

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0471

Innoprise Contract #: C14-0080

Year: 2014-15

Amount: \$99,724.00

Department: Development Services

Contract Type: Professional and Consulting Services

Contractors Name: Teska Associates, Inc.

Contract Description: Wayfinding and Branding Plan

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

September 19, 2014

Ms. Jodi Mariano
Teska Associates, Inc.
627 Grove Street
Evanston, Illinois 60201

RE: *NOTICE TO PROCEED - Wayfinding and Branding Plan*

Dear Ms. Mariano:

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 September 9, 2014.

Please contact Karie Friling at 708-403-6245 to arrange the commencement of the work.

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

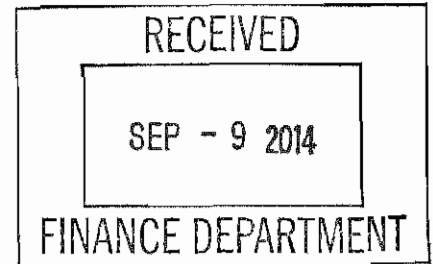
For your records, I have enclosed one (1) original executed contract dated August 29, 2014 in an amount not to exceed Ninety Nine Thousand Seven Hundred Twenty-Four and No/100 (\$99,724.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
cc: Karie Friling

VILLAGE OF ORLAND PARK
Wayfinding and Branding Plan
Professional and Consulting Services Contract



This Contract is made this **29th day of August, 2014** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Teska Associates, Inc. (hereinafter referred to as the "CONSULTANT").

WITNESSETH

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

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

This Contract

The General Terms and Conditions pertaining to the Contract (attached)

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- The Request for Qualifications
- The Instructions to Proposers

The Proposal dated May 27, 2014 as it is responsive to the VILLAGE's RFQ requirements

The Amendment dated July 31, 2014 as it is responsive to the VILLAGE's requirements

All Certifications required by the VILLAGE

Certificates of Insurance

SECTION 2: SCOPE OF THE WORK, SERVICES AND PAYMENT: The CONSULTANT will perform for the benefit of the VILLAGE the services described in the Proposal dated May 27, 2014 and amendment dated July 31, 2014, which are included under separate cover and incorporated herein (the "SERVICES"). The CONSULTANT must furnish all professional services, labor, materials, tools, equipment and supervision necessary or appropriate to fully perform the SERVICES and all other duties and responsibilities of the CONSULTANT pursuant to this Contract (hereinafter referred to as the "WORK"). The WORK is to be provided by CONSULTANT as an independent contractor and not as an employee of the VILLAGE. CONSULTANT represents that all employees utilized by CONSULTANT are fully trained. CONSULTANT understands that no training will be provided by the VILLAGE. In performing its obligations pursuant to this Contract, CONSULTANT will do nothing that could adversely affect the

goodwill or reputation of the VILLAGE.

The VILLAGE agrees to pay the CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the WORK: **an amount not to exceed Ninety Nine Thousand Seven Hundred Twenty-Four and No/100 (\$99,724.00) Dollars.**

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence on the date of execution and continue expeditiously until final completion on or before August 30, 2015. 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: INDEPENDENT CONTRACTOR STATUS: To the fullest extent permitted by law, CONSULTANT shall be an independent contractor hereunder and neither CONSULTANT nor anyone acting on its behalf shall be deemed an agent, employee, joint employee or servant of VILLAGE. Neither VILLAGE nor CONSULTANT shall have any right to act on behalf of or bind the other party for any purpose.

SECTION 6: INDEMNIFICATION AND INSURANCE: With respect to services performed by the CONSULTANT for the VILLAGE, the CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the VILLAGE, its trustees, directors, officers, agents and employees against any and all claims, suits, actions, demands or losses against the VILLAGE and pay all costs (including costs of defense) for damage to the property of, or personal injuries to, or death of, any person or persons, including the CONSULTANT, if such claims, suits or losses are caused directly or indirectly by, are connected with, or arise out of the performance of this Contract by the CONSULTANT, whether by negligence or otherwise. CONSULTANT will also indemnify, defend and hold harmless the VILLAGE and its officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Developments or other materials supplied to the VILLAGE or used by the VILLAGE in the manner recommended by the CONSULTANT, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise.

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 CONSULTANT or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The CONSULTANT further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

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

SECTION 7: COMPLIANCE WITH LAWS: CONSULTANT agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONSULTANT hereby agrees that this Contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONSULTANT and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONSULTANT shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONSULTANT and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONSULTANT and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this Contract.

The CONSULTANT shall obtain 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 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail with delivery confirmation, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

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

To the CONSULTANT:

Jodi Mariano, PLA, ASLA
Principal
Teska Associates, Inc.
627 Grove Street
Evanston, Illinois 60201
Telephone: 847-869-2015 x324
Facsimile: 847-869-2059
e-mail: JMariano@TeskaAssociates.com

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

SECTION 9: STANDARD OF SERVICE: SERVICES shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Metropolitan Chicago area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONSULTANT'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with VILLAGE residents or VILLAGE employees in a respectful manner. At the request of the VILLAGE Manager or a designee, the CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The CONSULTANT shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the VILLAGE Manager or a designee.

SECTION 11: COMPANY PROPERTY: Upon expiration of this Contract or termination for any reason, CONSULTANT will forthwith deliver and assign to the VILLAGE all the results performed by CONSULTANT pursuant to this Contract including but not limited to all documents, records, notebooks and repositories of or containing secret, confidential or proprietary information concerning the VILLAGE or its business affairs or products, including all copies thereof in the CONSULTANT's possession, whether prepared by the CONSULTANT or others, and all other property of the VILLAGE in the CONSULTANT's possession, including keys and access or security cards providing access to VILLAGE facilities or equipment. In the absence of permission by the VILLAGE, the CONSULTANT will not at any time during the term or after termination of this Contract reveal, divulge or make known to any person outside the VILLAGE's business organization, or use for the CONSULTANT's own account, any secret, confidential or proprietary information concerning the VILLAGE or its business, affairs or products (whether or not developed in whole or in part by the CONSULTANT's efforts). The CONSULTANT will at no time, either during the term or after termination of this Contract make any use of any such information except for the benefit of the VILLAGE.

SECTION 12: COMPLIANCE: CONSULTANT shall comply with all of the requirements of the CONTRACT DOCUMENTS including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 13: 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 has contracted. The VILLAGE 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 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 within two (2) business days of the request being made by the VILLAGE. The undersigned agrees to indemnify and hold harmless the VILLAGE 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 under this Contract.

SECTION 14: 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 15: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 16: 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: 9/12/14

FOR: THE CONSULTANT

By: _____

Print Name: Jodi MARIANO

Its: PRINCIPAL

Date: 09.02.2014.

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

1. **Relationship Between CONSULTANT and VILLAGE:** The CONSULTANT shall serve as the VILLAGE's professional consultant on the WORK, or phases of the WORK, to which this Contract applies. This relationship is that of a buyer and seller of professional services and as such the CONSULTANT is an independent contractor in the performance of this Contract and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the VILLAGE. Nothing contained in this Contract shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONSULTANT.
2. **Responsibility of the CONSULTANT:** Notwithstanding anything to the contrary which may be contained in this Contract or any other material incorporated herein by reference, or in any Contract between the VILLAGE and any other party concerning the WORK, the CONSULTANT 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 WORK. The CONSULTANT shall not be responsible for the acts or omissions of the VILLAGE, or for the failure of the VILLAGE, any architect, another consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the WORK documents, this Contract or any other agreement concerning the WORK. 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 CONSULTANT.

The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and the VILLAGE shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The CONSULTANT is not responsible for, and VILLAGE agrees herewith to hold CONSULTANT 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 CONSULTANT. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the CONSULTANT in the exercise of its professional service, is not the responsibility of the CONSULTANT 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 consulting time schedule adjustments, and CONSULTANT 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 CONSULTANT (Suspension of Services Order) require CONSULTANT to stop all, or any part, of the services required by this Contract. Upon receipt of such an order, CONSULTANT 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. CONSULTANT 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 WORK documents prepared by CONSULTANT in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. CONSULTANT shall have the right to retain originals of all WORK documents and drawings for its files. Furthermore, it is understood and agreed that the WORK documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the WORK, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of the WORK. These WORK documents are and shall remain the property of the CONSULTANT 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 WORK.

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 CONSULTANT 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 CONSULTANT in their preparation. The CONSULTANT also reserves the right to retain hard copy originals of all WORK 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 WORK documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by CONSULTANT pursuant to this Contract are intended for use on the WORK only. They cannot be used by VILLAGE or others on extensions of the WORK or any other project. Any reuse, without specific written verification or adaptation by CONSULTANT, shall be at VILLAGE's sole risk, and VILLAGE shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by VILLAGE and CONSULTANT.

The CONSULTANT shall have the right to include representations of the design of the WORK, including photographs of the exterior and interior, among the CONSULTANT's promotional and professional materials. The CONSULTANT's

materials shall not include the VILLAGE's confidential and proprietary information if the VILLAGE has previously advised the CONSULTANT in writing of the specific information considered by the VILLAGE to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since CONSULTANT 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, CONSULTANT's opinions of probable WORK cost provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgment as a transportation professional familiar with the transportation industry, but CONSULTANT cannot and does not guarantee that proposal, bids or the cost will not vary from opinions of probable cost prepared by CONSULTANT. If, prior to any Bidding or Negotiating Phase, VILLAGE wishes greater accuracy as to the probable cost, the VILLAGE shall employ an independent cost estimator consultant for the purpose of obtaining a second probable cost opinion independent from CONSULTANT.
8. **Successors and Assigns:** The terms of this Contract 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 Contract 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 Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Contract:** This Contract 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 CONSULTANT 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 Contract shall be null, void and without effect to the extent they conflict with the terms of this Contract.
11. **Amendment:** This Contract 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 Contract".
12. **Severability of Invalid Provisions:** If any provision of the Contract 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 Contract, 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 CONSULTANT shall be liable for any fault or delay caused by any contingency beyond its or 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:** CONSULTANT 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 CONSULTANT to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the WORK. VILLAGE shall pay costs (including CONSULTANT's employee salaries, overhead and fee) incident to any effort by CONSULTANT toward assisting VILLAGE in such access, permits or approvals, if CONSULTANT performed such services.
16. **Designation of Authorized Representative:** Each party to this Contract shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the WORK. 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 WORK, 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 WORK, 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 CONSULTANT whenever the VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's services, or any defect or non-conformance of the work of any subcontractor.

18. **Information Provided by Others:** The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of its services for the WORK. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, CONSULTANT determined inaccuracies or incompleteness. The VILLAGE recognizes that it is impossible for the CONSULTANT 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:** CONSULTANT shall submit monthly statements for basic and additional services rendered and for reimbursable expenses incurred, based upon CONSULTANT'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 CONSULTANT,

CONSULTANT may after giving seven days written notice to VILLAGE, suspend services under this Contract until CONSULTANT has been paid in full all amounts properly due for services, expenses and charges. CONSULTANT 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 Contract, the CONSULTANT and any sub-contractors shall have no responsibility for the discovery (unless such discovery should have been made by the CONSULTANT 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 any WORK 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 CONSULTANT or sub-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 Contract, 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 CONSULTANT shall provide the VILLAGE with certificates of insurance evidencing all coverage held by the CONSULTANT, 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:** CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions the existence of which the CONSULTANT cannot ascertain. The VILLAGE also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW, THE ABOVE GENERAL TERMS AND CONDITIONS
ARE ACCEPTED BY THE VILLAGE AND CONSULTANT:

TESKA ASSOCIATES, INC.

By:  SEPT. 2, 2014
Officer Date

Print Name: NICHOLAS R. PADERA

VILLAGE OF ORLAND PARK

By:  9/12/14
Officer Date

Paul G. Grimes
Print Name: Village Manager

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.

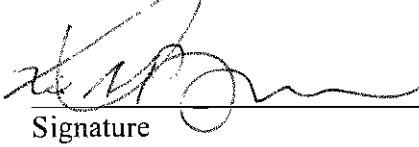
X Corporation: State of Incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

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.

Teska Associates, Inc.
Business Name

(Corporate Seal)


Signature

Lee M. Brown
Print or type name

President
Title

9/5/14
Date

Teska Associates, Inc.
Addendum to "Business Organization" Certification sheet
For
Village of Orland Park
Wayfinding and Branding Plan

Teska Associates, Inc. was incorporated in the state of Illinois on December 21, 1979. We are authorized to do business in Illinois.

A listing of officers and principals follows:

<u>Name</u>	<u>Relevant Title</u>	<u>Business Address</u>
Lee M. Brown	Officer/Principal	627 Grove Street; Evanston, IL 60201
Nicholas R. Patera	Officer/Principal	627 Grove Street; Evanston, IL 60201
Michael E. Hoffman	Officer/Principal	627 Grove Street; Evanston, IL 60201
Sara Voelz	Officer/Principal	627 Grove Street; Evanston, IL 60201
Konstantine Savoy	Principal	627 Grove Street; Evanston, IL 60201
Scott Goldstein	Principal	627 Grove Street; Evanston, IL 60201
Jodi Mariano	Principal	627 Grove Street; Evanston, IL 60201
Michael Blue	Principal	627 Grove Street; Evanston, IL 60201

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

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

of Teska 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 5th Day
of September, 2014.

Sara Vg
Notary Public



SEXUAL HARASSMENT POLICY

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

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

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

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

I, Lee M. Brown, having submitted a proposal for Teska Associates
(Name) (Name of Contractor)

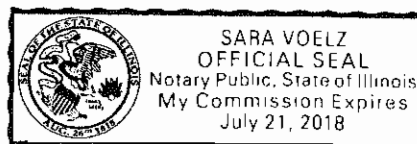
for Wayfinding and Branding Plan to the Village of Orland Park, hereby
(General Description of Work Proposed on)

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

By: [Signature]
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 5th Day
of September, 20 14

Sara Ug
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:  Lee M. Brown, President

ATTEST:  Sara Voetz, Principal Financial Officer

DATE: 9/5/14

TAX CERTIFICATION

I, Lee M. Brown, having been first duly sworn depose
and state as follows:

I, Lee M. Brown, am the duly authorized
agent for Teska Associates, Inc., which has

submitted a proposal to the Village of Orland Park for

Wayfinding and Branding Plan and I hereby certify
(Name of Project)

that Teska 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.

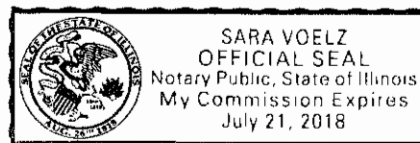
By: [Signature]

Title: President

Subscribed and Sworn To
Before Me This 5th Day
of September, 2014

Sara U

Notary Public



INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

PROFESSIONAL LIABILITY

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

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

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 5th DAY OF Sept, 2014

Signature

Lee M. Brown, President

Printed Name & Title

Authorized to execute agreements for:

Teska Associates, Inc.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/2/2014

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 T.A. Cummings Jr. Co. 4153 Main St. Skokie IL 60076		CONTACT NAME: Roberta Kipp PHONE (A/C, No. Ext): (847) 679-7350 FAX (A/C, No): (847) 679-7361 E-MAIL ADDRESS: robertak@tacummings.com	
INSURED Teska Associates, Inc. 627 Grove Street Evanston IL 60201-4474		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance CO SW 39926 INSURER B: Trumbull Insurance Company 27120 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2014-2015

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						EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR	☒		S 1834604	8/28/2014	8/28/2015	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS	☒		S 1834604	8/28/2014	8/28/2015	PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	☐ DED ☒ RETENTION \$			S 1834604	8/28/2014	8/28/2015	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECBS7594	8/28/2014	8/28/2015	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are named as additional insureds on primary non-contributory basis as it pertains to the general and auto liability policies per written contract required. Waiver of subrogation applies in their favor as it pertains to the general liability, auto liability and workers compensation policies per written contract required. Umbrella follows form. *See attached forms BP71940410, CA77350210 & WC990381. Subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park
Attn: Denise Domalewski
Contract Administrator
14700 S. Ravina Avenue
Orland Park, IL 60462

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

AUTHORIZED REPRESENTATIVE

Scott Cummings/MOSJ01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2014

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 Leatzow Insurance 500 W. Madison St. - Suite 3000 Chicago, IL 60661	CONTACT NAME Karen Bronson	
	PHONE (312) 930-5556	FAX (866) 741-2778
INSURED Teska Associates, Inc. 627 Grove Street Evanston, IL 60201	EMAIL ADDRESS karen@leatzowinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: New Hampshire Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 23841		

COVERAGES**CERTIFICATE NUMBER:****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
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER. ☐ POLICY ☐ PROJECT ☐ LOC	☐	☐	DOES NOT APPLY			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL AND ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ Scheduled Autos ☐ ALL OWNED AUTOS ☐ Non-owned Autos ☐ Hired Autos	☐	☐	DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	☐	☐	DOES NOT APPLY			WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N/A	☐	DOES NOT APPLY			
A	PROFESSIONAL LIABILITY	☐	☐	020452373	3/25/2014	3/25/2015	2,000,000 each occurrence 2,000,000 aggregate

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

Re: Wayfinding and Branding Plan

CERTIFICATE HOLDER**CANCELLATION**Village of Orland Park
Contract Administration
Attn: Denise Domalewski
14700 S. Ravinia Avenue
Orland Park, IL 60462

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

AUTHORIZED REPRESENTATIVE

Karen Bronson

LEATZOW INSURANCE

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**MERCHANTSPRO PLUS
LIABILITY ENHANCEMENT
(INCLUDING BUSINESSOWNERS COMMON POLICY
CONDITIONS AMENDMENTS)**

BUSINESSOWNERS
BP 71 94 04 10

SUMMARY OF COVERAGE AND INDEX

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3. through 6. for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insured - Primary and/or Not Contributory	4
Blanket Additional Insureds - Including Broad Form Vendors - As Required By Contract	4
Damage To Premises Rented To You (\$300,000)	3
Incidental Malpractice Amendment (not applicable in Illinois)	4
Knowledge of Occurrence, Offense, Claim or Suit	5
Liberalization Clause	6
Mental Anguish Amendment (not applicable in New York)	5
Mobile Equipment Definition Amended (not applicable in New York or Virginia)	6
Newly Formed or Acquired Organizations	5
Non-Owned Aircraft	3
Non-Owned Watercraft (under 60 feet)	3
Not-for-profit Members	
As Additional Insureds	5
Medical Payments Coverage	3
Defined	6
Personal and Advertising Injury	
Contractual Exclusion Amendment (Excludes Advertisement)	6
Discrimination and Humiliation Amendment (not Applicable in New York; Excludes Advertisement)	6
Supplementary Payments - Bail Bonds (\$3,000) and Loss of Earnings (\$1,000)	3
Temporary Workers as Employees	6
Transfer of Rights of Recovery - Waiver of Subrogation	6
Unintentional Failure to Disclose Hazards	6
When Two or More Coverage Parts Apply to a Loss	3

**MERCHANTSPRO PLUS
LIABILITY ENHANCEMENT
(INCLUDING BUSINESSOWNERS COMMON POLICY
CONDITIONS AMENDMENTS)**

BUSINESSOWNERS
BP 71 94 04 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The sections of the above form identified in this endorsement will be amended as shown below. With respect to coverage provided by this endorsement, the provisions of the above form applies unless modified by the endorsement. But, when two or more Coverage Parts of this policy apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

SECTION II — BUSINESSOWNERS LIABILITY COVERAGES — Amendments

A. SUPPLEMENTARY PAYMENTS

Paragraphs 1.(b) and 1.(d) of Section A. **COVERAGES** are replaced by the following:

- (b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$1,000 a day because of time off from work.

B. NON-OWNED AIRCRAFT

- 1. Exclusion g. of Section B. **EXCLUSIONS** does not apply to any aircraft, not owned or operated by any insured that is hired, chartered or loaned with a paid crew.
- 2. If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

C. NON-OWNED WATERCRAFT

- 1. Exclusion g.(2) of Section B. **EXCLUSIONS** is replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry persons or property for a charge
- 2. With respect to Paragraph a. above, any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

- 3. If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

D. MEDICAL PAYMENTS FOR NON-FOR-PROFIT MEMBERS

Paragraph 2.a. of Section B. **Exclusions, Applicable to Medical Expenses Coverage** is deleted and replaced by the following:

We will not pay expenses for "bodily injury"

- a. To any insured, except "volunteer workers" and "not-for-profit members".

E. DAMAGE TO PREMISES RENTED TO YOU

- 1. The last paragraph under Section 1. **Applicable to Business Liability Coverage of B. EXCLUSIONS** is replaced by the following:

Exclusions c., d., e., f., g., h., i., k., l., m., n. and o. in **SECTION II — LIABILITY** do not apply to damage by fire, lightning, explosion or water release to premises rented to you or temporarily occupied by you with permission of the owner. A separate **Damage To Premises Rented To You** limit of insurance applies to this coverage as described in Section D., **Liability And Medical Expenses Limits Of Insurance**.
- 2. Paragraph 3. of Section D., **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with the permission of the owner is \$300,000 unless a higher **Damage To Premises Rented To You** limit is shown in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest **Damage To Premises Rented To You** limit shown in the Declarations.

F. BLANKET ADDITIONAL INSURED — INCLUDING BROAD FORM VENDORS - AS REQUIRED BY CONTRACT

WHO IS AN INSURED is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your ongoing operations performed for that person or organization, "your product" or premises owned or used by you. However, this provision does not include any architects, engineers, or surveyors with respect to any injury or damage caused, in whole or in part by rendering or failure to render any professional services by or for you, including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawing, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. "Bodily injury" or "property damage" caused, in whole or in part by "your products" which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, or part of an ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract, agreement or permit referred to above.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured or written permit issued prior to the:

1. "Bodily injury" or "property damage" with respect to a vendor as an additional insured, or
2. "Bodily injury," "property damage," or "personal and advertising injury" with respect to other additional insureds.

G. INCIDENTAL MALPRACTICE

(This provision does not apply in Illinois). Paragraph 2.a.(1)(d) of **Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you have employees who are nurses, emergency medical technicians or paramedics, and you are not in the business or occupation of providing any such professional health care services, those employees are insured with respect to such professional services.

H. NOT-FOR-PROFIT ORGANIZATION MEMBERS AS ADDITIONAL INSURED

The following is added to Section C. **WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture or a limited liability company and you are a not for profit organization, **WHO IS AN INSURED** is amended to include as additional insureds your officials, trustees, board members, insurance managers and "not-for-profit members" but only with respect to their liability for your activities or activities they perform on your behalf.

I. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

The following is added to Section C. **WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply if the newly formed or acquired organization's coverage is excluded either by the provisions of this Policy or by endorsement; and
- c. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- d. This coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

J. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

- 1. Condition 2.a. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS** will not apply until after the "occurrence" or offense is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation;
- (d) Your members, managers or insurance manager, if you are a limited liability company; or
- (e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

- 2. Condition 2.b. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS** will not apply until after the claim or "suit" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation;
- (d) Your members, managers or insurance manager, if you are a limited liability company; or
- (e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

K. MENTAL ANGUISH

Definition 3. "bodily injury" of Section F. **LIABILITY AND MEDICAL EXPENSES DEFINITIONS** is replaced by the following:

(This provision does not apply in New York.) "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time. (In New York, mental anguish has been determined to be "bodily injury.")

L. TEMPORARY WORKERS AS EMPLOYEES

Definition 5. "employee" of Section F. **LIABILITY AND MEDICAL EXPENSES DEFINITIONS** is replaced by the following:

"Employee" includes a "leased worker" and a "temporary worker".

M. MOBILE EQUIPMENT

(This provision does not apply in the states of New York or Virginia.) Paragraph f.(1)(a)(b)(c) of Definition 12. "mobile equipment" of Section F. **LIABILITY AND MEDICAL EXPENSES DEFINITIONS** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

N. PERSONAL AND ADVERTISING INJURY

1. Definition 14. "personal and advertising injury" of Section F. **LIABILITY AND MEDICAL EXPENSES DEFINITIONS** is amended by the addition of the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any executive officer, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

(3) Not arising out of any advertisement by the insured.

2. Exclusion p.(4) of Section B. **EXCLUSIONS** is amended to apply only to damages arising out of advertisement.

3. Paragraph 1. above does not apply in the State of New York.

4. Paragraphs 1. and 2. above do not apply if "personal and advertising injury" coverage is excluded either by the provisions of this policy or by endorsement.

O. ADDITIONAL DEFINITION

The following definition is added:

"Not for profit members" means a person(s) who is a member of a not for profit organization, including clubs and civic organizations who receive no financial or other compensation.

SECTION III — BUSINESSOWNERS COMMON POLICY CONDITIONS — Amendments

A. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph C. **Concealment, Misrepresentation Or Fraud**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy or during the policy period in connection with any additional hazards, we shall not deny coverage under this policy based upon such failure.

B. Paragraph G. **Liberalization** is replaced by the following:

G. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

C. The following is added to Paragraph 2. **Applicable to Businessowners Liability Coverage of K. Transfer Of Rights Of Recovery Against Others To Us**:

We will waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", if:

1. The waiver of such rights is required in a written contract or written agreement with that person or organization; and

2. Such person or organization is an additional insured on your policy; and

3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

This amendment only applies to that person or organization identified above, and only if the injury or damage occurs subsequent to the execution of the written contract or written agreement

ELITEPAC COMMERCIAL AUTOMOBILE EXTENSION

COMMERCIAL AUTO
CA 77 35 02 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Supplemental Schedule is provided when the BUSINESS AUTO COVERAGE FORM includes the Commercial Automobile Extension endorsement CA 77 35. This Schedule supplements the Business Auto Declarations.

EXTENSIONS OF COVERAGE AND ADDITIONAL COVERAGES

DESCRIPTION

Limited Liability Companies	Coverage Extension
Newly Acquired Or Formed Organizations	Coverage Extension
Employees - Non-Ownership	Coverage Extension
Non-Ownership Extension - Public Entities	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Limit of Insurance
Loss Of Earnings	\$1,000 Per Day Limit of Insurance
Employer's Liability Amendment	Coverage Extension
Fellow Employee Amendment	Coverage Extension
Care, Custody Or Control Amendment	Coverage Extension
Towing And Labor	Coverage Extension
Glass Breakage	Coverage Extension
Hired Car Physical Damage Coverage	Coverage Extension
Auto Loan/Lease Gap Coverage	Coverage Extension
Personal Effects	\$500 Limit of Insurance
Deductible Reimbursement - Public Entities	Coverage Extension
Additional Transportation Expenses	\$60 per disablement up to a maximum \$1,900 Limit of Insurance
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment	Coverage Extension

DESCRIPTION

Limit Of Insurance	Coverage Extension
Physical Damage Deductible - (Radio Frequency) Vehicle Tracking System	Coverage Extension
Limit Of Insurance	Coverage Extension
Multiple Deductibles	Coverage Extension
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver Of Subrogation	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us	Coverage Extension
Mental Anguish	Definition
Permanently Attached Equipment	Definition
Volunteer Worker	Definition

ELITEPAC COMMERCIAL AUTOMOBILE EXTENSION

COMMERCIAL AUTO
CA 77 35 02 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

Amendments to **SECTION II — LIABILITY COVERAGE**

Limited Liability Companies

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

- d. If you are a limited liability company, you are an Insured for any covered "auto." The provisions of **WHO IS AN INSURED** applicable to anyone else using a covered "auto" you own, hire or borrow, also apply to limited liability companies. Your members and managers are also "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you. But, members or managers are not an insured for any covered "autos" owned by them or members of their household.

Newly Acquired Or Formed Organizations

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

- e. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:
 - 1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - 2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Employees - Non-Ownership

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

- f. Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Non-Ownership Extension - Public Entities

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

- g. Any board member or other elected or appointed official, member of the administrative staff, student teacher or other authorized volunteer or member is an "insured" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you as a School, Municipality or other Governmental Entity, or Emergency Services Organization. Anyone who supplies that "auto" is also an "insured."

Blanket Additional Insureds

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

- h. Any person or organization with whom you agreed, because of a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

Expenses For Bail Bonds And Loss Of Earnings

The following modifies **SECTION II, A. 2. a. — Supplementary Payments:**

Paragraphs (2) and (4) of **SECTION II, A. 2. a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) We will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) We will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings because of time off from work.

Employer's Liability Amendment

The following is added to **SECTION II, B. 4. — Exclusions:**

- c. This exclusion also does not apply to any "volunteer worker."

For Fire Companies, Ambulance Squads and Rescue Squads, the Employee Indemnification and Employer's Liability exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. But, this coverage extension is only provided to:

1. Members of the "insured" Fire Company, Ambulance or Rescue Squad, while such member is operating within the scope of their official duties, with respect to claims made or suits brought against such member for injuries to a fellow member of the "insured" organization, or for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads; and
2. The "insured" organization with respect to claims made or suits brought against the "insured" organization for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads.

Fellow Employee Amendment

The following is added to **SECTION II, B. 5. — Exclusions:**

For "insureds" Other Than Fire Companies, Ambulance Squads and Rescue Squads, the **Fellow Employee** exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

For Fire Companies, Ambulance Squads and Rescue Squads, the **Fellow Employee** exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. But, this coverage extension is only provided to:

1. Members of the "insured" Fire Company, Ambulance or Rescue Squad, while such member is operating within the scope of their official duties, with respect to claims made or suits brought against such member for injuries to a fellow member of the "insured" organization, or for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads; and
2. The "insured" organization with respect to claims made or suits brought against the "insured" organization for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads.

Care, Custody Or Control Amendment

The following is added to **SECTION II, B. 6. — Exclusions:**

The Care, Custody Or Control exclusion does not apply to property not owned by any insured, subject to the following:

1. The most we will pay under this exception for any one accident is \$1,000; and
2. A deductible of \$500 per accident applies to this exception.

Amendments to SECTION III — PHYSICAL DAMAGE COVERAGE

Towing And Labor

The following modifies **SECTION III, A. 2. — Towing**
SECTION III, A. 2. — Towing is deleted and replaced with the following:

We will pay all reasonable towing and labor costs up to \$75 each time a covered Private Passenger Type Vehicle, Social Service Van, Social Service Bus or Light Truck is disabled and up to \$150 per disablement for Medium Weight Trucks. For labor charges to be reimbursable however, the labor must be performed at the place of disablement.

Glass Breakage

The following is added to **SECTION III, A. 3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects:**

- d. If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Hired Car Physical Damage Coverage

The following is added to **SECTION III — PHYSICAL DAMAGE COVERAGE**, Paragraph **A. 4. Coverage Extensions**:

- c. If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:
1. \$75,000; or
 2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
 - (d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
 - (e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$750 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

Auto Loan/Lease Gap Coverage

The following is added to **SECTION III, A. 4. — Coverage Extensions**:

- d. If a long-term leased "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor is an additional insured under this Coverage Part, we will pay the difference between amounts you owe the lessor under the lease terms and the amount of insurance paid the lessor for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto."

Personal Effects

The following is added to of **SECTION III, A. 4. — Coverage Extensions**:

- e. If Comprehensive Coverage is provided on this coverage form for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule, without application of a deductible, for personal effects that are stolen with that covered "auto." Personal effects do not include jewelry, tools, money or securities. This coverage is excess over any other collectible insurance.

The Following is added to **SECTION III, A. 4. — Coverage Extensions**:

- f. If you are a Board of Education, Municipality or other Governmental Entity, or Volunteer Emergency Services Organization, we will pay up to \$1,000 or the amount of the deductible under any auto policy available to your volunteer or employee, whichever is less, for any "loss" described in this section to any "auto" owned or used by a volunteer or employee while en route to and during any official duty authorized by you. In no event will we pay for any "loss" under this Coverage to any "auto" owned, hired, or borrowed by your organization.

Additional Transportation Expenses

The following modifies **SECTION III, A. 4. a. — Transportation Expenses**

SECTION III, A. 4. a. — Transportation Expenses is deleted in its entirety and replaced with the following:

- a. We will pay up to the Maximum Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule for temporary transportation expense incurred by you because of any "losses" to covered "autos," but only if the covered "autos" carry the coverages and meet the requirements described in 1. or 2. below:
1. We will pay the above temporary transportation expense for total theft of a covered "auto" if you carry either Comprehensive or Specified Causes of Loss Coverage. We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."
2. For "loss" other than the total theft to a covered "auto" under Comprehensive Coverage or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto." We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto," or 30 days. This provision 2. of this Extension does not apply while there are spare or reserve "autos" available to you for your operations.

Airbag Coverage

The following is added to **SECTION III, B. 3. a. — Exclusions**:

However, this exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Expanded Audio, Visual, And Data Electronic Equipment

SECTION III, B. 4. — Exclusions does not apply to the following:

1. Global Positioning Systems; and
2. Equipment designed solely for the reproduction of sound and/or video, and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in the covered "auto" at the time of the loss;
 - b. Removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss";
 - c. Designed to be solely operated by use of the power from the "auto's" electrical system; or
 - d. Designed to be solely to be used in or upon the covered "auto."

Physical Damage Deductible - (Radio Frequency) Vehicle Tracking System

LIMIT OF INSURANCE

THE FOLLOWING MODIFIES SECTION III, C. — LIMITS OF INSURANCE

SECTION III, C. — LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:

(This provision does not apply in New York.)

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. If you are a Municipality or other Governmental Entity, or an Emergency Services Organization:
 - a. The cost to replace the entire covered "auto" and its "permanently attached equipment", for covered "autos" designated in the schedule as being insured on either a stated amount or value guard basis as of the time of the "loss," with a comparable new "auto" and "permanently attached equipment" manufactured to current standards set by nationally recognized organizations such as, but not limited to, NFPA or the US Department of Transportation; but, the most we will pay under this paragraph for owned or leased "autos" you acquire after the policy begins and not described in the declarations is the least of items 1., 2., or 3.a. of this section; or
 - b. (This provision does not apply in New York.) The additional repair or replacement costs necessary to customize the damaged covered "auto" with permanently installed equipment of like kind and quality, without deduction for depreciation, if the "auto" is specifically outfitted for use by chiefs, captains, police, administrators and others in comparable positions and is scheduled, but the "auto" is not designated on the schedule as being insured on an agreed-value basis. We will also pay under this provision for the cost of installation onto a replacement "auto" if the covered "auto" is not repairable, and we will pay for property owned by "you" that is permanently installed in an "auto" not owned by you.

The following is added to **SECTION III, D. — Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a radio frequency tracking device and that device was the method of recovery of the vehicle

Amendments To SECTION IV — BUSINESS AUTO-MOBILE CONDITIONS

Multiple Deductibles

The following is added to **SECTION IV, A. — Loss Conditions:**

6. If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more "covered autos," only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any "covered autos" for which you do not carry such coverage.

Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, A. 2. a. — Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident," claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such, "accident," claim, "suit" or "loss" do not apply until the "accident," claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

Waiver Of Subrogation

The following modifies **SECTION IV, A. 5. — Transfer Of Rights Of Recovery Against Us To Others:**

SECTION IV, A. 5. — Transfer Of Rights Of Recovery Against Us To Others is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of a covered "auto" only when you have assumed liability for such "bodily injury" or "property damage" under "insured contract." In all other respects, if a person or organization to or from whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

Concealment, Misrepresentation Or Fraud

The following is added to **SECTION IV, B. 2. — Concealment, Misrepresentation Or Fraud:**

- e. If you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

Policy Period, Coverage Territory

The following modifies **SECTION IV, B. 7. — General Conditions:**

SECTION IV, B. 7. — Policy Period, Coverage Territory is modified as follows:

The definition of coverage territory is amended to include anywhere in the world for covered "autos" hired on a short term (30 days or less) basis. The "insured's" responsibility to pay damages must be determined in a "suit" brought in:

1. The United States of America;
2. The territories or possessions of the United States of America;
3. Puerto Rico; or
4. Canada; or

in a settlement we agree to.

Two Or More Coverage Forms Or Policies Issued By Us

The following modifies **SECTION IV, B. 8. — General Conditions:**

SECTION IV, B. 8. — Two Or More Coverage Forms Or Policies Issued By Us is deleted in its entirety and replaced with the following:

8. Two Or More Coverage Forms Or Policies Issued By Us

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident," which is covered under a Commercial Property or Inland Marine Coverage Part issued by us or any member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

Amendments to **SECTION V — DEFINITIONS**

The following is added to **SECTION V — DEFINITIONS**:

Q. Mental Anguish

(This provision does not apply in New York.) For jurisdictions other than New York, the definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury.")

R. Permanently Attached Equipment

"Permanently attached equipment" means equipment that is welded, bolted, or permanently screwed to the dashboard, fire wall or body of the "auto". Equipment inserted on permanently installed side brackets with or without the use of setscrews or tension, or portable fire fighting and/or rescue related equipment, shall not be construed as "permanently attached equipment".

S. Volunteer Worker

"Volunteer worker" is a person who performs business duties for you, for no financial or other compensation.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 83 WEC BS7594

Endorsement Number:

Effective Date: 06/28/14

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

Named Insured and Address: TESKA ASSOCIATES, INC.

627 GROVE ST

EVANSTON

IL 60201

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

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

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

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

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

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

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of

recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in North Dakota, Ohio, Washington, and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

EXTENDED OPTIONS

1. Employers' Liability Insurance

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

B. Employers' Liability Insurance:

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

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

Bodily Injury by Accident	\$500,000	Each Accident
--------------------------------------	------------------	----------------------

Bodily Injury by Disease	\$500,000	Policy Limit
-------------------------------------	------------------	---------------------

Bodily Injury by Disease	\$500,000	Each Employee
-------------------------------------	------------------	----------------------

OR

2. The amount shown in the Information Page.

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

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

2. Unintentional Failure to Disclose Hazards

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

3. Waiver of Our Right To Recover From Others

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

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

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

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

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

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

B. We Will Reimburse

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

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

C. Exclusions

This insurance does not cover:

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

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

IL

July 31 2014

Ed Lelo, Management Analyst, Development Services Dept.
Village of Orland Park, 14700 Ravinia Avenue, Orland Park, IL 60462
eledo@orlandpark.org



Re: Wayfinding and Branding Plan for the Village of Orland Park – addendum to Teska's scope of services

Dear Ed:

Thank you and Karie for the call yesterday. We are so pleased to hear that we are being recommended by the selection committee for the above project and we are looking forward to working with you on this exciting assignment. Per our conversation, this letter identifies an additional task to be included in Teska's scope of services. The additional task will be accommodated within the total budget indicated in our proposal (May 30 2014):

TASK 2.5, OUTREACH ACTIVITIES:

Purpose: The purpose of this task is to understand an 'insider' and 'outsider' perspective. Input will be solicited regarding how the general public views Orland Park's character and identity. This information will be used to generate branding concepts described in Phase 2 of the proposal.

Schedule: This task will occur during Phase 1 and would add approximately one month to the project schedule.

Activities: The following activities are anticipated:

1. Work with the Village to understand targeted user groups and appropriate methods of outreach, including but not limited to: merchants, property owners, social organizations, shoppers, medical service users, park district users.
2. Prepare a web based survey (Survey Monkey or other) to be issued to user groups within and surrounding Orland Park. Work with the Village to distribute the survey via the Village's website, email group lists, web blasts, postcards and flyers. Survey shall remain open for 4-6 weeks. Survey data will be reviewed and assessed.
3. Work with the Village to identify stakeholders within the community to participate in targeted focus groups, including but not limited to: Historic Old Orland, Historical Society, La Grange Road businesses, Triangle Development. Focus groups would be coordinated by the Village and take place over the course of 1-2 days.

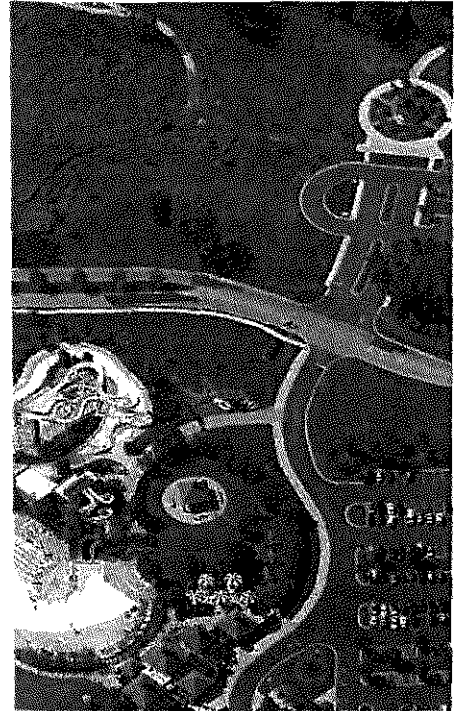
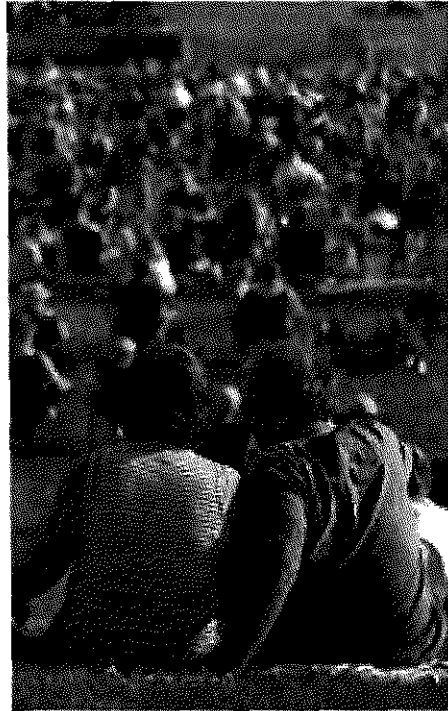
We enjoyed working with the Village during the Transportation Planning effort and look forward to continuing our work with you on this assignment. Should you have any questions, please do not hesitate to call.

Regards,

Jodi Mariano, PLA, ASLA, Principal
Teska Associates, Inc., 627 Grove Street, Evanston, IL 60201
Phone: 847.869.2015 ext. 324, Email: JMariano@TeskaAssociates.com

Cc: Karie Friling, kfriling@orlandpark.org

WAYFINDING AND BRANDING PLAN FOR THE VILLAGE OF ORLAND PARK



wohltgroup



Parvin-Clauss
SIGN COMPANY

Submitted by Teska Associates, Inc. in coordination with
Wohlt Group, Gewalt Hamilton Associates, Inc., and Parvin Clauss Sign Company

- May 30th, 2014 -

RFQ SUMMARY SHEET
Wayfinding and Branding Plan

Please make this the first page of your submittal.

Firm Name: Teska Associates, Inc.

Street Address: 627 Grove Street

City, State, Zip: Evanston, Illinois 60201

Contact Name: Jodi Mariano

Phone: 847.869.2015 x324

Fax: 847.869.2059

E-Mail address: JMariano@TeskaAssociates.com

Website: www.TeskaAssociates.com

I certify that any and all information contained in this submittal is true. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign on behalf of the firm. This submittal is valid for sixty (60) calendar days from the date of submittal.

Name: Jodi Mariano

Signature of Authorized Signee: 

Title: Principal

Date: May 27 2014



30 May 2014

Ed Lelo
Village of Orland Park
14700 Ravinia Ave
Orland Park, IL 60462
elelo@orlandpark.org

RE: SUBMISSION TO THE VILLAGE OF ORLAND PARK FOR PROFESSIONAL SERVICES: WAYFINDING AND BRANDING PLAN

Dear Mr. Lelo:

Teska Associates is pleased to submit this proposal for Professional Wayfinding and Branding services for the Village of Orland Park. We have assembled an energetic team of professionals that are well suited to this project. Teska Associates will serve as project leader and lead urban designer. We are supported by wohltgroup, who will provide community branding and logo design. Gewalt Hamilton Associates will be responsible for the existing signage inventory and engineering support. Parvin Clauss Sign Company will provide sign review, budgetary pricing and full scale mockups.

We know and love Orland Park, and have enjoyed a rewarding working relationship with its leadership during the Orland Park Strategic Transportation Plan (Adopted 2013) effort during which Teska provided urban design services as a subconsultant to Gewalt Hamilton Associates. One element of that effort was the introduction of wayfinding signage as a relatively low cost, high reward project that would create a unified and attractive community image while also identifying and directing visitors to community facilities and resources.

Our team acts as both an "insider" and "outsider"... marrying local understanding with the perspective of having worked in many other communities in the Chicago area and around the country. We work as an extension of Village staff. The process and product of our work is crafted to assure that the Board, Staff and Steering Committee will embrace the Wayfinding and Branding Plan as their own.

We are committed to the success of Orland Park's comprehensive Wayfinding and Branding Plan and look forward to hearing from you soon.

Sincerely,

Jodi Mariano, PLA, ASLA
Principal

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CHAPTER ONE

QUALIFICATIONS

INTRODUCTION

The purpose of this project is to develop a comprehensive plan that addresses wayfinding signage and community branding for the Village of Orland Park.

The goal of this assignment is to develop a clear and attractive community logo; strategies for logo implementation; comprehensive sign design plans; fabrication and construction budgets; and full scale sign mockups.

The process and deliverables associated with this effort will guide Village decision making towards the implementation of Wayfinding and Branding features. Special consideration will be given to the objectives listed at right.

PROJECT OBJECTIVES

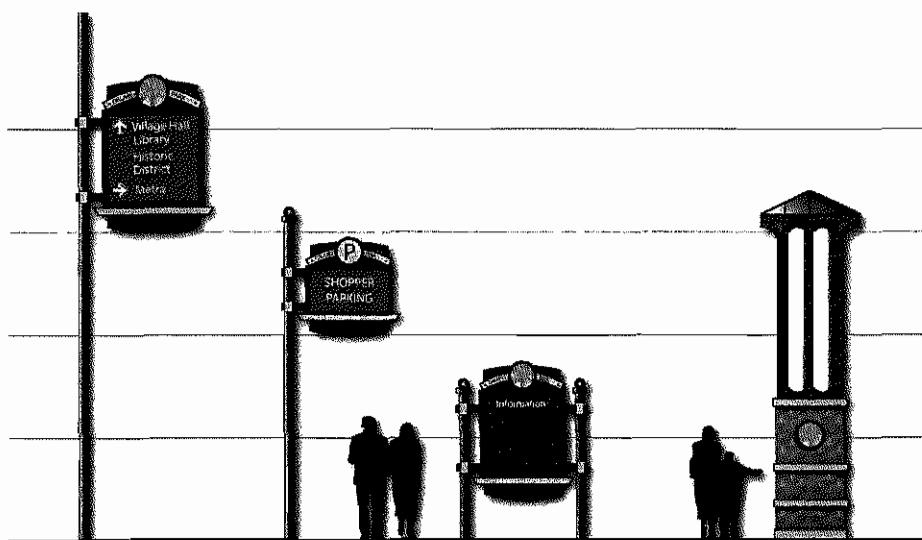
- Promote Village of Orland Park's key destinations and districts, such as Centennial Park Aquatic Center, Sportsplex, Main Street Triangle, historic downtown area, multi use trailways, and municipal facilities;

- Enhance the character and identity of the Village through branding that distinguishes Orland Park from surrounding communities;

- Direct motorists, pedestrians and multi-use trail users to key destinations throughout the Village;

- Complement the Village's recent improvements such as the Main Street Triangle, La Grange Road streetscape and municipal developments;

- Improve the traveling public's experiences throughout the Village via a carefully thought out hierarchy of gateway and wayfinding sign features.



► Wayfinding Sign Concept prepared by Teska for the Orland Park Strategic Transportation Plan (Adopted 2013)

TEAM OVERVIEW

Our team members have been selected based on their experiences and expertise to deliver a Wayfinding and Branding Plan that is creative, effective and grounded in reality. A description of team roles and responsibilities follow:

■ Teska Associates

Project leader, lead urban designer

Teska will lead this assignment and will be the primary point of contact for the Village. Major roles include leading engaging Staff and Committee meetings designed to produce useful and measurable results. Teska's registered landscape architects on staff will prepare technical sign design documents, including GIS mapping, sign maps, schedules and sign typology documentation. All documents will be prepared in GIS, AutoCAD and Adobe products providing technical accuracy and high quality graphic communication. Teska has been involved in successful comprehensive signage efforts including Village of Lombard, Village of South Elgin, Village of Deerfield and City of Canton and is currently assisting the Villages of Glendale Heights and Broadview on their branding and signage efforts.



► Wayfinding signage should direct visitors to key destinations such as the Main Street Triangle, 143rd Metra Station, and Old Orland Historic District.

■ wohltgroup

Community branding and logo direction

wohltgroup will provide direction for the logo refresh efforts. Major responsibilities include developing graphics that express Orland Park's unique character and identity. wohltgroup has deep experience working with other communities on their community branding efforts including the following collaborations with Teska Associates: Village of Lombard, Village of Lake Villa, City of Highwood. Other community branding efforts include City of Des Plaines, Village of Mundelein, Village of Oak Brook and the Calumet River Corridor, among others.

■ Gewalt Hamilton Associates (GHA)

Sign inventory and engineering review

GHA will provide GIS based sign documentation and photographic inventory of existing Village signs. GHA has an extensive understanding of the Village's motorized and non-motorized circulation patterns by virtue of their recent involvement with the Orland Park Strategic Transportation Plan (Adopted 2013). GHA's professional engineering staff will provide support and review throughout the project ensuring that proposed signage placement, content and structures meet relevant MUTCD, AASHTO and Engineering standards.

■ Parvin Clauss Sign Company

Sign design review, construction budgeting, and full scale sign mockups

Parvin Clauss, one of the leading sign manufacturers in the area, will support our team, ensuring that sign features are practical and buildable. Parvin Clauss will also provide realistic construction budget information and full scale sign mockups for Village review.

CHAPTER TWO

APPROACH

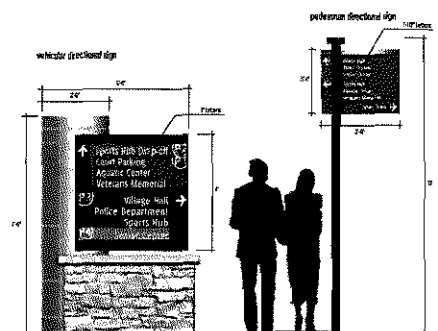
STATEMENT OF UNDERSTANDING

Community branding and wayfinding is effective when balanced between creative logo development, intelligible sign design and detailed engineering support. The following phased process includes Analysis and Programming; Plan Development and Refinement; and Plan Adoption.

■ PHASE 1: ANALYSIS AND PROGRAMMING

Assess opportunities and constraints related to wayfinding and signage. Assessment includes GIS based sign inventory, photo analysis and meetings with Village Staff and Committee. Meetings include engaging exercises designed to provide creative and relevant design direction.

Village Meetings: In addition to Village Departments and Staff, we recommend inviting a Village Board member to join the committee. The following meetings and activities shown at right are anticipated.



► Glendale Heights Signage Plan
Wayfinding Sign Typologies

MEETING #1

Kick-Off meeting with Village Staff to review scope, schedule and base mapping.

Activities

■ Listening Session

Goals, Objectives and Design Criteria.

■ Bus Tour

Review key destinations, districts and connections.

MEETING #2

Project Charrette with Committee to review inventory and analysis materials. Focus on community identity and strategies for logo development.

Activities

■ Mind Mapping Workshop:

Logo Anatomy - Color, Shape, Message

Identifying the Village's Unique Differentiating Characteristics - a creative brainstorming session that gives project stakeholders the opportunity to provide guidance and direction to the logo design in advance of concept development.

■ Destination: Orland Park

Mapping exercise that identifies key sign opportunities.

Standard Signature (Horizontal)

Clear space = X



Positive Reproduction (Alternative)



Symbol and logotype print Downtown Lombard Dark Purple (similar to PANTONE® 267 C)

Standard Signature (Vertical)

Clear space = X



► Village of Lombard Visual Identity Standards
Excerpt from Lombard Downtown Guidebook.

CONSULTANT EFFORTS + DELIVERABLES

1. Inventory and Analysis

GIS base data is requested from the Village. Existing sign features will be documented with photography / GPS recorders, and located on the GIS base map. Vehicular, pedestrian and bike circulation patterns will be documented. Major destinations and initial key decision points will be identified on the base map. The Village's sign code will be reviewed.

2. Technical memorandum

Inventory of existing sign features including GIS (.shop) files; photo analysis of existing sign types; branding strategies for logo development; mapping of major destinations, routes and decision points.

3. Meeting summaries

Documentation of all meetings and outcomes of engaging group activities.

■ PHASE 2: PLAN DEVELOPMENT AND REFINEMENT

Prepare branding concepts that differentiate Orland Park from surrounding communities. Branding will be applied to sign typologies to demonstrate how signage can communicate Orland Park's unique identity. Preliminary sign maps, schedules and sign elevations will identify sign locations and treatments. Meetings will focus on evaluating alternative concepts and building consensus around a preferred plan. Full scale mockups will be produced and installed at key locations for Village review.

Village Meetings: The following meetings and activities shown at right are anticipated.



► Glendale Heights Signage Plan
Full Scale Sign Mockup

MEETING #3

Preliminary Plan Alternatives Presentation with Committee.

MEETING #4

Revised Plan Presentation / Selection of the Preferred Plan with Staff/Committee

Activities

■ Player Card Voting Exercise

Attendees vote on preferred sign treatments and discuss which features were voted most/least favorably. Based on group input, discuss direction to move forward with selection of the Preferred Plan.

CONSULTANT EFFORTS + DELIVERABLES

Preliminary Plan Alternatives and Refinement include:

1. Logo Development and Brand Refresh

Three (3) branding concepts that align with and support Orland Park's unique identity will be developed. Concepts will be presented via high quality graphics, text, font hierarchy, and color palette. Draft implementation strategies will address how branding may roll-out via digital, print, and video media.

2. Wayfinding Sign Development

Comprehensive mapping that identifies location and copy for each sign element. GIS Mapping and sign schedules to be organized by mode (vehicular, bicyclist, multi-use path).

3. Wayfinding Sign Typologies

Sign hierarchy relates to sequences with which the traveling public understand signage: from strategic regional arterials, to local connectors, parking and pedestrian areas. Sign typologies will be depicted as elevations and will address sign support systems, materials, panels and logo features. Signs will conform to relevant standards and guidelines including MUTCD, AASHTO, and ITE.

One elevation drawing will be prepared for each of the following typologies:

• Identification Signs - 5 Typologies

Gateway / Entry; Historic District; Municipal Facilities (including parking); Parks and Open Space; Neighborhood Centers.

• Directional Signs - 4 Typologies

Vehicular; Pedestrian; Parking; Multi-Use Paths.

• Informational Signs - 2 Typologies

Changeable Messages; Information Kiosks.

Preliminary budget costs will be provided; design guidelines will address sign placement.

4. Full Scale Sign Mockups

Produce ten (10) select full scale sign mockups for the Village's review. The Team will provide sign panels and requests Village Public Works to assist with sign panel install on temporary poles.

5. Meeting Summaries

Documentation of all meetings and outcomes of engaging group activities.

■ PHASE 3: PLAN ADOPTION

Meet and present to Staff, Committee and Board of Trustees. The team will be available to answer questions, provide clarifications and address revisions as necessary towards Village Board adoption.

Village Meetings: The following meetings and activities shown at right are anticipated.

MEETING #5

Final Plan Presentation with Committee to prioritize logo strategies and sign development – based on budget costs, attendees prioritize projects for phased implementation.

MEETING #6

Final Plan Presentation with Staff/Committee

MEETING #7

Final Plan Presentation with Board of Trustees

CONSULTANT EFFORTS + DELIVERABLES

1. Plan revisions and edits

2. Meeting summaries

Documentation of all meetings and outcomes of engaging group activities.

3. Final report

Provided in digital and hard copy format. GIS mapping will be provided.

PRICE PROPOSAL

Included below is our Team's price proposal with sub-totals broken up by "Phase" and "Task". Task numbers relate to the tasks indicated in the RFQ.

PROJECT PHASE	TASK	TESKA		WOHITGROUP		GHA		PARVIN CLAUSS		SUB TOTALS
		Staff Time	Total	Staff Time	Total	Staff Time	Total	Staff Time	Total	
PHASE 1	TASK 1: MEETING #1 Kick-Off Meeting	8	\$840	4	\$480	8	\$1,200	4	\$392	\$2,912
	TASK 2: Inventory and Analysis	20	\$2,100	12	\$1,440	50	\$7,500	0	\$0	\$11,040
	TASK 3: MEETING #2 Project Charrette	8	\$840	8	\$960	8	\$1,200	4	\$392	\$3,392
PHASE 2	TASK 4: MEETING #3 Preliminary Plan Presentation	80	\$8,400	40	\$4,800	30	\$4,500	20	\$1,960	\$19,660
	TASK 5: Village Review and Comment	8	\$840	0	\$0	0	\$0	0	\$0	\$840
	TASK 6: Revised Preliminary Plan	60	\$6,300	8	\$960	20	\$3,000	20	\$1,960	\$12,220
	TASK 7: MEETING #4 Development Services, Planning and Engineering Committee Presentation	8	\$840	4	\$480	8	\$1,200	4	\$392	\$2,912
	TASK 8: Village Review and Comment	8	\$840	0	\$0	0	\$0	0	\$0	\$840
	TASK 9: Plan Refinement/Sign Mockups	80	\$8,400	30	\$3,600	16	\$2,400	20	\$1,960	\$16,360
PHASE 3	TASK 10: MEETING #5 Steering Committee Presentation	8	\$840	4	\$480	16	\$2,400	4	\$392	\$4,112
	TASK 11: Final Revisions and Edits	40	\$4,200	8	\$960	16	\$2,400	4	\$392	\$7,952
	TASK 12: MEETING #6 Development Services, Planning and Engineering Committee Presentation	8	\$840	4	\$480	8	\$1,200	4	\$392	\$2,912
	TASK 13: MEETING #7 Board of Trustees Presentation	8	\$840	4	\$480	8	\$1,200	4	\$392	\$2,912
	TASK 14: Final Report	40	\$4,200	8	\$960	10	\$1,500	0	\$0	\$6,660
	DESIGN FEES/HOURS	384	\$40,320	134	\$16,080	198	\$29,700	88	\$8,624	\$94,724
	PROFESSIONAL FEE SUBTOTALS	Teska	\$40,320	wohit	\$16,080	GHA	\$29,700	Parvin	\$8,624	
	PROFESSIONAL TIME SUBTOTALS	Teska	384	wohit	134	GHA	198	Parvin	88	
	PROJECT SUBTOTAL									\$94,724
	DIRECT REIMBURSABLES (includes full scale mockups)									\$5,000

PROJECT SCHEDULE

