

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2015-0311

Innoprise Contract #: C15-0070

Year: 2015

Amount: \$10,000.00

Department: Development Services - Nectarios Pittos

Contract Type: Professional Services

Contractors Name: RATIO Architects, Inc.

Contract Description: Stellwagen Family Farm Master Plan Option 3

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
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

June 23, 2015

Ms. Christina Hurst
Senior Project Assistant
RATIO Architects, Inc.
101 South Pennsylvania Street
Indianapolis, Indiana 46204-3684

RE: *NOTICE TO PROCEED – Stellwagen Family Farm Master Plan*

Dear Ms. Hurst:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents, and W9 in order for work to commence on the above stated project as of June 12, 2015.

Please contact Nectarios Pittos at 708-403-6121 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed/mailed 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 June 5, 2015 in an amount not to exceed Ten Thousand and No/100 (\$10,000.00) Dollars for option 3. If you have any questions, please call me at 708-403-6173.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Domalewski".
Denise Domalewski
Contract Administrator

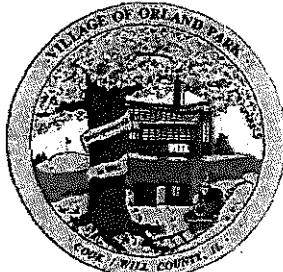
Encl:

cc: Nectarios Pittos
John Jackson, RATIO

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

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June 5, 2015

Mr. John Jackson, ASLA, LEED AP
RATIO Architects, Inc.
455 North Cityfront Plaza Drive, Ste 1800
Chicago, Illinois 60611

NOTICE OF AWARD – Stellwagen Family Farm Master Plan – Option 3 Market Feasibility Study

Dear Mr. Jackson:

This notification is to inform you that on June 1, 2015, the Village of Orland Park Board of Trustees approved awarding RATIO Architects, Inc. the contract in accordance with the revised proposal you submitted dated May 14, 2015, for Stellwagen Family Farm Master Plan Option 3 for a lump sum amount of Ten Thousand and No/100 (\$10,000.00) Dollars.

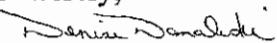
In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by June 19, 2015.

- I am attaching the Contract for Stellwagen Family Farm Master Plan. The proposal specific to Option 3 Feasibility Study will be included as Exhibit B. Please sign two (2) copies of the contract and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email

notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements and completed W-9 are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

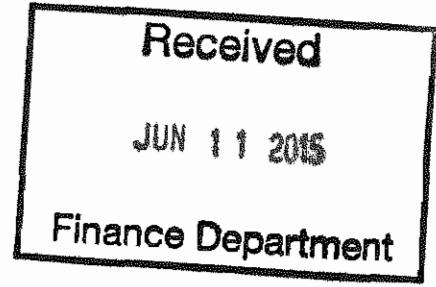
Sincerely,



Denise Domalewski
Contract Administrator

cc: Nectarios Pittos

**VILLAGE OF ORLAND PARK
Stellwagen Family Farm Master Plan
Agreement for Professional Services**



This Agreement (hereinafter referred to as the "Agreement") is made this **5th day of June, 2015** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and RATIO Architects, Inc. (hereinafter referred to as the "ARCHITECT").

WITNESSETH

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

SECTION 1: THE CONTRACT DOCUMENTS: This Agreement shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Agreement takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Agreement, 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 Agreement's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Agreement shall be in full force and effect in their unaltered condition.

Specific projects under this Agreement shall be authorized in writing by the VILLAGE by a fully executed proposal, which shall be attached hereto as Exhibit B and made a part of this Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit B and attached to this Agreement as Exhibit B.

This Contract

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

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

- The Request for Proposals
- The Instructions to Proposers

The Proposal(s) for the Project authorized under this Agreement as it is responsive to the VILLAGE's requirements attached as Exhibit B

Affidavit of Compliance

References

Certificates of Insurance

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

Provide professional architectural services as described in the attached proposal, Exhibit B. See proposal for complete scope of work as requested by the Village of Orland Park and agreed by the PARTIES

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

TOTAL FEE and REIMBURSABLE EXPENSES: The ARCHITECT’s Fee and Reimbursable Expenses shall be a set forth in Exhibit B, the proposal for the project. Any services not identified in Exhibit B shall be considered additional services and shall be compensated as such based upon the agreement of the PARTIES.

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

SECTION 4: TERM OF THE CONTRACT: This Agreement shall commence on the date of execution. The SERVICES shall commence upon execution of each proposal and receipt of a Notice to Proceed and continue expeditiously from that date until final completion or by the agreed upon time frame per proposal for each event. This 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 Agreement with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The ARCHITECT shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the ARCHITECT, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said ARCHITECT, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ARCHITECT shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

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

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

SECTION 6: COMPLIANCE WITH LAWS: ARCHITECT 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: ARCHITECT 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 ARCHITECT 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 ARCHITECT 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. ARCHITECT 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. ARCHITECT 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 ARCHITECT 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 SERVICES.

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

To the VILLAGE:

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

To the ARCHITECT:

John D. Jackson, ASLA, LEED AP
RATIO Architects, Inc.
455 North Cityfront Plaza Drive, Ste 1800
Chicago, Illinois 60611
Telephone: 312-465-2359
Facsimile: N/A
e-mail: JJackson@RATIOArchitects.com

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

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The ARCHITECT'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 ARCHITECT shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

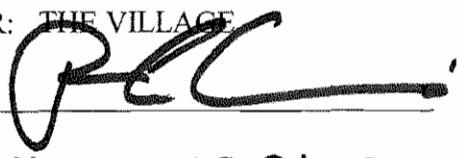
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

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

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

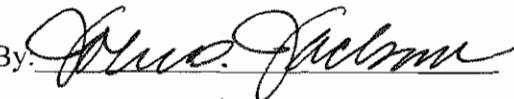
FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes
Its: Village Manager

Date: 6/12/15

FOR: THE ARCHITECT

By: 

Print Name: John D. Jackson

Its: Principal / RATIO Architects

Date: 6/10/15

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

1. **Relationship Between Architect and Village:** The Architect shall serve as the Village's professional architectural consultant in those Projects, or phases of the Project on which it has been retained by the Village and to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Architect is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Architect shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Architect.
2. **Responsibility of the Architect:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Architect shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Architect shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Architect.
3. **Changes:** The Village reserves the right by written change order or amendment to make changes in requirements, amount of services, or professional time schedule adjustments, and Architect provided the Village shall negotiate appropriate contract adjustments acceptable to both Parties to accommodate any changes. The Architect is not responsible for, and Village agrees herewith to hold Architect harmless from any and all errors which may be contained within the Contract Documents or the Project Documents, including plans and specifications for the Project, unless such errors are the result of the services of the Architect. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Architect in the exercise of its professional service, is not the responsibility of the Architect and any and all costs associated with such errors shall be borne by others.
4. **Suspension of Services:** Village may, at any time, by written order to Architect (Suspension of Services Order) require Architect to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Architect 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 fees and costs incurred up to and 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. Architect shall 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 documents prepared by Architect (hereinafter "Project Documents") in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village and Village shall be entitled to use said Project Documents provided the Village has complied with the terms of this Agreement, including prompt payment of all sums due.. Architect shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for onetime use in the construction of this Project. These Project Documents are and shall remain the property of the Architect, including all intellectual property rights to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Architect 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 Architect in their preparation. The Architect also reserves the right to retain hard copy originals of all Project Documents 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. Use by the Village of machine readable form Project Documents is at the Village's own risk and responsibility.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. The Project Documents shall not be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Architect, shall be at Village's sole risk, and Village shall indemnify, defend and hold harmless Architect from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Architect to further compensation at rates to be agreed upon by Village and Architect. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Architect in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Architect 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, Architect's opinions of probable Project construction cost provided for herein are to be made on the basis of Architect's experience and qualifications and represent Architect's judgment as a design professional familiar with the construction industry, but Architect cannot and does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by Architect. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the construction cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Architect.

8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one PARTY of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each PARTY acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Architect hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the PARTIES and entitled "Amendment of Agreement".
12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Architect shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontract:** Architect may subcontract portions of the services, but each subconsultant must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Architect to enter upon public and private property and the Village obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Architect's employee salaries, overhead and fee) incident to any effort by Architect toward assisting Village in such access, permits or approvals, if Architect performed such services.
16. **Designation of Authorized Representative:** Each PARTY to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

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

18. **Information Provided by Others:** The Architect shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Architect such information as is available to the Village and the Village's consultants and contractors, and the Architect shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Architect becomes aware of inaccuracies or incompleteness. The Village recognizes that it is impossible for the Architect 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:** Architect shall submit monthly statements for the Services and any additional services rendered and for Reimbursable Expenses incurred, based upon Architect'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 Architect, Architect may after giving seven days written notice to Village, suspend services under this Agreement until Architect has been paid in full all amounts properly due for services, expenses and charges. Architect shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Architect and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances. If Architect becomes aware of such hazardous materials at the Project site, the Architect shall notify the Village.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Architect shall provide the Village with certificates of insurance evidencing all coverages held by the Architect, 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:** Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect having to certify the existence of facts, opinions or conditions that would require knowledge, services or responsibilities beyond or outside the scope of the Architect's Services. The Village also agrees not to make resolution of any dispute with Architect or payment of any amount due to the Architect in any way contingent upon the Architect signing any such certification that would require knowledge, services or responsibilities beyond or outside the scope of the Architect's Services.

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

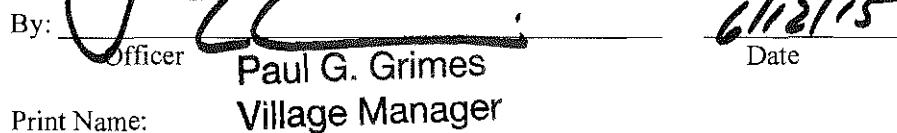
RATIO Architects , Inc

By: 
John D. Jackson
Officer

8/10/15
Date

Print Name: John D. Jackson
Principal

VILLAGE OF ORLAND PARK

By: 
Paul G. Grimes
Officer

6/12/15
Date

Print Name: Village Manager

Exhibit B



RATIO

Architecture Preservation Interior Design Landscape Architecture Urban Design + Planning Graphic Design

May 14, 2015

Nectarios Pittos, AICP
Senior Planner
Village of Orland Park
Development Services Department
14700 Ravinia Avenue 60462

Re: Stellwagen Family Farm

Dear Nectarios,

Thank you for the opportunity to work with the Village of Orland Park and the Stellwagen Family Farm Foundation to help craft a long term sustainable development plan for the Stellwagen Farm. The Farm is a tremendous cultural resource to the Village and the region. We are very excited about the opportunity to be a part of the Farm's future and to be a resource to the Village for what we anticipate will be years of service. As requested, the following constitutes our design services proposal.

PROJECT SCOPE

The project consists of creating a Marketing and Economic Development Plan for the Stellwagen Family Farm, a 60 acre heritage farm located in the Village of Orland Park. The property was continuously farmed by several generations of Stellwagens for more than 150 years. The property was purchased by the Village in 2002 with the goal of creating a living history farm that offers public educational and recreational opportunities. While the property is owned by the Village, the Stellwagen Family Farm Foundation is the caretaker of the vision and mission of the Farm. The property currently enhances the quality of life for Orland Park residents, continues to function as a working landscape, and provides limited educational opportunities. However, a plan is needed to determine the highest and best use of the property, and to provide a framework for future investment and management.

A conceptual plan of physical improvements was created by Christopher B. Burke, Ltd, and will serve as the general framework for physical design recommendations.

DESIGN SERVICES

RATIO will provide the following services in order to craft the marketing and economic development plan. The process is organized into five Tasks:

Task 1: Regional Analysis and Trends

To complete this task, RATIO will document existing demographics and regional trends. We will focus on market variables that are pertinent to the development of a plan that is intended to (1) identify likely user groups, (2) provide strategies for revenue generation, and, (3) identify what physical improvements or changes will result in the most value added to the property. The analysis will be conducted with publically available on-line data and will likely consist of:

- Current and projected market demographics including: household income, age, ethnicity, educational attainment and property ownership
- Current and projected property values
- Analysis of Orland Park recreational submarket
- Analysis of regional recreational market

Deliverable: Market Analysis and Trends Summary Presentation

Task 2: Case Studies and Comparisons

An important part of any development plan is to understand how the organization compares to other peer organizations. A review of precedents can also reassure the Foundation that they are heading conceptually in the right direction. RATIO will research up to five (5) precedent organizations and/or projects to learn, to the extent the information is available and can be shared, a number of key metrics. In addition, we will analyze these precedents to better understand regional and national competition as well as best practice models. The precedents will be to the extent possible, located in markets similar to Orland Park. These metrics may include but not be limited to:

- The number of visitors
- The recreational opportunities and educational programming offered
- Lessons learned during the development process
- The annual budget (revenue, costs and operating expenses)
- Number of volunteers utilized
- The number of employees, if applicable, their compensation and responsibilities
- Documentation of outcomes of any economic assessments, as applicable

Deliverable: Summary of key metrics for five (5) peer organizations or projects

Task 3: Workshop

The RATIO Team will conduct a half day workshop in Orland Park for the Steering Committee. The purpose of the workshop will be to, (1) review the assembled information from our initial research, and (2), discuss how the information gathered may influence any adjustments to the program and physical changes to the property. The workshop is intended to be a brain storming session, informed by information collected and analyzed in Tasks 1 and 2.

Deliverable: Meeting Minutes of the discussion and conclusions

Task 4: Development Scenarios

With the demographic, precedent information and workshop results in hand, RATIO will be prepared to advance and evaluate initial recommendations for priority projects and the identification of funding sources. The development scenarios will use the current physical plan as a point of beginning and will, if appropriate, suggest program changes as may be needed to meet the goals of the Foundation. The development scenarios will represent varying degrees of the probable initial capital investment and operating costs compared to revenue generation potential. The financial analysis will be conducted for alternative plans that will be informed by the results of demographic and precedent research. The results of the analysis will help the Foundation understand the long term ramifications of program and capital cost choices. Development Scenarios will incorporate:

- Projected attendance
- Probable price points
- Revenue generation

- Operating budget
- Priority projects
- Funding sources
- Staffing and volunteer capacity

The report will be reviewed with the Committee via video conference, GoToMeeting or similar technology. The goal of Task 4 will be to select a preferred development scenario for final exploration in Task 5.

Deliverable: A report documenting expected revenue and costs for up to three (3) development scenarios. The first development scenario will align with the existing physical plan. The second and third scenarios will envision adjustments to the current physical plan and program. The plan and program adjustments are anticipated to result in additional, or alternate, revenue streams and associated costs. The report will be supported with charts and graphs as may be needed to illustrate financial data.

Task 5: Implementation and Funding

The goal of Task 5 will be to define what needs to be done, who should do it, when it should be done, how much it will cost, and the probable return on investment. To that end, RATIO will prioritize the steps, cite the probable costs, list potential/likely funding sources, and identify the persons or organization(s) responsible for implementation of the preferred development scenario. We will identify short-, mid- and long-term implementation projects. This part of the process can be thought of as the roadmap needed to fulfil the project vision. We will also update the plan to reflect any conclusions of the development scenarios refinement discussion.

RATIO will conduct one (1) meeting in Orland Park with the Steering Committee and Village Staff to review the planning process, present the conclusions of the planning process, and answer any questions.

Deliverable: A final report summarizing the conclusions of the 5 tasks. The final report will be supported by charts and graphs as may be helpful to understand investment and return scenarios, photos of the property, and precedent images, but will not include illustrative plans or perspective sketches.

Assumptions and Clarifications

1. To minimize costs, we will provide the final report in digital pdf format.

DESIGN TEAM

RATIO Architects proposes the following design team and roles for the Project:

John Jackson – Principal in Charge. In order to align the scope with the available funding, John will participate in the virtual meeting described in Task 04 and will attend the final presentation. He will otherwise provide oversight and direction “behind the scenes.”

Lesley Roth – Project Director. Lesley will serve as the day to day point of contact for the team and will provide design leadership and management of the process.

Matt Rueff – Economic and Market Analyst. Matt will perform the bulk of the financial projections and analysis required to create the development scenarios.

RATIO has not otherwise included any consultants on our team.

SCHEDULE

From the date of the notice to proceed, we anticipate the following schedule:

Task 1 Regional Analysis and Trends	1 week
Task 2 Case Studies and Comparisons.....	2 weeks
Task 3 Workshop.....	½ day, in week 3
Task 4 Development Scenarios	1 week
Task 5 Implementation and Funding.....	1 week
Total time.....	6 weeks

COMPENSATION

In consideration of the Project Scope, Design Services, and Schedule we propose to provide these services as a lump sum fee of Ten Thousand Dollars (\$10,000).

REIMBURSABLE EXPENSES

Expenses attributable to your project are included in the design services fee. This is based on the following assumptions:

1. RATIO's expenses only include mileage/travel costs from our Chicago office to Orland Park for two (2) meetings. The distance from our office to Orland Park is 26 miles, or 52 miles roundtrip. Therefore the cost for two trips at the IRS rate of \$.57 per mile is \$60.
2. The deliverables will be provided in electronic format (pdf) and, if hard copies are desired by Orland Park, the Village will incur the costs to print as many copies as are desired.

ADDITIONAL SERVICES

Any additional services beyond the identified Design Services, which you may request, will be invoiced at the hourly rate of the personnel assigned to the task.

Firm Titles	2015 Hourly Rates (Subject to annual adjustment)
1. Principal 1	\$235.00
2. Principal 2	\$210.00
3. Associate Principal 1	\$200.00
4. Associate Principal 2	\$175.00
5. Senior Associate	\$160.00
6. Associate	\$150.00
7. Senior Professional	\$140.00
8. Professional	\$115.00
9. Graduate Professional	\$100.00
10. Intern	\$ 75.00
11. Administrative	\$ 75.00

If an additional service is requested, we will prepare a written proposal, identifying our services and compensation, for your review and approval prior to initiating the requested services.

PAYMENT SCHEDULE

Invoices will be sent monthly and shall be in proportion to services performed. Payment is due upon receipt. Amounts unpaid thirty (30) days after being received will bear interest at one and one half percent (1 1/2%) per month accrued.

INSURANCE

In consideration of the Project Scope, Design Services and Compensation, RATIO Architects will maintain insurance coverage for this project with the following limits:

General Liability

\$1,000,000 each Occurrence Limit, \$2,000,000 Aggregate

Automobile Liability

\$1,000,000 CSL each accident, \$1,000,000 for Hired and Non-Owned Liability

Worker's Compensation

\$500,000 each Accident, \$500,000 Disease Policy Limit

Professional Liability

\$5,000,000 per Claim, \$5,000,000 Aggregate

ABANDONMENT

If the project is abandoned, in part or in whole, payment on account of the services performed will be made upon presentation of a final accounting of services rendered and expenses incurred since the last paid invoice to the date of such action.

Please review this proposal and if all is in order, return an executed copy for our file. A scanned electronic (pdf) copy is fine. If you have any questions, do not hesitate to contact me directly. Thank you for considering RATIO Architects for your interesting project.

Sincerely,



John D. Jackson, ASLA, LEED AP

Principal | Director of Landscape Architecture, Urban Design + Planning

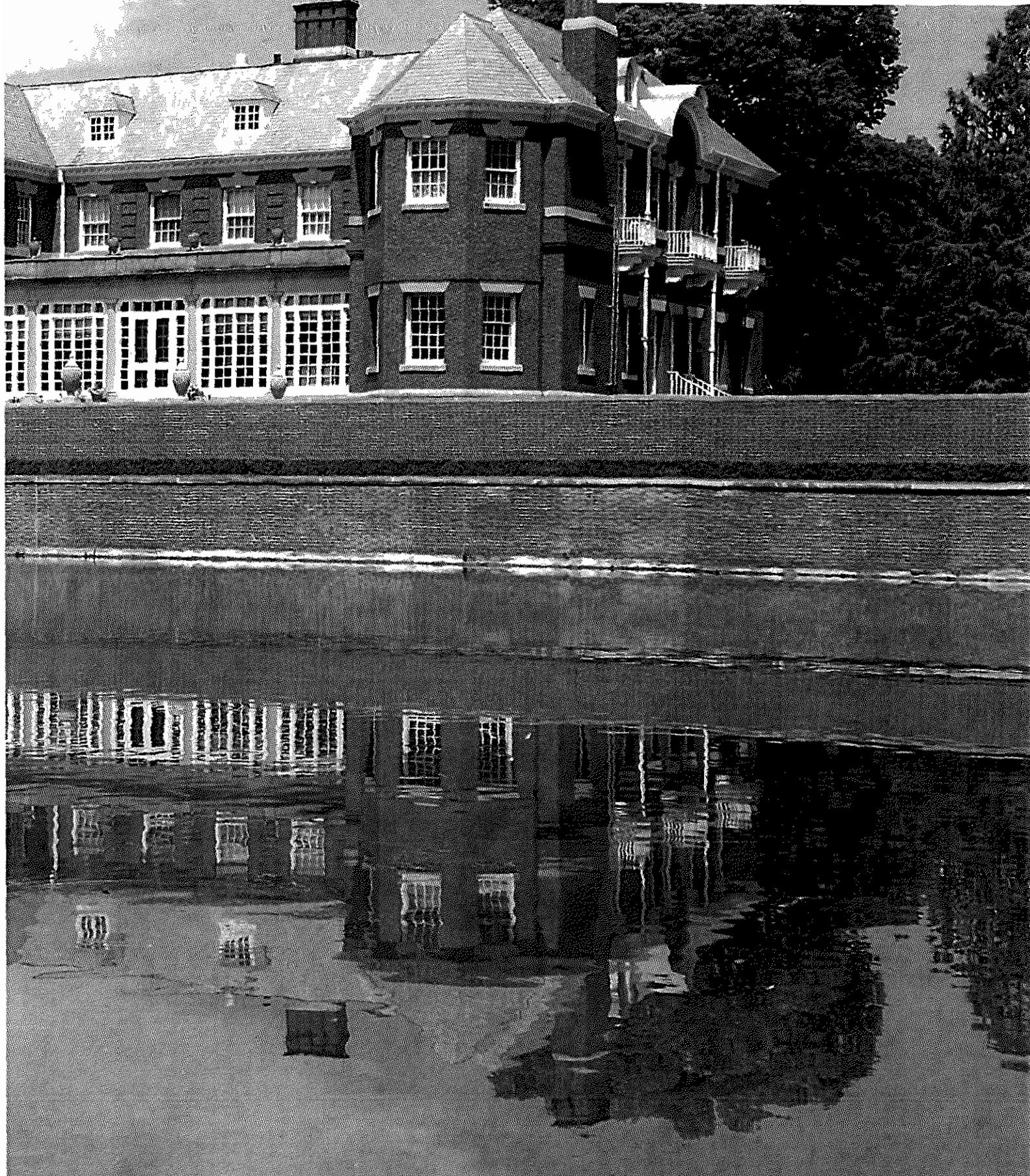
c: Lesley Roth
Matt Rueff

AUTHORIZATION TO PROCEED:


Designated Representative
Village of Orland Park

6/12/15
Date

APPENDICES: FORMS



PROPOSAL SUMMARY SHEET

RFP #15-007 - Stellwagen Family Farm Master Plan

Project Name

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

Organization Name: RATIO Architects, Inc

Street Address: 455 North Cityfront Plaza Drive, Suite 1800

City, State, Zip: Chicago, IL 60611

Contact Name: John D. Jackson, ASLA, LEED AP

Phone: 312.465.2359 Fax: N/A

E-Mail address: JJackson@RATIOArchitects.com

FEIN#: 351496308

Signature of Authorized Signee: 

Title: Principal in Charge, ASLA, LEED AP

Date: 2.25.15

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

AFFIDAVIT OF COMPLIANCE

The certifications set forth in this Affidavit shall become a part of any contract awarded to the Proposer. Proposer shall comply with these certifications during the performance of the contract.

The undersigned John Jackson, as Principal in Charge, ASLA, LEED AP
(Print Name) (Title)
and on behalf of RATIO Architects, Inc. certifies that:
(Proposer)

BUSINESS ORGANIZATION:

The form of business organization of the Proposer is (check one):

Sole Proprietor LLC
 Partnership Independent Proposer (Individual)
 Corporation

If Proposer is a corporation, indicate the state and date of incorporation:
Indiana; November, 1980.

Federal Employer I.D.# (or Social Security # if an individual/sole proprietor): 351496308

Indicate if the corporation is authorized to do business in Illinois: Yes No

ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and 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.

SEXUAL HARASSMENT POLICY: Yes No

The Proposer has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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)

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Awardee will comply with 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. In the event of the Awardee'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 the Awardee 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.

Awardee 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.

"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.

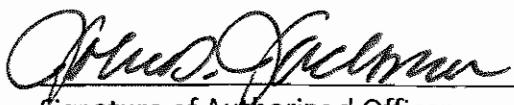
TAX CERTIFICATION: Yes [X] No []

Proposer 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.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposal Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations and information provided in or with this Affidavit are true and accurate.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

John D. Jackson

Name of Authorized Officer

Principal in Charge, ASLA, LEED AP

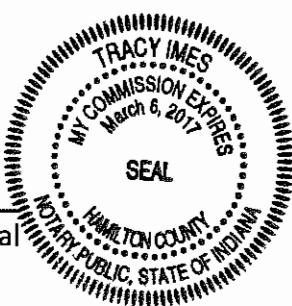
Title

2.25.15

Date

Subscribed and Sworn To
Before Me This 25th Day
of February, 2015.

Tracy Imes
Notary Public Signature & Seal



REFERENCES

Please provide three (3) references where you have performed similar work as outlined in this RFP.

ORGANIZATION	<u>Town of Zionsville</u>
ADDRESS	<u>Parks + Recreation, 1075 Parkway Drive</u>
CITY, STATE, ZIP	<u>Zionsville, IN, 46077</u>
PHONE NUMBER	<u>317.773.2273</u>
CONTACT PERSON	<u>Al Smith</u>
DATE OF PROJECT	<u>January 2008</u>
ORGANIZATION	<u>University of Illinois at Urbana-Champaign</u>
ADDRESS	<u>807 South Wright Street, Suite 340</u>
CITY, STATE, ZIP	<u>Champaign, IL, 61820</u>
PHONE NUMBER	<u>217.244.0344</u>
CONTACT PERSON	<u>Kevin Duff</u>
DATE OF PROJECT	<u>June 2014</u>
ORGANIZATION	<u>Champaign County Design and Conservation Foundation</u>
ADDRESS	<u>Darius E. Phebus Admin. Bldg, 303 W. University Ave</u>
CITY, STATE, ZIP	<u>Urbana, IL 61801</u>
PHONE NUMBER	<u>217.344.9583</u>
CONTACT PERSON	<u>Tim Bartlett</u>
DATE OF PROJECT	<u>January 2013</u>
Proposer's Name & Title:	<u>John D. Jackson, ASLA, LEED AP</u>
Signature and Date:	 <u>2/25/15</u>

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$10,000,000 – Each Occurrence \$2,000,000 – Aggregate

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

INSURANCE AGENT ERRORS AND OMISSIONS LIABILITY

Limit- \$10,000,000

(A Copy of Policy Declarations Page must be submitted with response)

Any insurance policies providing the coverages required of the Proposer, 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. 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 Proposer, 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 Proposer's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected Proposer, 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 25 DAY OF February, 2015



Signature

John D. Jackson, ASLA, LEED AP

Printed Name & Title

Authorized to execute agreements for:

RATIO Architects, Inc.

Name of Company

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/08/2014

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	CONTACT NAME: Kristen Strasser	
	PHONE (A/C. No. Ext): 317-706-9518	FAX (A/C. No): 317-706-9718
INSURED	E-MAIL ADDRESS: kristen.strasser@oldnationalins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty of		25674
INSURER B: Travelers Indemnity Co		25658
INSURER C: Hudson Insurance Company		25054
INSURER D:		
INSURER E:		
INSURER F:		

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/SUB INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		6803D347923	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY		BA3D350792	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (EA accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CUP003D41499A	07/01/2014	07/01/2015	EACH OCCURRENCE \$5,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N	XVMPAUB6821Y643	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N				N/A
C	Professional Liability		AEE7291800	07/01/2014	07/01/2015	\$5,000,000 Per Claim \$5,000,000 Aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

CERTIFICATE HOLDER

CANCELLATION

For Information Only

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

John S. Flynn

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RATIO

Architecture

Preservation

Interior Design

Landscape Architecture

Urban Design + Planning

Graphic Design

Indianapolis, Indiana

Champaign, Illinois

Raleigh, North Carolina

Chicago, Illinois

RATIOarchitects.com

In partnership with smdp, LLC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2015

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 Old National Insurance P.O. Box 80159 Indianapolis, IN 46280-0159 317 575-9999	CONTACT NAME: Kristen Strasser	
	PHONE (A/C, No, Ext): 317-706-9518	FAX (A/C, No): 317-706-9718
INSURED RATIO Architects, Inc. 101 South Pennsylvania Street Suite 100, Schrader Building Indianapolis, IN 46204	E-MAIL ADDRESS: kristen.strasser@oldnationalins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty of	NAIC # 25674
	INSURER B: Travelers Indemnity Co	25658
	INSURER C: Hudson Insurance Company	25054
	INSURER D:	
	INSURER E:	
INSURER F:		

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		
A	GENERAL LIABILITY			6803D347923	07/01/2014	07/01/2015	EACH OCCURRENCE	\$1,000,000	
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (ea occurrence)	\$300,000	
	CLAIMS-MADE	X	OCCUR				MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
								\$	
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROJECT LOC									
A	AUTOMOBILE LIABILITY			BA3D350792	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (ea accident)	\$1,000,000	
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	X UMBRELLA LIAB	X	OCCUR	CUP003D41499A	07/01/2014	07/01/2015	EACH OCCURRENCE	\$5,000,000	
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$5,000,000	
	DED	X	RETENTION \$10000					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N	N/A	XVMPAUB6821Y643	07/01/2014	07/01/2015	X WC STATUTORY LIMITS	OTHE-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$500,000	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000	
C	Professional Liability			AEE7291800	07/01/2014	07/01/2015	\$5,000,000 Per Claim \$5,000,000 Aggregate		

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

Project: Stellwagen Family Farm Master Plan - Option 3 market Feasibility Study

Where required by contract or agreement requiring insurance, The Village of Orland Park, its trustees, officers, directors, agents, employees and representatives and assigns are included as additional insured with respects to the General Liability policy. Where required by contract or agreement requiring insurance, a Waiver of Subrogation in favor of The Village of Orland Park, its Trustees, officers, directors, agents, (See Attached Descriptions)

CERTIFICATE HOLDER		CANCELLATION	
Village of Orland Park 14700 South 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	
		<i>John S. Flynn</i>	

DESCRIPTIONS (Continued from Page 1)

employees and representatives and assigns applies with respects to the General Liability and Workers Compensation policies.