

#465

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2009-0508

Multi Year: ☐

Amount \$10,000.00

Contract Type:

Professional Services

Contractor's Name:

Site Design Group (Teresa Fourcher)

Contractor's AKA:

Execution Date:

1/4/2010

Termination Date:

Renewal Date:

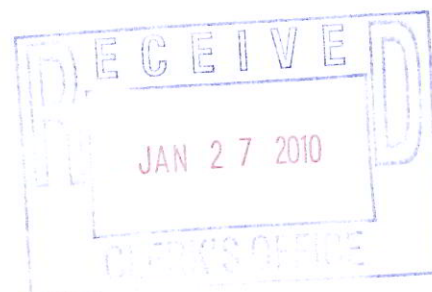
Department:

Development Services/Building

Originating Person:

Nectarios Pittos

Contract Description: Sustainability Consulting - Renewable Energy for
Government Buildings (REGB)



Monday, January 25, 2010

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

January 25, 2010

Ms. Teresa Fourcher
Site Design Group, Ltd.
888 South Michigan Avenue, #1000
Chicago, Illinois 60605-2247

RE: NOTICE TO PROCEED
Sustainability Consulting - Renewable Energy for Governmental Buildings

Dear Ms. Fourcher:

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 January 20, 2010.

Please contact Ellen Baer at 708-403-6158 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 January 5, 2010 in an amount not to exceed Ten Thousand and No/100 (\$10,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Ellen Baer

VILLAGE OF ORLAND PARK
Sustainability Consulting
Renewable Energy for Governmental Buildings (REGB)
(Contract for Professional Technical Consulting)

This Contract is made this **5th day of January, 2010** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Site Design Group, Ltd. (hereinafter referred to as the "CONSULTANT").

WITNESSETH

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

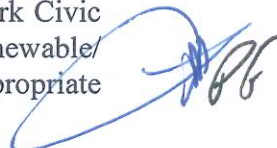
SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, 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/Statement of Work as it is responsive to the VILLAGE's requirements
All Certifications required by the Village
Certificates of Insurance

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

PURPOSE

The scope of this contract is to evaluate the Orland Park Sportsplex and the Orland Park Civic Center to identify opportunities for energy efficiency, energy conservation and renewable/alternative energy sources. It is also the purpose of this contract to identify ~~the most appropriate~~ technologies for application and products for implementation and then implement them.



GENERAL SERVICES

1. Begin Work. The CONSULTANT shall begin working as the Village's consultant upon signing a contract that includes the below general services.
2. Identify and Recommend Options. The CONSULTANT shall identify and make recommendations regarding viable energy efficiency and/or alternative energy options (e.g. products) that fit and work the best with the Sportsplex and Civic Center architecturally, operationally, aesthetically and efficiently. These options may include but not be limited to such technology as wind, solar and/or geothermal power, high performance mechanical systems, lighting strategies etc.
3. Secure Cost Estimates and Establish a Budget. The CONSULTANT shall provide budgetary cost estimates of the recommended energy efficiency and/or alternative energy options. The budgetary cost estimates shall include recommended sources of funding in addition to citing the Village's Energy Efficiency and Conservation Block Grant (EECBG) funds appropriated for Renewable Energy on Governmental Buildings (\$195,700) within a feasible budget.
4. Prepare Scopes of Work. The CONSULTANT shall prepare scopes of work to be included in Village issued Request for Proposals (RFP) for recommended projects. The RFP shall include project goals, analysis and interpretation of existing conditions and data, identify prerequisite and other tasks necessary for project completion, propose a timetable for implementation, indicate the proposed sources of funding for recommended projects, relate back to the budget, and project energy and fiscal savings based on proposed system performance.
5. Secure Vendors/ Contractors. The CONSULTANT shall identify and evaluate qualified vendors/ contractors to perform and complete project tasks and to implement recommended energy efficiency and/or alternative energy options.
6. Installation. The CONSULTANT shall be available, upon request of the Village, to work with Village staff on the installation of selected project. The CONSULTANT may provide:
 - a. Review of shop drawings or other contractor submittals;
 - b. Up to three (3) site visits:
 - i. One visit prior to installation with contractor to confirm location of installation;

- ii. One visit during installation to review coordination with design drawings;
 - iii. One visit post-installation to review completion of work in accordance to design intent;
 - c. Coordination for the project. The CONSULTANT may assist the Village in addressing coordination issues that may arise during design and installation of the project.
7. Final Evaluation. If funding is available, the CONSULTANT shall, upon completion of selected projects, assist the Village in the preparation of an evaluation regarding project implementation as well as an operations evaluation that documents earned energy efficiency, energy and fiscal savings, and rate of performance.

PROVIDING INFORMATION

The Village shall provide the CONSULTANT, upon request, with publicly available information that may be related to the implementation of this scope of work. This includes, but is not limited to, information on energy related projects, plans and budgets, reports and documents related to EECBG, existing mechanical and other system information, energy usage data and statistics, studies, audits or any other information related to energy and Village facilities. Information that is not publicly available, and that is confidential, such as energy bills etc. may be supplied subject to approval from the Village Manager's Office.

The CONSULTANT shall provide the Village at the completion of this scope of work, with any supporting documentation and information that demonstrates support for or pertains to the recommendations offered and solutions implemented. This includes, but is not limited to, product and project comparables, pricing information, energy usage statistical analyses, drawings, plans, audits or any other information related to energy and Village facilities. Information that may be proprietary but related to working in or on Village facilities, projects or EECBG funding related matters, must be made available to the Village subject to the requirements of the American Recovery and Reinvestment Act of 2009.

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

TOTAL COST: an amount not to exceed Ten Thousand and No/100 (\$10,000.00) Dollars.

Funds from the Village's Energy Efficiency and Conservation Block Grant (EECBG) shall pay for the consultant's work.

SECTION 3: ASSIGNMENT: CONSULTANT 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. This Contract shall continue indefinitely, 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.

negligent
SECTION 5: INDEMNIFICATION AND INSURANCE: The CONSULTANT 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 CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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.

reasonable
reasonable
reasonable

The CONSULTANT 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 consultant 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.

applicable
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 CONSULTANT in compliance with the CONTRACT DOCUMENTS.

applicable
SECTION 6: COMPLIANCE WITH LAWS: CONSULTANT 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: CONSULTANT hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights

relating to professional services provided hereunder

Act, 775 ILCS 5/1-101 et seq., and that the CONSULTANT 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT shall ~~obtain~~ ^{assist in obtaining} 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: COMPLIANCE WITH THE AMERICAN RECOVERY AND REINVESTMENT ACT: Funds from the Village's Energy Efficiency and Conservation Block Grant (EECBG) shall pay for the consultant's work. As such, CONSULTANT shall be required to meet American Recovery and Reinvestment Act requirements for reporting and invoicing and must keep record of time spent working (in hours) on the general services, the pay rate for each hour of work, other costs associated with the above general services, and expenditures related to this scope of work requiring reimbursement etc.

The CONSULTANT shall submit to the VILLAGE all the necessary documentation required to meet ARRA reporting and governmental transparency objectives. Documentation associated with ARRA reporting shall not be considered a billable service under the general services that are eligible under this contract.

SECTION 8: 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 CONSULTANT:

Ms. Teresa Fourcher
Site Design Group, Ltd.
888 South Michigan Avenue #1000
Chicago, Illinois 60605-2247
Telephone: 312-427-7240 x131
Facsimile: 312-427-7241
e-mail: teresa.fourcher@site-design.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 9: 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 CONSULTANT'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 CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The CONSULTANT 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 11: COMPLIANCE: CONSULTANT 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 12: 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 13: 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 14: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 15: 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: _____

Its: _____

Village Manager

Date: _____

1/21/10

FOR: THE CONSULTANT

By: _____

Print Name: _____

Its: _____

Vice-President

Date: _____

January 14, 2010

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.

✓ _____ Corporation: State of Incorporation: Illinois ; incorporated Feb 15, 2000
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.

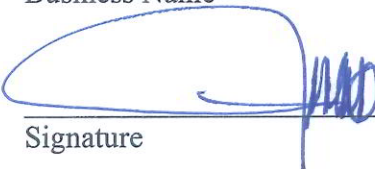
Ernest C. Wong, President 888 S. Michigan Ave, Chgo IL
Robert K. Sit, Vice President " " "

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.

Site Design Group, Ltd.
Business Name

(Corporate Seal)


Signature

Robert K. Sit
Print or type name

Vice President
Title

January 14, 2010
Date

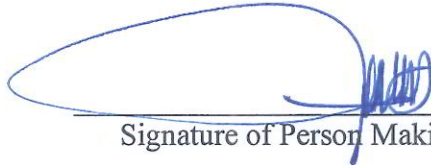
**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

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

I, Robert K. Sit, being first duly sworn certify and say
that I am Vice-President

(insert "sole owner," "partner," "president," or other proper title)

of Site Design Group, Ltd., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 18 Day
of JANUARY, 2010.

Juli Ordower

Notary Public



SEXUAL HARASSMENT POLICY

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

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Robert K. Sit, having submitted a proposal for Site Design Group Ltd.
(Name) (Name of Contractor)

for Sustainability Consulting to the Village of Orland Park, hereby
(General Description of Work Proposed on)

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

By: [Signature]
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 18 Day
of JANUARY, 2010.

[Signature]
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.

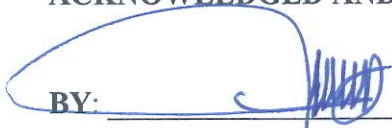
E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's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

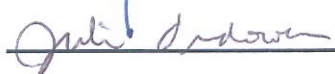
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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: 1/18/10



TAX CERTIFICATION

I, Robert K. Sit, having been first duly sworn depose
and state as follows:

I, Robert K. Sit, am the duly authorized
agent for Site Design Group, Ltd., which has
submitted a proposal to the Village of Orland Park for

Sustainability Consulting and I hereby certify
(Name of Project)

that Site Design Group, Ltd. is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

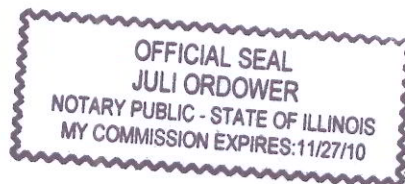
- a. it is contesting its liability for the tax or the amount of tax in accordance
with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for
payment of all taxes due and is currently in compliance with that
agreement.

By: [Signature]

Title: Vice President

Subscribed and Sworn To
Before Me This 18 Day
of JANUARY, 2010

[Signature]
Notary Public



INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

PROFESSIONAL LIABILITY

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

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. ~~The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village.~~ Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

See attached certificate

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 14th DAY OF January, 2000 2010

Signature

Robert K. Sit, Vice President
Printed Name & Title

Authorized to execute agreements for:

Site Design Group Ltd
Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
01/13/2010

PRODUCER Euclid Insurance Services, Inc 234 Spring Lake Drive Itasca, IL 60143 630 694-3700	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.	
INSURED Site Design Group, Ltd. 888 S Michigan Ave, Ste 1000 Chicago, IL 60605	INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Ins Co INSURER B: Hartford Ins Co - Midwest INSURER C: Everest National Ins Co INSURER D: INSURER E:	NAIC # 29424 37478 10120

COVERAGES

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	83SBAUQ3858	04/26/09	04/26/10	EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC					
A	AUTOMOBILE LIABILITY	83SBAUQ3858	04/26/09	04/26/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC AGG	\$
A	EXCESS/UMBRELLA LIABILITY	83SBAUQ3858	04/26/09	04/26/10	EACH OCCURRENCE	\$2,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$2,000,000
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	83WECTC9084	04/26/09	04/26/10	☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Architects & Engineers Prof. Liability	48AE002061081	11/22/09	11/22/10	\$2,000,000 each claim/ annual aggregate	

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

*Please note: The issuing insurer will endeavor to mail 10 days notice in the event of a cancellation for non-payment of premium.

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

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park
 Attn: Denise Domalewski
 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

IN de

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.

DESCRIPTIONS (Continued from Page 1)

The Village of Orland Park, and their respective officers, trustees, directors, employees are included as Additional Insureds on a primary, non contributory basis with respect to General Liability and Automobile Liability provided that the named insured has agreed to provide this coverage because of a written contract or agreement.

A Waiver of Subrogation applies to the above named additional insureds with respect to General Liability and Workers Compensation provided that the Named Insured performs work under a written contract that requires obtaining this agreement.

Professional Liability retroactive date: 1/1/1960

Professional Liability deductible: \$5,000



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Master

File Number: 2009-0508

File ID: 2009-0508	Type: MOTION	Status: PASSED
Version: 1	Reference:	Controlling Body: Board of Trustees
Department: Village Manager	Cost:	File Created Date : 10/22/2009
Agenda Entry: Sustainability Consulting - Approval		Final Action: 11/02/2009
Title: Sustainability Consulting - Approval		

Notes:

Code Sections:

Agenda Date: 11/02/2009

Indexes:

Agenda Number:

Sponsors:

Res/Ord Date:

Attachments: Sustainability Consulting Scope

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Village Manager	10/25/2009	INTRODUCED TO COMMITTEE	Parks, Recreation & Environmental Initiatives	10/26/2009		
Action Text: INTRODUCED TO COMMITTEE to the Parks, Recreation & Environmental Initiatives							
0	Parks, Recreation & Environmental Initiatives	10/26/2009	RECOMMENDED FOR APPROVAL	Board of Trustees			Pass
Action Text: A motion was made by Trustee James Dodge, seconded by Trustee Brad O'Halloran, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion CARRIED by the following vote:							
Notes: Village Manager Paul Grimes reported that the Village has received a proposal for Renewal Energy and Sustainability consulting in reference to the Village's Smart Living and ECOMAP programs from Teresa Fourcher, AIA, LEED AP. The proposal was included in the Committee's packet for review. Ms. Fourcher will work with staff to evaluate and implement new green technology innovations (focused primarily on renewable energy projects) that are appropriate for the Village. Examples of possible pilot projects could include solar or wind projects.							
Through the Village's EECBG grant, administrative costs are reimbursable with grant funds. This consulting fee will be reimbursed with EECBG monies and will not impact the general fund. The contract will be billed hourly, not to exceed \$10,000.							
Trustee O'Halloran asked for an example of what the consultant would do.							
Village Manager Grimes stated for example if the Village wanted to place a wind-turbine at the Sportsplex, this consultant would help prepare the bid specifications to the Village's needs, they would identify vendors in wind-turbine technology for the type of use that the Village would need they would							

help in location to where the best place would be to place a wind-turbine within the Village.

Aye: 3 Chairman Gira, Trustee O'Halloran, and Trustee Dodge

Nay: 0

- 1 Village Manager 10/30/2009 INTRODUCED TO Board of Trustees
BOARD

Action Text: INTRODUCED TO BOARD to the Board of Trustees

- 1 Board of Trustees 11/02/2009 APPROVED Pass

Action Text: This matter was APPROVED on the Consent Agenda.

Notes: *The Village has received a proposal for Renewal Energy and Sustainability consulting in reference to the Village's Smart Living and ECOMAP programs from Teresa Fourcher, AIA, LEED AP. The proposal is attached for your review. Ms. Fourcher will work with staff to evaluate and implement new green technology innovations (focused primarily on renewable energy projects) that are appropriate for the Village. Examples of possible pilot projects could include solar or wind projects.*

Through the Village's EECBG grant, administrative costs are reimbursable with grant funds. This consulting fee will be reimbursed with EECBG monies and will not impact the general fund. The contract will be billed hourly, not to exceed \$10,000.

Aye: 4 Trustee Murphy, Trustee O'Halloran, Trustee Gira, and Village President
McLaughlin

Nay: 0

Absent: 3 Trustee Fenton, Trustee Dodge, and Trustee Schussler

Text of Legislative File 2009-0508

Title/Name/Summary

Sustainability Consulting - Approval

History

The Village has received a proposal for Renewal Energy and Sustainability consulting in reference to the Village's Smart Living and ECOMAP programs from Teresa Fourcher, AIA, LEED AP. The proposal is attached for your review. Ms. Fourcher will work with staff to evaluate and implement new green technology innovations (focused primarily on renewable energy projects) that are appropriate for the Village. Examples of possible pilot projects could include solar or wind projects.

Through the Village's EECBG grant, administrative costs are reimbursable with grant funds. This consulting fee will be reimbursed with EECBG monies and will not impact the general fund. The contract will be billed hourly, not to exceed \$10,000.

Financial Impact

The consulting fees will be billed on an hourly basis of \$120 per hour and charged to the green account: 010-0000-499.84-99. These fees will be reimbursed to the Village through the \$25,000 administrative portion of the EECBG monies we have received.

Recommended Action/Motion

I move to approval a contract with Teresa Fourcher, in an amount not to exceed \$10,000, for Sustainability Consulting services in reference to the Village's Smart Living and ECOMAP programs.

Memo

To: Denise Domalewski, Contract Coordinator
From: Nectarios Pittos, Planner
CC: Ellen Baer, Assistant Village Manager
Date: December 29, 2009
Re: Renewable Energy for Governmental Buildings Project: Scope of Work for Teresa Fourcher, Village Consultant

Below is the final version of the proposed scope of work for Ms. Teresa Fourcher.

RENEWABLE ENERGY FOR GOVERNMENTAL BUILDINGS PROJECT

PURPOSE

The scope of this contract is to evaluate the Orland Park Sportsplex and the Orland Park Civic Center to identify opportunities for energy efficiency, energy conservation and renewable/ alternative energy sources. It is also the purpose of this contract to identify the most appropriate technologies for application and products for implementation and then implement them.

GENERAL SERVICES

1. Begin Work. The consultant shall begin working as the Village's consultant upon signing a contract that includes the below general services.
2. Identify and Recommend Options. The consultant shall identify and make recommendations regarding viable energy efficiency and/or alternative energy options (e.g. products) that fit and work the best with the Sportsplex and Civic Center architecturally, operationally, aesthetically and efficiently. These options may include but not be limited to such technology as wind, solar and/or geothermal power, high performance mechanical systems, lighting strategies etc.
3. Secure Cost Estimates and Establish a Budget. The consultant shall provide budgetary cost estimates of the recommended energy efficiency and/or alternative energy options. The budgetary cost estimates shall include recommended sources of funding in addition to citing the Village's Energy Efficiency and Conservation Block Grant (EECBG) funds appropriated for Renewable Energy on Governmental Buildings (\$195,700) within a feasible budget.
4. Prepare Scopes of Work. The consultant shall prepare scopes of work to be included in Village issued Request for Proposals (RFP) for recommended projects. The RFP shall include project goals, analysis and interpretation of existing conditions and data, identify prerequisite and other tasks necessary for project completion, propose a timetable for implementation, indicate the proposed sources of funding for recommended projects, relate back to the budget, and project energy and fiscal savings based on proposed system performance.
5. Secure Vendors/ Contractors. The consultant shall identify and evaluate qualified vendors/ contractors to perform and complete project tasks and to implement recommended energy efficiency and/or alternative energy options.

6. Installation. The consultant shall be available, upon request of the Village, to work with Village staff on the installation of selected project. The consultant may provide:
 - a. Review of shop drawings or other contractor submittals;
 - b. Up to three (3) site visits:
 - i. One visit prior to installation with contractor to confirm location of installation;
 - ii. One visit during installation to review coordination with design drawings;
 - iii. One visit post-installation to review completion of work in accordance to design intent;
 - c. Coordination for the project. The consultant may assist the Village in addressing coordination issues that may arise during design and installation of the project.
7. Final Evaluation. If funding is available, the consultant shall, upon completion of selected projects, assist the Village in the preparation of an evaluation regarding project implementation as well as an operations evaluation that documents earned energy efficiency, energy and fiscal savings, and rate of performance.

CONSULTANT FINANCING AND ARRA REQUIREMENTS

The consultant's general services shall be limited to a maximum pay or reimbursement not to exceed \$10,000. Funds from the Village's Energy Efficiency and Conservation Block Grant (EECBG) shall pay for the consultant's work. As such, the consultant shall be required to meet American Recovery and Reinvestment Act requirements for reporting and invoicing and must keep record of time spent working (in hours) on the general services, the pay rate for each hour of work, other costs associated with the above general services, and expenditures related to this scope of work requiring reimbursement etc.

The consultant shall submit to the Village all the necessary documentation required to meet ARRA reporting and governmental transparency objectives. Documentation associated with ARRA reporting shall not be considered a billable service under the general services that are eligible for the \$10,000 of the consultant's pay.

PROVIDING INFORMATION

The Village shall provide the consultant, upon request, with publicly available information that may be related to the implementation of this scope of work. This includes, but is not limited to, information on energy related projects, plans and budgets, reports and documents related to EECBG, existing mechanical and other system information, energy usage data and statistics, studies, audits or any other information related to energy and Village facilities. Information that is not publicly available, and that is confidential, such as energy bills etc. may be supplied subject to approval from the Village Manager's Office.

The consultant shall provide the Village at the completion of this scope of work, with any supporting documentation and information that demonstrates support for or pertains to the recommendations offered and solutions implemented. This includes, but is not limited to, product and project comparables, pricing information, energy usage statistical analyses, drawings, plans, audits or any other information related to energy and Village facilities. Information that may be proprietary but related to working in or on Village facilities, projects or EECBG funding related matters, must be made available to the Village subject to the requirements of the American Recovery and Reinvestment Act of 2009.

Teresa Fourcher, AIA, LEED AP
2423 W Eastwood
Chicago, IL 60625
773-909-0274

September 29, 2009

Paul Grimes, Village Manager
Ellen Baer, Assistant Village Manager
Chris Krygowski
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Re: Proposal to the Village of Orland Park for Sustainability Consulting

Dear Paul, Ellen, and Chris:

I have had the opportunity to review the Village's Smart Living and ECOMAP programs. The Village has put together an impressive vision for a sustainable future. Through a variety of Pilot Projects I believe the Village can move from idea to action, demonstrating its commitment to sustainability and the viability of the initiatives identified in the ECOMAP.

I am pleased to present to you the following outline approach for guiding the Village through realization of the goals set forward in the SmartVillage plan and welcome an opportunity to help further this bold vision. Please take time to review the following proposal. I look forward to speaking with you soon.

Potential "next steps" for implementation of Green Pilot Projects:

Approach:

1. Prioritize key projects that have previously been identified by the Village based on:
 - a. Ease of implementation
 - b. Availability of funding
 - c. Alignment with Smart Living and ECOMAP goals
 - d. Visibility
 - e. Bang-for-the-buck
 - f. Time line
2. Consider additional projects that may:
 - a. Expand the breadth of "sustainability" initiatives
 - b. Identify test projects for Smart Code programs

3. Establish implementation plan
 - a. Evaluate potential sites for appropriateness of proposed technology and alignment with Village goals
 - b. Evaluate need for feasibility studies
 - c. Identify key consultants
 - d. Identify potential vendors
 - e. Establish key metrics
4. Request for Proposals (RFP)
 - a. Establish evaluation criteria
 - b. Work with members of Village staff to execute RFP
 - c. Evaluate proposals based on established criteria and Village goals.

Deliverables:

As a general consultant, I will work closely with officials and key members of the administration to guide the Village through sustainability initiatives from concept to implementation.

Task 1: Overall Approach

1. Review existing programs and funding sources
2. Meet with Village staff to review sustainability goals and confirm study objectives
3. Establish priority project list
4. Identify preliminary implementation strategies for priority projects
5. Analyze programs targeted to the business community to identify key audiences.

Task 2: Implementation Strategies per Initiative

1. Prepare detailed implementation plan for specific green initiative
2. Present relevant case studies
3. Review inventory of municipal owned facilities to identify best opportunities for paring facility with appropriate green technology.
4. Identify and coordinate with key specialty consultants
5. Prepare preliminary feasibility assessment

Task 3: Project Management

As appropriate per project:

1. Assist in execution of implementation plan
2. Coordinate with specialty consultants
3. Assist in preparation of RFPs to solicit consultants and vendors as needed
4. Review proposals by potential consultants and vendors
5. Direct detailed feasibility studies
6. Coordinate with key members of administration including but not limited to the Village Manager, Parks and Facilities Director, and Village Planners.

Fee:

Services would be billed to the Village on an hourly basis at the rate of \$120 an hour. Expenses would be reimbursable.

It is estimated that execution of Task 1 would take 35 hours, with an estimated budget of \$4,200. Fees for Task 2 and Task 3 would be determined per initiative prior to the initiation of each study. The estimated number of hours per task will depend largely on the complexity of the individual initiative being addressed.

Thank you for the opportunity to prepare this proposal for your review. I look forward to discussing this further with you.

Regards,
Teresa

Teresa Fourcher, AIA, LEED AP
2423 W Eastwood
Chicago, IL 60625
773-909-0274

sustainability.one@hotmail.com