## Clerk's Contract and Agreement Cover Page

Year:

2009

Legistar File ID#: 2008-0741

Multi Year:

Amount

\$5,700.00

**Contract Type:** 

**Professional Services** 

Contractor's Name:

Louis F. Crawford & Associates, Inc.

Contractor's AKA:

**Execution Date:** 

12/4/2008

**Termination Date:** 

2/28/2009

Renewal Date:

Department:

Development Services/Planning

**Originating Person:** 

Bob Sullivan

Contract Description: Mill Creek Greenway Appraisals



MAYOR Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



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

January 7, 2009

Mr. Louis F. Crawford Louis F. Crawford & Associates, Inc. P.O. Box 99 Crete, Illinois 60417

RE: NOTICE TO PROCEED

Mill Creek Greenway Appraisals

Dear Mr. Crawford:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project.

Please contact Bob Sullivan at 708-403-6123 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 December 4, 2008 in an amount not to exceed Five Thousand Seven Hundred and No/100 (\$5,700.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski Contract Administrator

cc:

Bob Sullivan Judy Konow MAYOR
Daniel J. McLaughlin

VILLAGE CLERK David P. Maher

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



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

VILLAGE HALL

December 4, 2008

Mr. Louis Crawford Louis F. Crawford & Associates, Inc. P.O. Box 99 Crete, Illinois 60417

### NOTICE OF AWARD - Mill Creek Greenway Appraisals

Dear Mr. Crawford:

This notification is to inform you that on December 1, 2008, the Village of Orland Park Board of Trustees approved awarding Louis F. Crawford & Associates, Inc. the contract in accordance with the proposal you submitted dated October 22, 2008, for three (3) complete appraisals in Summary Appraisal format for an amount not to exceed Five Thousand Seven Hundred and No/100 (\$5,700.00) 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 December 18, 2008.

- 1. Enclosed is the Contract for Mill Creek Greenway Appraisals. 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. Also enclosed are the Certifications and Insurance Requirements. Please complete the Certifications and return them directly to me.
- 3. <u>Submit a Certificate of Insurance</u> from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum <u>and endorsements</u> 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, Certifications, 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 <a href="mailto:ddomalewski@orland-park.il.us">ddomalewski@orland-park.il.us</a>.

Sincerely,

Denise Domalewski

Contract Administrator

cc: Bob Sullivan

# VILLAGE OF ORLAND PARK (Contract for Services)

This Contract is made this **4th day of December**, **2008** by and between the <u>Village of Orland</u>

<u>Park</u> (hereinafter referred to as the "VILLAGE") and <u>Louis F. Crawford and Associates</u>, <u>Inc.</u>

(hereinafter referred to as the "CONTRACTOR").

#### WITNESSETH

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

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

This Contract

The Terms and Conditions

The Proposal submitted by Contractor on October 22, 2008, to the extent it does not conflict with this contract.

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 three (3) complete appraisals in Summary Appraisal format for Mill Creek Greenway

Parcel 1 - PIN 27-3-100-005 & 032

Parcel 2 – PIN 27-3-101-031 thru and including 038

Parcel 3 - PIN 27-3-300-002 & 004

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described services: Five Thousand Seven Hundred and No/100 (\$5,700.00) 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 its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion or a maximum of 45 days from that date. This Contract shall terminate upon completion of the WORK 45 days from commencement of the WORK, whichever occurs first, 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:

To the CONTRACTOR:

Denise Domalewski

Louis F. Crawford, MAI

Contract Administrator

President

Village of Orland Park

Louis F. Crawford and Associates, Inc.

14700 South Ravinia Avenue

P.O. Box 99

Orland Park, Illinois 60462

Crete, Illinois 60417

Telephone: 708-403-6173

Telephone: 708-755-2060 Facsimile: 708-755-2067

Facsimile: 708-403-9212

e-mail: ddomalewski@orland-park.il.us

e-mail: louiscrawford@aol.com

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

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

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

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

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

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

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

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

FOR: THE VILLAGE	FOR: THE CONTRACTOR
Ву:	By: Vaca Conford
Print Name: PAR G. GRIMES	Print Name: hwy 15 F. CRAWFORD
Its: Village Manager	Its: PResident
Date: 1/5/19	Date: 12/18/08



LOUIS F. CRAWFORD, MAI

JEFFREY L. CRAWFORD

SCOTT L. CRAWFORD

## LOUIS F. CRAWFORD and ASSOCIATES, INC.

Phone: 708-755.2060 Fax: 708-755.2067

P.O. Box 99 Crete, Illinois 60417

Real Estate Appraisers and Consultants

October 22, 2008.

Robert E. Sullivan, Planning Director Village of Orland Park 14700 South Ravinia Drive Orland Park, Illinois 60462

Dear Mr. Sullivan:

Thank you for considering my firm to provide you with the appraisal report described in your e-mail of October 17, 2008 as the parcels located along the north/west side of Southwest Highway, from about 13700 South to 13900 South.

Per our telephone conversation of October 21, 2008 the total appraisal assignment is generally described as follows:

1) three (3) complete appraisals in Summary Appraisal format.

the identified subject parcels are described as:

Parcel 1 - identified as PIN 27-3-100-005 & 032

Parcel 2 - identified as PIN 27-3-101-031 thru and including Parcel 037

Parcel 3 - identified as PIN 27-3-300-002 & 004

Based on the results of our most recent telephone conversation we proposed to undertake this appraisal assignment as follows:

preparation of three (3) Summary Narrative Appraisal Reports –
each complying with reporting requirements set forth under Standard's
Rule 2-2 (b) of the Uniforms Standards of Professional Appraisal Practice
for Summary Appraisal Reports

delivery is to be within a minimum of 30-days and a maximum of 45-days

of receipt of your written authorization to proceed

3) each report will be prepared with the understanding that the Village of Orland Park will not supply nor will the reports be required to contain the results of any archeological surveys or any other form of environmental study or report October 22, 2008 Robert E. Sullivan, Planning Director Village of Orland Park

this assignment will be undertaken with the understanding that there will be no requirement of notification to the individual property owners concerning the engagement of this assignment.

5) the assignment will be undertaken with the clear understanding that the report forms themselves are not intended to conform with the Appraisal Requirements and Instructions for land acquired with Illinois Department of Natural Resources (IDNR) grant assistance.

In consideration of the estimated time requirements for completion of this outlined appraisal assignment, we have estimated a fee pertaining to the 3 Summary format appraisals described of \$5,700. Payment is requested to be paid in full within 30-days of delivery of said reports.

We hereby propose an alternative fee structure if it is determined prior to completion of the above described Summary Reports that the Appraisal Requirements and Instructions for lands acquired with Illinois Dept. of Natural Resources (IDNR) grant assistance becomes necessary. This alternative reporting format would require a total fee of \$7,200, payable upon the same terms and conditions as previously stated.

I trust that this brief engagement proposal will be of assistance in your selection process for a real estate appraisal firm to prepare the services that you require. Thank you once again and we look forward of being of service to you in this specific or any other real estate appraisal or consulting matter that you might require.

Respectfully submitted,

Louis F. Crawford, MAd. SRA

LOUIS F. CRAWFORD & ASSOCIATES, INC.

## **BUSINESS ORGANIZATION:**

Sole Proprietor: An individual whose sig	nature is affixed to this proposal.			
Partnership: Attach sheet and state full and/or partners. Provide percent of ownership and	names, titles and address of all responsible principals a copy of partnership agreement.			
Corporation: State of Incorporation: Provide a disclosure of all officers and principals and indicate if the corporation is authorized to do be	by name and business address, date of incorporation			
In submitting this proposal, it is understood that t any or all proposals, to accept an alternate proposal	he Village of Orland Park reserves the right to reject l, 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.				
Louis F. Crawford and As Business Name	sociates, Inc. (Corporate Seal)			
Signature Signature	Louis F. Crawford Print or type name			
President Title	12/18/08 Date			

## LOUIS F. CRAWFORD AND ASSOCIATES, INC. 145 Lake Hill Drive Steger, Illinois 60475

## Officers/Principals

Louis F. Crawford 145 Lake Hill Drive Steger, Illinois 60475 President, Treasurer, Owner

Jeffrey L. Crawford 145 Lake Hill Drive Steger, Illinois 60475 Secretary

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

IMPORTANT: THIS CERTIFICATION MUST BE EXI	ECUTED.
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I, Louis F. Crawford, being first duly sworn certify and say
that I am President
(insert "sole owner," "partner," "president," or other proper title)
of Louis F. Crawford and Associates, Inc , 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 18th Day
of Docember, 2008.

Notary Public

"OFFICIAL SEAL" Phyllis W. Monks Notary Public, State of Illinois My Commission Exp. 08/27/2010

#### 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 <u>written</u> 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 A wis F Consultant having submitted a proposal for Lawis F Consultant and Accepted Toward and Accepted Toward Toward and Accepted Toward Toward

I, Louis F. Crawford, having submitted a proposal for Louis F. Crawford and Associates Inc.

(Name)

(Name of Contractor)

for Appraisa Reports 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).

Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 18 Day

of Docember, 2008.

Notary Public

OFFICIAL SEAL"
Phyllis W. Monks
votary Public, State of Illinois
My Commission Exp. 08/27/2010

#### **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:

ATTEST:

DATE

## TAX CERTIFICATION

I, Louis F. Crawford , having been first duly sworn depose
and state as follows:
I, Louis F. Crawford , am the duly authorized
agent for Louis F. Crawford and Associates, Inc., which has
submitted a proposal to the Village of Orland Park for
Mill Creek Greenway Appraisals and I hereby certify (Name of Project)
that Louis F. Crawford and Associates, Inc. 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: Varein frances
Subscribed and Sworn To
Before Me This 18th Day of December, 2008. "OFFICIAL SEAL" Phyllis W. Monks Notary Public, State of Illinois
My Commission Exp. 08/27/2010  Notary Public

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

December 9, 2008

Mr. Louis Crawford Louis F. Crawford & Associates, Inc. P.O. Box 99 Crete, Illinois 60417

### Mill Creek Greenway Appraisals - Insurance Requirements

Dear Mr. Crawford:

This letter serves as confirmation of our phone conversation earlier today regarding the Insurance Requirements for the Mill Creek Greenway Appraisal engagement. The Village of Orland Park agrees that the \$4,000,000 Business Insurance Policy along with your auto coverage is sufficient coverage for this engagement. Please provide proof of both policies and if possible, include the Village of Orland Park as additional insured per contract.

Sincerely,

Denise Domalewski

Contract Administrator

## 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 "ccording 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 furns he vidence 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 be inning 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 [8] DA	Y OF 2000	
Tank les		
Signature	Authorized to execute agreements for:	
houis F- CRAWFORD	hours F. CRAWFORD+ ASSOCIANC	
Printed Name & Title	Name of Company	

	AC	CORD, CERTIFIC	CATE OF LIABI	LITY INS	URANCI	E		TE (MM/DD/YYYY) 12/09/2008	
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-				INSURER E:					
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		CLAIMS MADE OCCUR				MED EXP (Any one person)	\$	5,000.00	
						PERSONAL & ADV INJURY	\$	2,000,000.00	
						GENERAL AGGREGATE	\$	4,000,000.00	
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$	4,000,000.00	
		AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$		
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$		
		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$		
						PROPERTY DAMAGE (Per accident)	\$		
-		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$		
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$		
		OCCUR CLAIMS MADE				AGGREGATE	\$		
		DEDUCTIBLE					\$		
		RETENTION \$					\$		
		RKERS COMPENSATION AND				WC STATU- OTH- TORY LIMITS ER			
		PLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$		
		ICER/MEMBER EXCLUDED? s, describe under				E.L. DISEASE - EA EMPLOYEE	\$		
	OTH	CIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$		
NFA-	PIPT	VALOR OPERATIONS / DOCUMENT	FO (FWA) HEIONG ADDED AV PUR COMMISSION	MENTIODENIA DEN	TEPIONIO .				
		ION OF OPERATIONS / LOCATIONS / VEHICLE ESTATE APPRAISAL OF (			ISIONS				
CEF	RTIF	ICATE HOLDER		CANCELLA	TION				
	-		V			BED POLICIES BE CANCELLED B	EFOI	RE THE EXPIRATION	
		'ILLAGE OF ORLAND PAR S RAVINIA AVE	r.,	DATE THEREO	F, THE ISSUING INSUR	ER WILL ENDEAVOR TO MAIL	30	DAYS WRITTEN	
-	-	ND PARK, IL 60462		NOTICE TO THE	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL				
		The second section is a second		IMPOSE NO OF	BLIGATION OR LIABILIT	TY OF ANY KIND UPON THE IN	SURE	R, ITS AGENTS OR	
				REPRESENTAT AUTHORIZED RE				<del></del>	
		i i		The second secon	BARTELS				

### **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.

## BARTELS, ALAN W. Auto-Life-Health-Home-Business

547 W EXCHANGE ST. CRETE, IL 60417 PHONE (708) 672-6644

This is to confirm that the following is being added:

"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."

Waiver of Subrogation in favor of the additional insureds in regards to general liability.

You will receive notification from Bloomington after this has been processed.

Alan Bartels

## PERSONAL UMBRELLA LIABILITY **POLICY DECLARATIONS**

COUNTRY Mutual Insurance Company® P.O. Box 2100, Bloomington, Illinois 61702-2100

BILLING NUMBER	POLICY NUMBER	INSURANCE OFFICE / AGENT NO.
3421103	ABU2555570	12063 SO-HO/ 14821

NAMED INSURED:

**CRAWFORD LOU** + BAKER-CRAWFORD HELEN 145 LAKE HILL DR STEGER IL 60475

AGENT'S NAME: TIMOTHY J PERCHINSKI

AGENTS PHONE NO. (708)754-7300

POLICY EFFECTIVE ON: Oct 24, 2008 12:01 A.M. C.S.T. at your

mailing address

DECLARATIONS EFFECTIVE: Oct 24, 2008

THIS DECLARATIONS HAS BEEN ISSUED DUE TO:

New Policy Issue

To report a claim any time day or night, call 1-800-846-0100

I INAI	TS	OF	IIA	RII	LITY
See \$ 8 2 2 2 2		<b>U</b> 1	Date I I Pro	5 C Carella 1	

(A) Personal Liability any one occurrence	\$ 1,000,000
(D) Retained Limit	\$ 1,000

SCHEDULE A - UNDERLYING INSURANCE

TYPE OF POLICY	TYPE OF POLICY NAME OF CARRIER POLICY NUMBER		LIMITS OF LIABILITY		
Auto Liability	COUNTRY Mutual Ins Co	A12A 1406118	250/500/250		
Personal Liability (Homeowners)	COUNTRY Mutual Ins Co	A12K 9066064	500,000 Single Limit		

#### THIS IS NOT A PREMIUM NOTICE

BILLING MODE: Annual unless otherwise stated below	ANNUAL PREMIUM	\$ 145.00
ENDORSEMENTS ATTACHED	STANDARD PAYMENT PLAN CHARGE	\$ 0.00
20154IL		

Douglas M Bova 11/3/2008 Countersigned at BLOOMINGTON, IL AUTHORIZED REPRESENTATIVE

21301IL (02-04/06)

Page 1

### **COUNTRY Mutual Insurance Company**

P.O. Box 2100, Bloomington, Illinois 61702-2100

Preferred Plan Tier 1

To report a claim or for roadside assistance any time day or night, call 1-800-846-0100.

INSURED

CRAWFORD LOUIS F + BALCER-CRAWFORD HELEN J PO BOX 99 CRETE IL 60417-0099

POLICY NUMBER	POLICY TERM	PAYMENT PLAN	INS. OFFICE / AGENT
A12A1406118	6 MONTHS	SEMI-ANNUAL	12063 SO-HO / 14821

ACCOUNT NUMBER 1416374-001-00001

Policy period beginning Jul 25, 2008 12:01 a.m. standard time at your address ending Jan 25, 2009 12:00 a.m.

Declarations reasons:

LIABILITY COVERAGE CHANGE

UNINSURED MOTORIST COVERAGE CHANGE

VEHICLE RENTAL COVERAGE CHANGE

UNDERINSURED MOTORIST COVERAGE CHANGE

ROAD SERVICE CHANGE

Effective Oct 24, 2008 12:01 a.m. standard time at your address.

Your policy consists of the policy booklet, applications, declarations pages and any endorsements. Please keep them together.

4821 0000

PREMIUM CHANGE

\$37.01-

**TOTAL PREMIUM** 

\$749.46

DO NOT PAY THIS AMOUNT. ANY BALANCE DUE WILL BE LISTED ON A SEPARATE INVOICE.

2003 FORD A81150	WEHICLE, USE AND DRIVER INFORMATION AUTOMOBILE, PLEASURE, AUTOMOBILE, PLEASURE,			
POLICY COVERAGE LIMITS LIABILITY-BODILY INJURY PROPERTY DAMAGE UNINSURED MOTORISTS UNDERINSURED MOTORISTS	EACH PERSON 250,000 - 250,000 250,000	EACH OCCURRENCE 500,000 250,000 500,000 500,000		
	2003 FORD Terr 087	2000 LINCO Terr 087	Intentionally Left Blank	Intentionally Left Blank
VEHICLE COVERAGE LIMITS MEDICAL PAYMENTS EACH PERSON DEATH BENEFIT COLLISION - ACTUAL CASH VALUE LESS DED COMPREHENSIVE - ACTUAL CASH VALUE LESS DED	50,000 5,000 500 500	50,000 5,000 500 500		
ENDORSEMENTS AMENDATORY END-IL VEH TRAVEL/TOW ADDITIONAL INSURED LOUIS F CRAWFORD & ASSOLUTION ASSOLUTION & ASSOLUTION AS		YES YES YES		
PREMIUMS LIABILITY-BODILY INJURY	159.79	159.79		

	2003 FORD Terr 087	2000 LINCO Terr 087	Intentionally Left Blank	Intentionally Left Blank
PREMIUMS PROPERTY DAMAGE UNINSURED MOTORISTS UNDERINSURED MOTORISTS MEDICAL PAYMENTS DEATH BENEFIT COLLISION COMPREHENSIVE AMENDATORY END-IL VEH TRAVEL/TOW ADDITIONAL INSURED	included 10.61 20.20 30.24 0.92 103.68 27.63 included 5.52 4.60	included 10.61 20.20 30.24 0.92 117.18 37.21 included 5.52 4.60		
VEHICLE PREMIUM	\$363.19	\$386.27		
The VEHICLE PREMIUM has aiready been changed by the following:  DISCOUNTS ANTI-THEFT GOOD DRIVER MULTICAR MULTI-POLICY DISCOUNT TOTAL DISCOUNT	included included included included -333.95	included included included included -360.23		

<sup>-</sup> Not applicable to this policy.

Douglas M Bova

Oct 24, 2008

DATE COUNTERSIGNED

## **REFERENCES**

## (Please type)

ORGANIZATION	Will County Forest Preserve District
ADDRESS	17540 W. Laraway Road
CITY, STATE, ZIP_	Joliet, Illinois 60433
PHONE NUMBER_	815-722-9376
CONTACT PERSOI	N Larry Newton
DATE OF PROJECT	T <u>March, 2008 - wooded land acquisition for</u>
ORGANIZATION	New Community Park District
ADDRESS	1 West Manor Drive
CITY, STATE, ZIP_	New Lenox, Illinois 60451-2093
PHONE NUMBER_	815-485-3584
CONTACT PERSON	N Greg Lewis
DATE OF PROJECT	preservation February, 2006 - low land, wetland for
ORGANIZATION	Bolingbrook Park District
ADDRESS	201 Recreation Drive
CITY, STATE, ZIP_	Bolingbrook, Il. 60440
PHONE NUMBER_	630-783-6540
CONTACT PERSON	Alice Eastman
DATE OF PROJECT	January, 2007 _low land, wetland for preservation
Proposer's Name:	Louis F. Crawford, MAI, SRA
Signature:	