

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2012-0262

Innoprise Contract #:

Year: 2012

Amount: 4800

Department: Parks

Contract Type: Professional Engineering

Contractors Name: Architectural Resource Corp (ARC)

Contract Description: Sunny Pine Park Re-Design

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



VILLAGE HALL

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

June 12, 2012

Mr. Massimo Bianchini
Architectural Resource Corporation
10075 W. Lincoln Highway
Frankfort, Illinois 60423

RE: NOTICE TO PROCEED
Sunny Pine Park Re-Design

Dear Mr. Bianchini:

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 June 5, 2012.

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

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated May 22, 2012 in an amount not to exceed Four Thousand Eight Hundred and No/100 (\$4,800.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
cc: Frank Stec

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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May 22, 2012

Mr. Massimo Bianchini
Architectural Resource Corporation
10075 W. Lincoln Highway
Frankfort, Illinois 60423

NOTICE OF AWARD – Sunny Pine Park Re-Design

Dear Mr. Bianchini:

This notification is to inform you that the Village of Orland Park has approved awarding Architectural Resource Corporation the contract in accordance with the proposal you submitted dated February 23, 2012, the re-design of Sunny Pine Park for an amount not to Four Thousand Eight Hundred and No/100 (\$4,800.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by June 6, 2012.

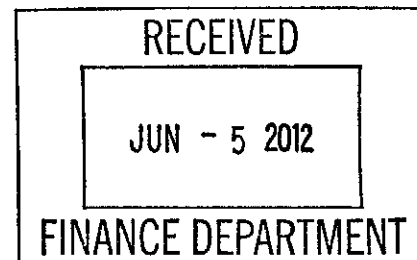
1. Enclosed is the Contract for Centennial Park Re-Design. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Submit a Certificate of Insurance from your insurance company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

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

Sincerely,
Denise Domalewski
Contract Administrator

cc: Frank Stec

**VILLAGE OF ORLAND PARK
SUNNY PINE PARK RE-DESIGN**
(Contract for Professional Engineering Services)



This Contract is made this 22nd day of May, 2012 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Architectural Resource Corporation (ARC) (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- The Request for Proposals dated February 14, 2012
- The Instructions to Proposers
- This Contract
- Professional Engineering Services General Terms and Conditions
- The Proposal dated February 23, 2012, as it is responsive to the VILLAGE'S RFP requirements
- All Certifications required by the Village
- Certificates of insurance

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

Provide professional engineering services for the re-design of Sunny Pine Park for replacement of playground equipment. Play unit must be 100% ADA accessible in the existing area. Concrete curbing exists; therefore new equipment must fit within the boundaries. Scope of work is only for the re-design of the park. Bid phase and construction oversight are not included. See proposal for complete scope of work as requested by the Village of Orland Park

AMS.

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

TOTAL COST: an amount not to exceed Four Thousand Eight Hundred and No/100 (\$4,800.00) Dollars

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of execution. The WORK shall commence upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by July 31, 2012. 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 harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

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

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

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

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

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

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Massimo "Max" Bianchini, President
Architectural Resource Corporation
10075 W. Lincoln Highway
Frankfort, Illinois 60423
Telephone: 708-349-1225
Facsimile: 708-349-1505
e-mail: mbianchini@arcarchitect.com

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

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

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

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

SECTION 14: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

By: _____

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 6/8/12

FOR: THE CONTRACTOR

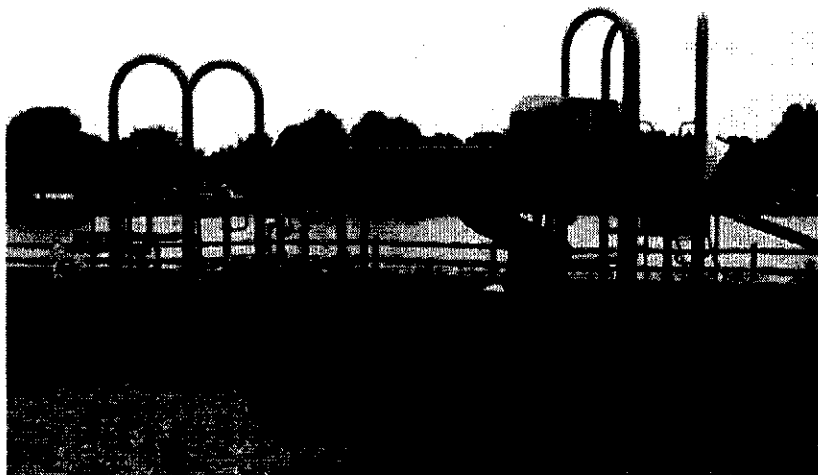
By: _____

Print Name: MASSIMO BIANCHI

Its: PRESIDENT

Date: 6-2-12

**Sunny Pine Park
13701 88th Avenue**



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARCHITECTURAL RESOURCE CORPORATION (ARC)

By:  6-2-12
Officer Date

Print Name: MASSIMO BIANCHINI

VILLAGE OF ORLAND PARK

By:  6/8/12
Officer Date

Paul G. Grimes
Print Name: Village Manager

SCOPE OF SERVICES – (SAMPLE) PROFESSIONAL SERVICES AGREEMENT

The Scope of Services for The Village of Orland Park design and engineering of The Kevin Hertz Playground at Centennial Park, Sunny Pine Park and Colette Highland Park is anticipated to be, but not limited to, the following:

Preface

The professional services that are to be provided by Architectural Resource Corporation in conjunction with Schoppe Design Associates, Inc. (The Team), are intended to result in a complete project and menu of services from Concept to Completion. It is anticipated that we will provide services for all three park projects generally on the same time line in order to allow us to work in a more efficient and cost effective manner. If Civil Engineering services are needed to address tie ins into your existing storm water management system and retention basin, these services will be provided at no additional cost. The Team assumes that the Village has or will provide accurate Survey and Topographic Data for each of the Park Sites in AutoCAD format for use as backgrounds in the development of its Work Product.

PART ONE – PROJECT DESCRIPTION

NAME: 1. Centennial Park (Kevin Hertz Playground)
2. Sunny Pine Park
3. Colette Highland Park

SCOPE: Programming, research, conceptual design, budgets, estimates, public meetings, construction documents and construction phase services for site and landscape improvements associated with the remodeling and upgrade of two park sites and the new development of one 3.7 acre park site in the Village of Orland Park

BUDGET:	1.	Centennial Park:	\$220,000.00
	2.	Sunny Pine Park:	\$175,000.00
	3.	Colette Highland Park:	\$215,000.00

CLIENT REPRESENTATIVE: Frank Stec, Director of Parks and Building Maintenance

ARC PROJECT PRINCIPAL: Massimo Bianchini AIA, NCARB, President

SDA PROJECT PRINCIPAL: Mike Schoppe, President

TEAM MEMBERS: Jeremy Meek, Project Manager, SDA
Syed Moquit, Principal/Architect, ARC
Jim Clumpner, Principal/Manager, ARC
Manuel Govea, Project Architect, ARC

The Professional Services Agreement shall be between Architectural Resource Corporation (ARC), 10075 Lincoln Highway, Frankfort, IL 60423 and The Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462.

PART TWO – PROJECT TASKS, SCOPE OF SERVICES

Project Tasks and Milestones

The following services will be attached to our Basic Services Agreement as the scope and intent of our services related to these projects.

Program Phase

The Team will conduct a kick-off meeting with you and other members of Village Staff to:

1. Identify and Enumerate Project Goals and Objectives
2. Identify required Data and how to best collect Data and review same
3. Develop a Project Schedule for Each Park, along with major milestones
4. Identify all Team Members, Village Staff and Stakeholders in the process
5. Develop the Design Parameters and Building Program
6. Develop the Budget Parameters and Identify all Anticipated Project Costs
7. Identify and Memorialize any other Administrative Matters

Research and Analysis Phase

Utilizing the information gathered during the Program Phase, The Team will:

1. Visit and photograph each park site and surrounding areas to become acquainted with:
 - a. Apparent physical conditions
 - b. Pedestrian and vehicular circulation patterns
 - c. Existing conditions and views
 - d. Existing drainage patterns
 - e. Existing vegetation, landscaping and surfaces
2. Coordinate with the Surveyor to have an AutoCAD base plan created for each park site which includes identifying the following within the footprint of the site and a reasonable distance beyond:
 - a. Curb and related improvements
 - b. Bike paths
 - c. Trees
 - d. General ground features
 - e. Contours at one foot contour intervals
 - f. Rim and invert elevations of storm sewer structures in and adjacent to property
 - g. Existing easements, if any

The Surveyor will contract directly with the Village of Orland Park.

3. In the event that soil data is unavailable or inadequate for the scope of this project, coordinate with soils engineer to determine location and quantity of soil borings needed. Soils engineer will contract directly with the Village of Orland Park.

Conceptual Design Phase

Utilizing the information gathered during the previous Phases, The Team will:

1. Prepare one schematic design illustrating the scale, type and organization of the proposed site and landscape improvements. The design will incorporate a theme identified during the Program Phase. Items to be addressed in the Preliminary Plans include:
 - a. Playground, including Play Structure and soft surface boundaries
 - b. Bench locations
 - c. Trash Receptacle locations
 - d. Walkways
 - e. Hard surfaces, if any

- f. Planting Areas
 - g. Covered shelters, if any
 - h. Signs and sign locations
 - i. Other amenities
2. Prepare a preliminary estimate of probable project cost utilizing historic data, based on proposed improvements, including appropriate design and construction contingencies.
 3. Review the schematic design and cost information with Village staff.
 4. Refine the preliminary plans and estimate of probable project cost based on Village staff input.
 5. Submit the revised preliminary plans and estimate to Village staff for approval.
 6. **Prepare for and attend public input meetings** for each park site. The timing of the public meetings is up to the Village. Depending on Village preference, we can schedule the public meetings before or after item 7 below. Three meetings required (one per park site). We will prepare display boards for each park site to review with meeting participants.
 7. Provide Village assistance in preparation of RFP from playground manufacturers for playground equipment design. The Team will provide overall park design and playground location. The Village of Orland Park will solicit proposals from playground manufacturers as initially identified and recommended by The Team. The Team will utilize the selected manufacturer, and its layout, to complete its services. Depending on the Village preference, the public input meeting can be before or after the selection of the manufacturer has been made for the equipment at each playground. This depends on the preference of each community.

Construction Documents Phase

Following the Village approval of the Conceptual Design Phase services, The Team will:

1. Incorporate Village staff, Village Board and Community comments into the design and finalize the design, layout, materials, size, horizontal control and vertical control for those items which have been authorized to proceed to construction.
2. Document the finalized design on AutoCAD base sheets.
3. Prepare an updated estimate of probable project cost for each park site.
4. Prepare Bid Proposal Forms.
5. Review the drawings and general specifications with Village staff (one meeting included).
6. Incorporate any additional comments and changes into the project.
7. Prepare the final working drawings and specifications for each park site and deliver two hard copies of the plans and specifications to the Village, along with pdf file copies of the documents for distribution to prospective bidders on the projects.

Construction Administration Phase

As a separately quoted service (see Proposal Summary Sheet), we have quoted Bid Phase and Construction Administration Phase Services and The Team will:

1. During Bid Phase, answer incidental questions from prospective bidders and playground manufacturers regarding the bid documents.
2. Review the apparent low bids and make recommendations to the Village regarding our opinion of the responsible low bidders.
3. Prepare draft Technical Specifications
4. Conduct a pre-construction meeting with the approved contractor(s).
5. Observe the Work as directed by the Village to become generally familiar with the progress and quality of the Work and determine if the Work is generally in conformance with the contract documents. We anticipate 5 site visits to the project sites coordinated so that all three sites are visited on the same day.
6. Keep the Village informed about the progress and quality of the Work by communicating The Team's observations in writing to the Village and the Contractor(s).
7. Issue recommendations regarding the general conformance of shop drawings, product data and material samples submitted by the contractor(s), with respect to the design intent expressed in the Contract Documents.

8. Review Contractor Pay Applications as directed by the Village. Our review is for general conformance and not for detailed analysis.
9. Review the Contractor(s) request of acceptance for substantial completion, including preparation of Punch List. This will be coordinated with one of the five provided site visits.
10. Attend a walk through of the completed work prior to the end of the one year warranty period and provide a punch list. The Village will schedule the time and date of the walk through.

Additional Services

The Team may provide normal and customary additional services upon written authorization by the Village. Examples of additional services include, but are not limited to, the following:

1. Revisions to previously completed and approved phases of services.
2. Meetings with Village or presentations to other parties not specified or reasonably inferred within the Scope of Basic Services.
3. Presentations or Marketing materials and renderings of the plans.
4. Detailed cost analysis, estimates or construction cost opinions utilizing data or formats that are different than our standard methodologies.
5. Detailed written summaries of our work or our recommendations.
6. Services required due to the discovery of concealed or unforeseeable conditions, actions or other circumstances beyond our control.
7. Modifications or revisions beyond those specified in the Basic Services necessitated by others.

Regardless of the foregoing, if circumstances arise during our performance of Basic Services, which we believe requires additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services and perform only such additional services that you deem appropriate and only following your written authorization.

PART THREE – COMPENSATION AND PAYMENT

Basic Services

Basic Services shall be provided in accordance with the attached PROPOSAL SUMMARY SHEET.

Additional Services

In the event that additional services are required or desired, the Village agrees to compensate us for additional services at our standard rates as outlined below.

Expenses

In addition to the fees for Basic Services, we will be compensated for the following customary out of pocket expense:

Outside Printing and Courier Services.....	Cost plus 10%
In House Plotting Services.....	\$0.50/sq. ft.
Travel (other than related to Basic Services).....	\$0.60/mile

Standard Hourly Rates (effective through December 31, 2012)

Project Principals	\$160.00 per hour
Project Management.....	\$125.00 per hour
Project Design.....	\$100.00 per hour
Drafting.....	\$85.00 per hour
Administrative Support.....	\$65.00 per hour

Payment

Each month, we will provide invoices that describe the invoice period, services rendered, fees and expenses due. Invoices for hourly fees will describe the tasks, hours, and hourly rate for the service completed. Payments will be due 30 days from date of invoice. We reserve the right to assess interest at 1% per month, costs of collection, including legal fees, and to suspend services if you have unpaid invoices over 60 days old.

PART FOUR – ADDITIONAL CONDITIONS

Credit

You agree to give us proper credit for our professional services in your official communications, published articles and temporary project identification signage

Client Responsibilities

The Village of Orland Park will provide the following information to ARC before we proceed with the Conceptual/Preliminary Design Phase services:

1. AutoCAD format Survey information for each park site, including topography as may be necessary to produce completed construction documents.
2. Boilerplate specifications and any specific bidding requirements that are normal and customary for projects that are bid to the Village of Orland Park.

Construction Phase Limitations

ARC will not supervise, direct, or control the Contractor(s) Work. We have no authority or responsibility for the means, methods, techniques, or sequencing of construction, or for the safety or welfare of the Contractor's forces. Accordingly, we do not guarantee the performance of the contractors or that the work has been completed exactly to the standards, details and specifications stipulated in the construction documents.

Certification or other opinions of the contractor(s) Work will be based on our periodic observations for general design conformance and the data supplied to us by the contractor, again reviewed for general design conformance. The Village acknowledges that we will not make continuous or exhaustive observations of the Work and that our recommendations for preliminary acceptance of partially or substantially completed work is for general design conformance only, and we do not warrant our final acceptance of the work given the limited nature of our observation of the progress of the Work.

Cost and Quantity Opinion

We estimate certain quantities and costs for your convenience. The Contractor(s) is (are) responsible for determining actual quantities and providing sufficient labor, services, equipment, and materials to complete the work as drawn and specified or reasonably inferred as required to complete the project in a professional and workmanlike manner.

PART FIVE – ACCEPTANCE

Please indicate your acceptance of this Agreement by signing and returning both originals to us. A countersigned Agreement will be returned to you.

This proposal may be modified or withdrawn unless executed within 90 days.

Accepted by: _____ Date: _____
Frank Stec, Director of Parks and Building Maintenance
Or Authorized Representative for The Village of Orland Park

Accepted by: _____ Date: _____
Massimo Bianchini AIA, NCARB, President/ARC

PROPOSAL SUMMARY SHEET

Park Design and Engineering

Project Name

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

Organization Name: Architectural Resource Corporation

Street Address: 10075 W. Lincoln Highway

City, State, Zip: Frankfort, Illinois 60423

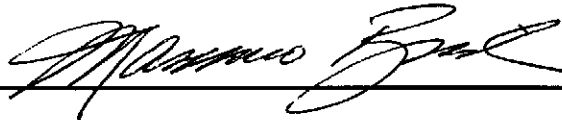
Contact Name: Massimo "Max" Bianchini

Phone: (708) 349 - 1225 Fax: (708) 349 - 1505

E-Mail address: mbianchini@arcarchitect.com

FEIN#: 36 - 3486343

<u>Description</u>	<u>Cost</u>	<u>Bid Phase & Construction Administration</u>
Centennial Park	\$ <u>6,000 (2.75% of budget)</u>	\$ 2,500
Sunny Pine Park	\$ <u>4,800 (2.75% of budget)</u>	\$ 2,100
Colette Highlands Park	\$ <u>12,500 (5.8% of budget)</u>	\$ 4,000

Signature of Authorized Signee: 

Title: President

Date: February 23, 2012

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

BUSINESS ORGANIZATION:

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

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

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

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

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

Architectural Resource Corporation

(Corporate Seal)

Business Name


Signature

Massimo Bianchini

Print or type name

President

February 23, 2012

Title

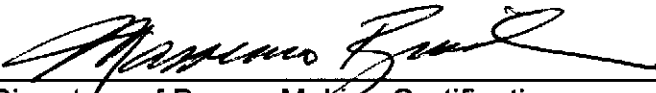
Date

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

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

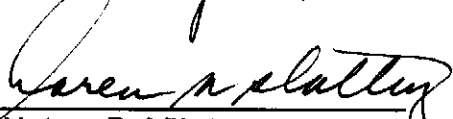
I, Massimo Bianchini, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Architectural Resource Corporation, 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.

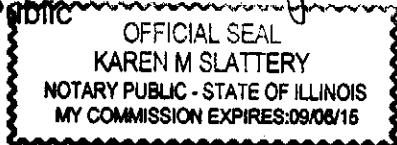


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 23 Day
of February, 2012.



Notary Public



SEXUAL HARASSMENT POLICY

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

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

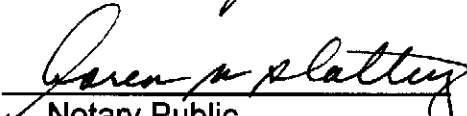
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

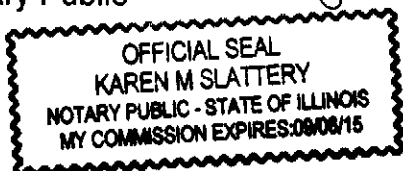
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

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

By: 
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 23 Day
of February, 2012


Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

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

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

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

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

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

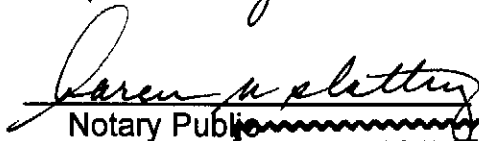
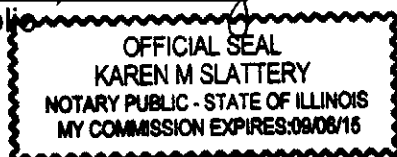
ACKNOWLEDGED AND AGREED TO:

BY: Massimo Bianchini



DATE: February 23, 2012

Subscribed and Sworn To
Before Me This 23 Day
of February, 2012.


Notary Public

TAX CERTIFICATION

I, Massimo Bianchini, having been first duly sworn depose and state as follows:

I, Massimo Bianchini, am the duly authorized agent for Architectural Resource Corporation, which has submitted a proposal to the Village of Orland Park for Park Design and Engineering and I hereby certify
(Name of Project)

that Architectural Resource Corporation is not

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

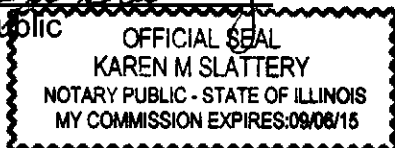
- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Massimo Bianchini

Title: President

Subscribed and Sworn To
Before Me This 23rd Day
of February, 2012

Karen M. Slattery
Notary Public



REFERENCES

(Please Print or Type)

ORGANIZATION Frankfort Park District
ADDRESS 140 Oak Street
CITY, STATE, ZIP Frankfort, Illinois 60423
PHONE NUMBER 815.469.9400
CONTACT PERSON Tom Barz, President of the Board
DATE OF PROJECT October 2010

ORGANIZATION United City of Yorkville
ADDRESS 600 Tower Road
CITY, STATE, ZIP Yorkville, Illinois 60560
PHONE NUMBER 630.553.4358
CONTACT PERSON Mr. Scott Sleezer, Superintendent of Parks
DATE OF PROJECT July 2008

ORGANIZATION Batavia Park District
ADDRESS 537 W. Wilson Street
CITY, STATE, ZIP Batavia, Illinois 60510
PHONE NUMBER 630.897.5235
CONTACT PERSON Mr. Jim Eby, Director of Planning & Development
DATE OF PROJECT October 2011

Proposer's Name & Title: Massimo Bianchini, President
Signature and Date:  February 27, 2012

INSURANCE REQUIREMENTS

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

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

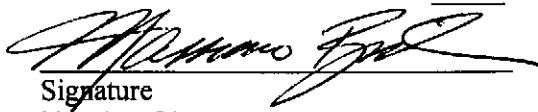
PROFESSIONAL LIABILITY

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

Any insurance policies providing the coverage 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. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverage 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 23rd DAY OF February, 2012



Signature

Massimo Bianchini, President

Printed Name & Title

Authorized to execute agreements for:
Architectural Resource Corporation

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2012

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

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

PRODUCER MARKET FINANCIAL GROUP, LTD 240 Commerce Drive Crystal Lake IL 60014	CONTACT NAME: Cheryl Kindernay PHONE (A/C No. Ext): (815) 459-3300 FAX (A/C No.): (815) 459-3360 E-MAIL ADDRESS: ckindernay@marketfinancialgrp.com
INSURED ARCHITECTURAL RESOURCE CORP. 10075 LINCOLN HIGHWAY FRANKFORT IL 60423	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Property Casualty 25674 INSURER B: The Travelers Indemnity Company 25658 INSURER C: Travelers Indemnity Co America 25666 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1252213695

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			I6804351L594	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			I6804351L594	6/1/2012	6/1/2013	PRODUCTS - COM/OP AGG \$ 2,000,000
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
B	UMBRELLA LIAB			CUP6926Y78A	6/1/2012	6/1/2013	PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	☐ OCCUR					
	☐ CLAIMS-MADE						EACH OCCURRENCE \$ 5,000,000
	DED RETENTION \$						AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IHUB4346L615	6/1/2012	6/1/2013	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				WC STATUTORY LIMITS OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insured: The Village of Orland Park and their respective officers, trustees, directors, employees and agents on a pri The General Liability policy via endorsement will provide Additional Insured status as required by written agreement or contract with the Named Insured and/or Additional Named Insured(s) noted above; but only for the coverage and limits provided by the policy and applicable Additional Insured endorsements. The following entity(s) are named as additional insured(s) on a primary and non-contributory basis: Waiver of Subrogation applies in favor of the additional insureds in regards to General Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

The Village of Orland Park	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kenneth Riemen/CKIND