreciate the opportunity to continue our work on this monumental project and are thrilled that the Village is advancing this initiative.

The planning process has been successful to date and has yielded an exciting direction for the project. The Village, although embracing the master plan for The Highlands, has agreed to delay the project in order to advance several other major community initiatives. For now, the Village is interested in grading and stabilizing the site in accordance with the long-term design vision.

The goals for this phase of work include:

- Improve the aesthetics of the park.
- Control site erosion and siltation of Lake Sedgewick and the onsite retention pond.
- Finally determine if any fill needs to be exported.
- Establish site contours that anticipate future construction phases including:
 - o minimizing topsoil depth under future pavement
 - o locating compactable cohesive materials in areas of future buildings
 - o specifying compaction and testing methods
 - o other tactics to ensure cost effectiveness of future phases of work

To do this successfully, we need to move through the following steps:

- Commission a professional land surveyor to update the topographic survey (Atwell Hicks).
- Advance the master plan to the Schematic Design level to refine site geometry. This will be necessary to build final consensus on the layout and to give structure to the grading plan.
- Design and engineer a detailed grading plan based on the refined geometry including, storm sewer infrastructure, drainage routes and a balanced earth motion.
- Design a detailed restoration plan including conventional seeding, erosion control, native landscaping and Best Management Practices.
- Update the overall cost opinion for the entire project to reflect anticipated construction schedule.
- Quantify and prepare the Phase I grading and restoration cost opinion.

You would like for us to commence this work over the summer and to bid the work in the fall of 2007. We will confirm the project costs during the design and engineering process, but anticipate the construction value of this work to be between \$1.2 and 1.5 million.

Please see the attached Scope of Services for our step-by-step approach.

Based on the attached Scope of Services, we propose the following fee structure:

Topographic survey: \$17,000

Research and Analysis Phase,
Design Development Phase,
Construction Documentation and Permitting Phase: \$46,000

Bidding and Negotiation Phase,
Construction Phase Services: \$14,000

Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees and will be capped at \$3,000. We can begin work at your authorization and anticipate completing documents suitable for bidding within 60 days after receiving the topographic survey.

Thanks, Frank! Please let myself or Joel Baldin know if you require additional information.

Sincerely,
Hitchcock Design Group



Bill Inman
Senior Vice President

ACCEPTANCE

Please indicate your acceptance of this proposal and attached terms and conditions by signing and returning this copy. A countersigned proposal will be returned to you. This proposal may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

ACCEPTED: _____

Signature of individual authorized to accept this agreement on behalf of client.

Robert S. Zedler, Jr. Village Manager
Printed Name and Title

ACCEPTED: _____

Bill Inman, Senior Vice President
Hitchcock Design Group

cc: Joel Baldin, Hitchcock Design Group
Jennifer Brestal, Hitchcock Design Group



Hitchcock Design Group

Creating Better Places®

Scope of Services

A. Research and Analysis Phase

We will:

1. Participate in a kick-off meeting with you and the other project team members to confirm:
 - a. Project area, goals and objectives, and schedule
 - b. Project team structure
 - c. Constituent interests and jurisdictional agencies
 - d. Budgeted costs and potential revenue sources
 - e. Team responsibilities and communications protocol
 - f. Invoicing and payment procedures
 - g. Contract process (if it changed)
 - h. Other administrative considerations
2. Inventory available existing data for the project area and the immediate surroundings including:
 - a. As-built plans and calculations for the retention pond
 - b. Utility atlas information
 - c. Existing master plan and schematic grading
 - d. Existing estimates of probable construction cost
 - e. Schedules and funding / cash flow model
 - f. Available reports and surveys
3. Prepare written Request for Proposal and obtain pricing for Topographic Surveying services from professional land surveying companies. Present the information to you for approval. Schedule, coordinate and manage the selected firm's service. **(completed)**
4. Contact applicable jurisdictional agencies to discuss the probable requirements. Forward information to the respective agencies as may be required to describe the proposed improvements. Schedule and attend pre-application meetings to further identify the project's permitting requirements. Agencies identified for coordination to date include:
 - a. Village of Orland Park
5. Observe and photograph the project area and immediate surroundings in order to re-confirm apparent physical conditions.
6. Prepare written memo of Research and Analysis phase.

B. Design Development Phase

We will:

1. Utilizing the approved master plan, we will advance the geometric layout of the proposed site amenities in preparation for designing the detailed grading and restoration documents for the park. Deliverables to include:
 - a. Detailed schematic plan view drawing, rendered
 - b. Written executive design summary
 - c. Gazebo and senior area / plaza

2. Prepare the design development level grading and restoration plans including:
 - a. Site preparation plans
 - b. Stormwater Pollution Prevention Plans (required by IEPA)
 - c. Site grading plans (to be stamped by a Licensed Professional Engineer)
 - d. Site restoration plans
 - e. Utility plans (limited to storm water conveyance utilities)
 - f. Erosion and sediment control details
3. Document the design on base maps created from the topographic survey as well as create supplementary drawings as may be appropriate.
4. Prepare a summary of estimated quantities and an opinion of probable construction costs for:
 - a. The entire project, based on the Villages projected schedule
 - b. The phase 1 grading and restoration project
5. Prepare outline specifications for each component or system.
6. Review the drawings, specifications, costs, product data and material samples with you at the 75% complete Design Development milestone. Prepare written summaries of discussions, direction and decisions following the meeting.

C. Construction Documentation and Permitting Phase

Following your approval of the Design Development Phase, we will:

1. Finalize the graphic and written documentation that will be used to bid and construct the improvements including:
 - a. Digital construction drawings
 - b. Written specifications and project manual
 - i. General and Supplementary Conditions (supplemented by Orland Park standards)
 - ii. Technical specifications
2. Review the drawings, specifications, costs, permitting and construction strategy with you at 50% and 100% complete Construction Documentation and Permitting Phase milestones. Prepare written summaries of discussions, direction and decisions following each meeting.
3. Make revisions and advancements to the documents and supporting materials between milestone meetings.
4. Submit copies of the documents and application information to the Village of Orland Park engineering department and other applicable departments.
5. Make revisions as may be required to facilitate jurisdictional approvals and permit(s).

D. Bidding and Negotiation Phase

Following your approval of the Permitting and construction Documentation Phase, we will:

1. Print and deliver 10-copies of the final construction documents to the Village of Orland Park Clerk's office for distribution.
2. Fax invitations to bid to reputable contractors.
3. Help you advertise the bid letting by preparing a written advertisement (legal notice) for you to place in a local newspaper

4. Answer questions and issue written addenda, when appropriate, to all bidders regarding changes to or clarifications of the contract documents.
5. Review the bids, tabulate the results and issue a recommendation to you regarding the contract award.
6. Prepare written recommendation and forward to you for review and consideration.

E. Construction Phase Services

Following the award of the construction contract to a single General Contractor, we will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first:

1. Construction Administration
 - a. Help you prepare an Owner/Contractor Agreement.
 - b. Conduct a pre-construction meeting with you and the Owner, consultant team, and the Contractor to review:
 - i. Contractor mobilization and staging
 - ii. Contractor schedules and submittals
 - iii. Responsibilities, communication protocol and payment procedures
 - c. Issue interpretations or clarifications of the Contract documents when requested by you or the Contractor.
 - d. Review shop drawings, product data and material samples which the Contractor is required to submit to determine their general conformance with the design intent and information contained in the Contract Documents.
 - e. Prepare written recommendations for construction change orders, as requested by:
 - i. Owner for a change that you wish to make to the scope of the Contractor's work
 - ii. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner/Contractor Agreement was executed.
 - f. Prepare written recommendations regarding the Contractor's periodic application for payment.
2. Construction Observation
 - a. Assuming a 3 month construction period, participate in site meetings every 2 weeks (6 total meetings budgeted) with you and the Contractor, to become familiar with the progress and quality of the Contractor's work, to determine if the work is proceeding in general conformance with the contract documents, and to review the Contractor's schedule, shop drawings, submittals and requests.
 - b. Review required testing procedures and data provided by independent testing services, as applicable.
3. Contract Close-out
 - a. Participate in one (1) site visit to conduct a walk through and prepare a punch list upon substantial completion of the construction documents prepared by HDG.
 - b. Review required contract close out submittals provided by the Contractor, such as but not limited to:
 - i. Contractor provided as-built record drawings
 - ii. Contractor provided labor and material lien waivers
 - iii. Review contractor provided final payment application
 - g. Participate in one (1) site visit to conduct a final walk through to verify completion of the punch list items and establish final acceptance.
 - h. Prepare recommendations regarding the Contractor's request for final acceptance of completed work.

CRIMINAL CODE CERTIFICATION

AS REQUIRED BY:
STATE OF ILLINOIS CRIMINAL CODE OF 1961
PURSUANT TO PA 85-1295

Ch. 720, Article 5, Sec. 33E-11, 2002 Ill. Compiled Statutes,

I, the individual whose signature appears below on this proposal/contract for

All projects for the Village of Orland Park

hereby certify that the proposing party/contracting party is not barred from proposing on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of ch. 720, Article 5, 2002, Ill. Compiled Stat, as amended.

Proposer/Contractor:

Signed: 

Title: Sr. V.P.

Dated: 10.18.06

Attest: 



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."

Bill Inman, having submitted a proposal for
Hitchcock Design Group (Name of Contractor) for
All projects for the Village of Orland Park (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 18th day of October, 2006.

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

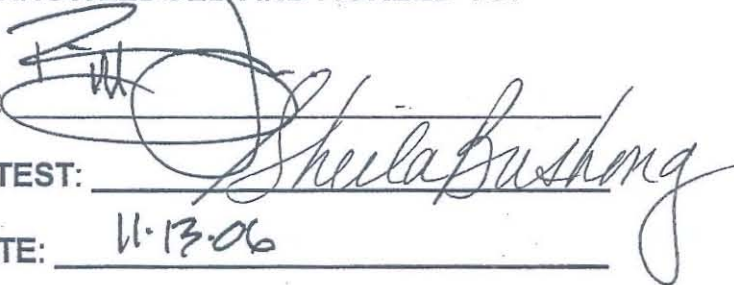
Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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: 
ATTEST: _____
DATE: 11-13-06

TAX CERTIFICATION

I, Bruce Inman, having been first duly sworn
depose and state as follows:

I, Bruce Inman, am the duly
authorized

agent for Hitechcode Design Group,
which has

submitted a proposal to the Village of Orland Park for

All projects for the Village of Orland Park and I hereby certify
(Name of Project)

that Hitechcode Design Group 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: Sr. V.P.

Subscribed and Sworn to
Before me this 18th
Day of October, 2006



[Signature]

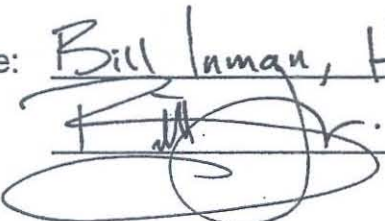
REFERENCES

(Please type)

ORGANIZATION Village of Romeoville
ADDRESS 900 W. Romeo Road
CITY, STATE, ZIP Romeoville, IL 60446
PHONE NUMBER (815) 886-6222
CONTACT PERSON Steve Gulden
DATE OF PROJECT Ongoing repeat client

ORGANIZATION Village of Glendale Heights
ADDRESS 250 Civic Center Plaza
CITY, STATE, ZIP Glendale Heights, IL 60139
PHONE NUMBER (630) 260-6060
CONTACT PERSON Cecelia Sullivan
DATE OF PROJECT Ongoing repeat client

ORGANIZATION Village of Orland Park
ADDRESS 14650 Ravinia Ave.
CITY, STATE, ZIP Orland Park, IL 60462
PHONE NUMBER (708) 403-6139
CONTACT PERSON Frank Stec
DATE OF PROJECT Ongoing repeat client

Proposer's Name: Bill Inman, Hitchcock Design Group
Signature: 

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

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
Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence
\$5,000,000 – Aggregate

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

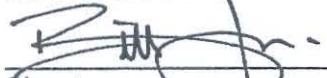
PROFESSIONAL LIABILITY

\$1,000,000 - Per Claim, \$2,000,000 - Aggregate
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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The proposer 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, Kerrie Petzo, 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 proposer and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS 18th DAY OF October, 2006



Signature
Bill Inman SR V.P.
Printed Name & Title

Authorized to execute agreements for:
Hitchcock Design Group
Name of Company

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/24/2007

PRODUCER
HUB International Illinois
800 Waukegan Rd
P.O. Box 510
Glenview, IL 60025
847-724-6000 847-724-7190

INSURED
Hitchcock Design Group
221 W. Jefferson Avenue
Naperville IL 60540

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

COMPANIES AFFORDING COVERAGE

COMPANY A Hartford Casualty Insurance Company
COMPANY B Hartford Underwriters Insurance Company
COMPANY C Hartford Insurance Company of Midwestern
COMPANY D

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	83SBAPL5419	02/07/2007	02/07/2008	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Comp. Ded. \$250 Coll. Ded. \$500	83UECRF8144	02/07/2007	02/07/2008	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	83SBAPL5419	02/07/2007	02/07/2008	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Retained \$ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	83WECNE9875	02/07/2007	02/07/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				


DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Primary Non Contributory Additional Insured: Village of Orland Park on the General Liability policy ATIMA.
 A Waiver of Subrogation in favor of the Additional Insured applies to the General Liability and Workers Compensation policies.
 Re: All Projects

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 10 days notice for non-payment.

AUTHORIZED REPRESENTATIVE 

From: Doyle, Karen [karen.doyle@hubinternational.com]
Sent: Tuesday, May 15, 2007 10:43 AM
To: Denise Domalewski
Subject: COI - Hitchcock Design

Attachments: SCN_20070515112352_001.pdf

Per your email of 4/24/07 regarding the WC endorsement, as well as, the General Liability additional insured and waiver of subrogation...please see attached.

ITEM 1 - WC99 03 03B is the form, in the workers compensation policy (2/7/07-2/7/08), which provides extended coverages to Hitchcock Design. Note that we have circled #3 on page 4 of 6 regarding Waiver of Subrogation.

ITEM 2 - SS00 02 11 93T is the form, in the general liability policy (2/7/07-2/7/08), which provides extended coverages to Hitchcock Design.

Note that we have circled #8 on page 17 of 24 regarding Waiver of Subrogation and we have also circled #9 a 1 and 2 on page 20 of 24 regarding Additional Insured.

Karen A. Doyle CIC, CISR
Commercial Lines Account Manager
Hub International Midwest Limited
(847) 904-4850 Direct Dial
(866) 696-1531 Direct Fax
karen.doyle@hubinternational.com

Confidentiality Notice: This electronic message, together with its attachments, if any, is intended to be viewed only by the individual to whom it is addressed. It may contain information that is privileged, confidential, protected health information and/or exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without our prior permission. If the reader of this message is not the intended recipient or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 83 WEC NE9875

Endorsement Number:

Effective Date: 02/07/07

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HITCHCOCK DESIGN INC

221 W. JEFFERSON AVENUE
NAPERVILLE, IL 60540

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

INDEX			
SUBJECT	PAGE	SUBJECT	PAGE
SECTION I	2	B. Part One Does Not Apply	3
PARTS ONE and TWO	2	C. Application of Coverage	3
01 We Will Also Pay	2	D. Additional Exclusions	3
PART - THREE	2	E. West Virginia	3
02 How This Insurance Works	2	EXTENDED OPTIONS	4
PART - SIX	2	01 Employers' Liability Insurance	4
03 Transfer of Your Rights and Duties	2	02 Unintentional Failure to Disclose Hazards	4
04 Liberalization	2	03 Waiver of Our Right to Recover from Others	4
SECTION II	2	04 Foreign Voluntary Compensation	4
VOLUNTARY COMPENSATION INSURANCE	2	A. How This Reimbursement Applies	4
05 Voluntary Compensation Insurance	2	B. We Will Reimburse	4
A. How This Insurance Applies	2	C. Exclusions	4
B. We Will Pay	2	D. Before We Pay	5
C. Exclusions	3	E. Recovery From Others	5
D. Before We Pay	3	F. Reimbursement For Actual Loss Sustained	5
E. Recovery From Others	3	G. Repatriation	5
F. Employers' Liability Insurance	3	H. Endemic Disease	5
EMPLOYERS' LIABILITY STOP GAP ENDORSEMENT	3	05 Longshore and Harbor Workers' Compensation Act Coverage Endorsement	5
06 Employers' Liability Stop Gap Coverage	3	SECTION III	6
A. Stop Gap Coverage Limited to Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming	3	01 Schedule of Covered States	6

07043

*3500283NE98750101



EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	<u>\$500,000</u>	<u>Each Accident</u>
Bodily Injury by Disease	<u>\$500,000</u>	<u>Policy Limit</u>
Bodily Injury by Disease	<u>\$500,000</u>	<u>Each Employee</u>

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from \$500,000 to \$1,000,000 in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

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

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

19 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
54 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the insurance
PL company of The Hartford Insurance Group shown below.
SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: 3



Policy Number: 83 SBA PL5419 SA

SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: HITCHCOCK DESIGN, INC.
(No., Street, Town, State, Zip Code) SEE FORM IH 12 00
221 W JEFFERSON AVENUE
NAPERVILLE IL 60540

Policy Period: From 02/07/07 To 02/07/08 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: HUB INTERNATIONAL OF IL LTD/TALBOT
Code: 551961

Previous Policy Number: 83 SBA PL5419

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$8,902

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

Countersigned by _____
Authorized Representative Date

03527
*2100283PL54190108



BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

03546

*2100283PL54190108



BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

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

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

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



Hitchcock Design Group

Creating Better Places®

June 26, 2007

Frank Stec
Director of Parks and Building
Village of Orland Park
14650 Ravinia Avenue
Orland Park, IL 60462

RE: The Highlands – 2007 grading and restoration project

Dear Frank:

Thank you for asking the Hitchcock Design Group team to submit this design and engineering proposal to grade and restore the +/- 11-acre Highlands site and the +/- 1 acre outlot. We appreciate the opportunity to continue our work on this monumental project and are thrilled that the Village is advancing this initiative.

The planning process has been successful to date and has yielded an exciting direction for the project. The Village, although embracing the master plan for The Highlands, has agreed to delay the project in order to advance several other major community initiatives. For now, the Village is interested in grading and stabilizing the site in accordance with the long-term design vision.

The goals for this phase of work include:

- Improve the aesthetics of the park.
- Control site erosion and siltation of Lake Sedgewick and the onsite retention pond.
- Finally determine if any fill needs to be exported.
- Establish site contours that anticipate future construction phases including:
 - o minimizing topsoil depth under future pavement
 - o locating compactable cohesive materials in areas of future buildings
 - o specifying compaction and testing methods
 - o other tactics to ensure cost effectiveness of future phases of work



To do this successfully, we need to move through the following steps:

- Commission a professional land surveyor to update the topographic survey (Atwell Hicks).
- Advance the master plan to the Schematic Design level to refine site geometry. This will be necessary to build final consensus on the layout and to give structure to the grading plan.
- Design and engineer a detailed grading plan based on the refined geometry including, storm sewer infrastructure, drainage routes and a balanced earth motion.
- Design a detailed restoration plan including conventional seeding, erosion control, native landscaping and Best Management Practices.
- Update the overall cost opinion for the entire project to reflect anticipated construction schedule.
- Quantify and prepare the Phase 1 grading and restoration cost opinion.

You would like for us to commence this work over the summer and to bid the work in the fall of 2007. We will confirm the project costs during the design and engineering process, but anticipate the construction value of this work to be between \$1.2 and 1.5 million.

Please see the attached Scope of Services for our step-by-step approach.

Based on the attached Scope of Services, we propose the following fee structure:

Topographic survey:	\$17,000
Research and Analysis Phase, Design Development Phase, Construction Documentation and Permitting Phase:	\$46,000
Bidding and Negotiation Phase, Construction Phase Services:	\$14,000

Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees and will be capped at \$3,000. We can begin work at your authorization and anticipate completing documents suitable for bidding within 60 days after receiving the topographic survey.

Thanks, Frank! Please let myself or Joel Baldin know if you require additional information.

Sincerely,
Hitchcock Design Group



Bill Inman
Senior Vice President

ACCEPTANCE

Please indicate your acceptance of this proposal and attached terms and conditions by signing and returning this copy. A countersigned proposal will be returned to you. This proposal may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

ACCEPTED: _____

Signature of individual authorized to accept this agreement on behalf of client.

Robert S. Zedler, Village Manager
Printed Name and Title

ACCEPTED: _____

[Signature]
Bill Inman, Senior Vice President
Hitchcock Design Group

cc: Joel Baldin, Hitchcock Design Group
Jennifer Brestal, Hitchcock Design Group

