

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0681

Innoprise Contract #: C13-0114

Year: 2014

Amount: \$50,000.00

Department: Kurt Corrigan - DS

Contract Type: Professional Engineering Services

Contractors Name: Kimley-Horn and Associates, Inc.

Contract Description: Main Street District Traffic/Parking Consultant

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



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

VILLAGE HALL

February 11, 2014

Mr. Frederick Schwartz
Kimley-Horn and Associates, Inc
111 W. Jackson Blvd., Suite 700
Chicago, Illinois 60604

RE: *NOTICE TO PROCEED*
Main Street District Traffic/Parking Consultant

Dear Mr. Schwartz:

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 February 4, 2014.

Please contact Kurt Corrigan at 708-403-6123 to arrange the commencement of the work.

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

For your records, I have enclosed one (1) original executed contract dated December 4, 2013 in an amount not to exceed Fifty Thousand and No/100 (\$50,000.00) Dollars. 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: Kurt Corrigan

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

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VILLAGE HALL

December 4, 2013

Mr. Frederick Schwartz
Kimley-Horn and Associates, Inc.
111 West Jackson Blvd, Ste 700
Chicago, Illinois 60604

NOTICE OF AWARD – Main Street District Traffic/Parking Consultant

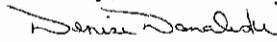
Dear Mr. Schwartz:

This notification is to inform you that on December 2, 2013, the Village of Orland Park Board of Trustees approved awarding Kimley-Horn and Associates, Inc. the contract in accordance with the proposal you submitted dated November 7, 2013, for – Main Street District Traffic/Parking Consultant for an amount not to exceed Fifty Thousand and No/100 (\$50,000.00) 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 December 18, 2013.

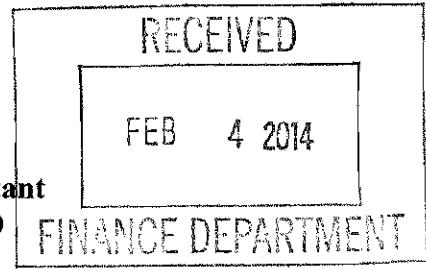
1. Enclosed is the Contract for – Main Street District Traffic/Parking Consultant. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please fill out the Certifications and return them directly to me. I have included an EFT Authorization Form as well. Please complete and return if you wish to accept payment via EFT.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to 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.

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

Sincerely,

Contract Administrator

cc: Kurt Corrigan

VILLAGE OF ORLAND PARK
Main Street District Traffic/Parking Consultant
(Agreement for Professional Engineering Services)



This Agreement is made this **4th day of December, 2013**, revised this **31st** day of January, 2014 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Kimley-Horn and Associates, Inc. (hereinafter referred to as the "ENGINEER").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the ENGINEER (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.

This Agreement

The Terms and Conditions

The Scope of Services and Proposal as it is responsive to the VILLAGE's requirements

All Certifications required by the Village

Certificates of Insurance

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

Provide professional engineering services as described in the attached Scope of Services and Fee Proposal dated November 7, 2013. See proposal for complete scope of work as requested by the Village of Orland Park

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

TOTAL COST: an amount not to exceed Fifty Thousand and No/100 (\$50,000.00) Dollars

SECTION 3: ASSIGNMENT: ENGINEER 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 receipt of a Notice to Proceed and continue expeditiously from that date until final completion. This Agreement shall terminate upon completion of the SERVICES, 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 Agreement with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The ENGINEER shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, to the extent caused by the negligence of the ENGINEER, brought because of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or omission, neglect or misconduct of said ENGINEER, 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 ENGINEER shall be 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 to the extent arising from the negligent acts, errors, or omissions of the ENGINEER. ENGINEER'S duty to defend shall arise upon the assertion by a third party of allegations of negligence by the ENGINEER.

The ENGINEER 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 ENGINEER shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party to the extent allegedly caused by the negligent acts, errors, or omissions of the ENGINEER.

The CONTRACTOR'S defense and indemnity obligations shall not extend to claims or allegations that the VILLAGE was actively negligent, but is intended to include claims or allegations that the VILLAGE is vicariously liable for the negligence of the CONTRACTOR or that the VILLAGE was negligent in hiring or supervising the CONTRACTOR or otherwise passively negligent in relation to the CONTRACTOR.

SECTION 6: COMPLIANCE WITH LAWS: ENGINEER 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: ENGINEER 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 ENGINEER 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 ENGINEER 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. ENGINEER 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. ENGINEER 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 ENGINEER 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@orland-park.il.us

To the ENGINEER:

Frederick Schwartz, P.E.
Kimley-Horn and Associates, Inc.
111 West Jackson Boulevard, Ste 700
Chicago, Illinois 60604
Telephone: 312-726-9445
Facsimile:
e-mail: fred.schwartz@kimley-horn.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 ENGINEER'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 ENGINEER shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The ENGINEER 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: ENGINEER shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

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

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

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

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

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

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

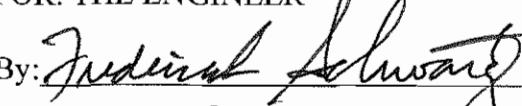
FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes
Its: Village Manager

Date: 2/4/14

FOR: THE ENGINEER

By: 

Print Name: Frederick Schwartz
Its: Senior Vice President

Date: 2-3-14

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

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

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

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

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.
6. **Reuse of Documents**: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

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

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

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

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

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.
18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy

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

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

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

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

KIMLEY-HORN AND ASSOCIATES, INC

By: *Frederick Schwartz* 2-3-14
Officer Date

Print Name: *Frederick Schwartz*

VILLAGE OF ORLAND PARK

By: *PGG* 2/4/14
Officer Date

Paul G. Grimes

Print Name: *Village Manager*

Traffic/Parking Consultant – Main Street District – NW Corner of 143rd Street and LaGrange

SCOPE OF SERVICES AND FEE PROPOSAL

■
111 West Jackson Boulevard
Suite 700
Chicago, IL 60604
TEL (312) 726-9445

November 7, 2013

Kurt Corrigan, P.E.
Transportation and Engineering Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Re: Request for Qualifications for Traffic/Parking Consultant – Main Street District – NW Corner of 143rd Street and LaGrange

Dear Mr. Corrigan:

As requested, Kimley-Horn and Associates, Inc. has provided the enclosed scope of services and fee proposal. Please note that for some tasks we have provided a lump sum fee, while others will be billed hourly. As you review this, please know that we are glad to discuss or negotiate the details of the scope of services needed.

We are looking forward to working with the Village of Orland Park. Please feel free to call me at (312) 924-7415 to discuss this proposal or to ask any questions you or others at the Village may have.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



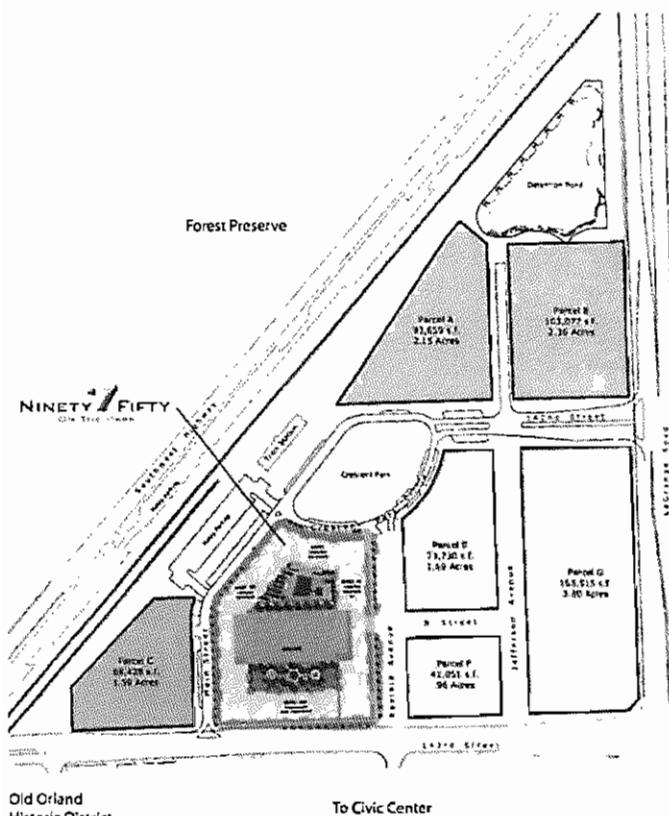
Frederick Schwartz, P.E.
Project Manager

Scope of Services and Fee Proposal

Kimley-Horn and Associates, Inc. offers to provide professional engineering, planning, and parking services associated with the Main Street District at the corner of LaGrange Road and 143rd Street in Orland Park. The services will include being a part of the Village's development team which includes Village staff and Timothy Blum of HSA Commercial Real Estate.

The nature of this assignment is one of flexibility and there is uncertainty in the level of detail in some tasks. Services will vary as development proposals are received and reviewed. Accordingly, some of the tasks are proposed to be paid on an hourly basis. Others are lump sum tasks because the details of the proposed services are known. In any case, the proposed scope and related fees are offered in a manner that can be changed and negotiated as the project proceeds.

The following tasks will form the basis for proceeding with the project.



PROJECT INITIATION AND DATA VERIFICATION

Upon notice to proceed we will prepare for and arrange a kick-off meeting with Village staff and the Village Real Estate Broker, Timothy Blum. Before the meeting we will work with Village staff to compile and review available data related to the site, including:

- Concept plans previously developed
- Previous studies that have been completed
- Parking agreements and commitments
- Site plans that have been proposed by potential tenants
- Traffic count data
- Metra ridership and parking occupancy data
- GIS shapefiles, CADD files, site plans, parcel maps
- List of possible land uses that could be developed on the site

We will compile available data and summarize it in a tabular format for future reference throughout the project. We will also identify data and information which has not been available and discuss how to obtain it.

The kick-off meeting will be a time to reintroduce team members and critical Village staff members and establish communication channels and time frames for the project.

The fee for the Project Initiation and Data Verification task will be a lump sum of \$5,000.

DATA COLLECTION

Data and information not readily available from the Village or other stakeholders will be collected by the project team. This could include additional traffic counts and Metra parking occupancy counts to quantify current activity on the site, especially commuter traffic.

The uncertain nature of the Data Collection task requires that it be paid on an hourly basis, with the specific scope of the task to be determined. Our current hourly rates are outlined in the Fee and Expenses section at the end of this document.

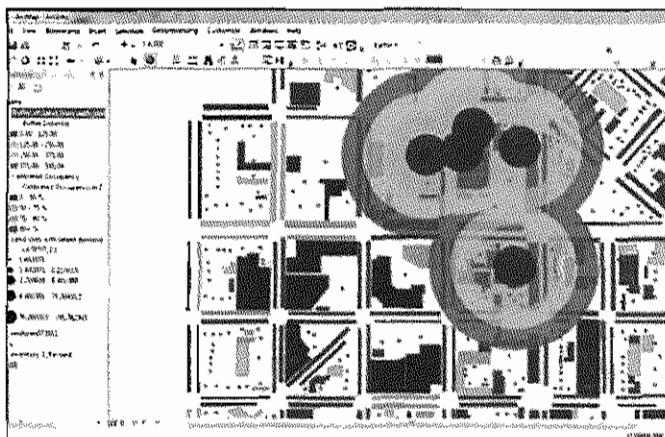
PARK+ BASE MODEL

The Park+ modeling application is a GIS-based parking scenario planning tool that provides a flexible analysis of different site configurations and parking layouts. Park+ incorporates nationally accepted parking generation characteristics and Urban Land Institute (ULI) shared parking methodology. Park+ will be used to evaluate various development scenarios.

The Park+ base model will be developed using the following as inputs:

- Site mapping including parcel configurations and street layout
- Potential land uses which could be developed on the site
- Preferred on-street and off-street parking locations
- Details of parking requirements for Metra and permit parking supply and location

These data will be used to create a Park+ base model into which we can load various development scenarios and make site planning decisions including size and location of adequate parking facilities to satisfy the development's parking demand. Densities of each potential use (square feet, units, seats) will be added as development scenarios are created.



The primary benefit of using Park+, rather than other ULI spreadsheet-based tools, is that Park+ also incorporates geospatial relationships to help more accurately locate parking facilities based on proximity demand. The Park+ model generates hot spot maps illustrating where on-site parking demand will be concentrated, allowing for planning of optimal facility locations. A dynamic scenario planning evaluation also is used to establish a phasing of parking investments which is concurrent with development demands.

The fee for the Park+ Base Model task will be a lump sum of \$7,500.

TRAFFIC GENERATION MODEL

A traffic generation model will be prepared to assist in the evaluation of alternative development programs and concept plans. The model will consist of two primary components—traffic generation and traffic assignment. The traffic generation component will be based on data provided in the Institute of Transportation Engineers' (ITE) manual Trip Generation (Ninth Edition), while also factoring appropriate adjustments accounting for use of non-auto modes, shared trips internally captured from other land uses within the development, and attraction of pass-by traffic already traveling along LaGrange Road and 143rd Street. This component will allow for easy comparison among alternatives relative to the amounts of additional traffic that would be expected during the weekday AM and PM and Saturday midday peak hours.

The traffic assignment component will distribute the traffic for the various land uses (based on type, density, and location within the overall site area) through the roadway network and key study intersections. This aspect of the model will assist in reviewing alternative development scenarios and inform comparisons relative to how various alternatives contribute to additional traffic volumes at study intersections.

The fee for the Traffic Base Model task will be a lump sum of \$2,000.

GUIDING PRINCIPLES AND TEAM WORKSHOP

A set of guiding principles will be defined to establish a vision for the project. These principles may include some of the following:

- The Main Street District will be developed into a downtown setting.
- The streets within the District (Ravinia Avenue, 142nd Street, Crescent Park Circle, and others) will be low speed and walkable.
- The urban design of the District will be such that visitors will be encouraged to park once and visit more than one tenant by walking.
- Parking in surface lots will be fenced and screened and be small lots.
- Structured parking will be wrapped with retail-oriented uses on the ground floor with minimal vehicular interruption on the main streets.



Initially, the guiding principles will be developed by Kimley-Horn and submitted to Village staff for review. Ultimately, they will be discussed in a collaborative session during the team workshop.



After the Park+ and traffic base models have been created and the guiding principles drafted, we will convene a team workshop. This will be a four- to six-hour brainstorming meeting during which team members will

propose concept plans for the site and others will critique, comment, and make recommendations. The intent of the workshop is to agree on the guiding principles and establish certain planning level concepts that are based on those guiding principles. We will be prepared to interactively run the Park+ and traffic models during the workshop to test and compare various concept plans for parking and traffic demand as the scenarios are presented.

The fee for the Guiding Principles and Team Workshop task will be a lump sum of \$12,000.

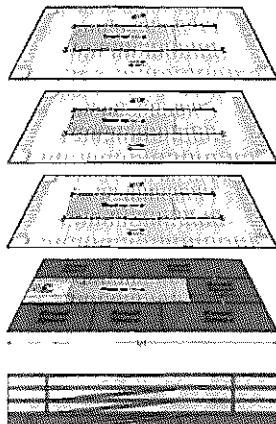
TENANT MEETINGS

As development proposals are received, various meetings can be arranged, primarily with Timothy Blum, Kimley-Horn, and potential tenants. We will attend these tenant meetings as requested by the Village and be prepared to run the Park+ and traffic base models to test the implications of the various development plans proposed by the tenants and discuss the resulting impacts. In preparation of these meetings, we will also complete any research or interim analyses as requested by the Village.

The uncertain nature of the Tenant Meetings task requires that it be paid on an hourly basis, with the specific scope of the task (number of meetings, number of staff, preparation and follow-up required, etc.) to be determined. Our current hourly rates are outlined in the Fee and Expenses section at the end of this document.

PLAN DEVELOPMENT

Alternative plans will be developed by Kimley-Horn that are based in the guiding principles and incorporate the results of the team workshop and tenant meetings. These alternative plans will incorporate direction from Village staff and Timothy Blum but will be primarily developed as a way to test planning alternatives and concepts that have not been considered by tenants. The alternative plans will adopt a comprehensive site-wide perspective to "think outside the box" and incorporate the best elements of other plans previously reviewed.



In conjunction with the development of the alternative plans we will develop a set of typical parking structure layout templates for use in locating parking facilities. We will investigate where on the site these parking templates can fit and how they can be incorporated into the development plan. We will consult the information from the parking demand hot spots from Park+.

Conceptual sketches will be developed for the alternative plans, and the Park+ and traffic base models will be run to determine anticipated parking and traffic demand for the site. Ultimately, once a preferred development scenario is selected, the Park+ and traffic model outputs can be referenced to perform capacity and other analyses necessary to refine recommendations and secure appropriate jurisdictional approvals.

The uncertain nature of the Plan Development task requires that it be paid on an hourly basis, with the specific scope of the task to be determined. Our current hourly rates are outlined in the Fee and Expenses section at the end of this document.

OTHER CONSULTANT SERVICES

We anticipate additional consultant services may be necessary to support the Village's development team as the project progresses. We envision scoping these tasks at the time of the request and providing our services on an hourly or lump sum basis, as appropriate. These may include:

- Representation at additional meetings such as Village Board of Trustees and Plan Commission
- Intersection capacity (level of service) analysis
- More detailed functional layout of parking areas (including parking structures) and recommended access
- Technical reporting of parking and traffic impacts

FEES AND EXPENSES

As summarized above, Kimley-Horn will perform some tasks on a lump sum basis (inclusive of expenses).

Kimley-Horn will perform other tasks as authorized by the Client on an hourly basis plus expenses. As presented in the proposal submitted to the Village, the hourly rates for professionals working on this project will be based on the fee schedule shown below.

Staff	Hourly Rate
Principal	\$275
Senior Professional	\$185
Professional	\$150
Analyst	\$100
Support	\$75

As to the hourly tasks, direct reimbursable expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly.

BUSINESS ORGANIZATION:

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

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

Corporation: State of Incorporation: North Carolina
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.

Kimley-Horn and Associates, Inc.
Business Name

(Corporate Seal)


Signature

Brian D. Yarwak
Print or type name

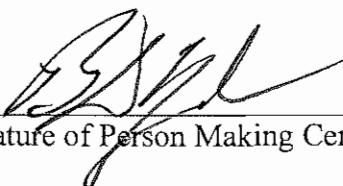
Regional Business Manager
Title

12/17/13
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Brian D. Yarnal, being first duly sworn certify and say that I am Regional Business Manager of Kimley-Horn and Associates, Inc., the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 17 Day
of December, 2013

Kimberly Farhood
Notary Public

Fairfax County, VA



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, Brian D. Yarnal, having submitted a proposal for Kimley-Horn and Associates, Inc.
(Name) (Name of Contractor)

for Main Street District Traffic/Parking Consulting to the Village of Orland Park, hereby
(General Description of Work Proposed on)

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

By:



Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 17 Day
of December, 2013

Kimberly Farhood
Notary Public

Fairfax County, Va



EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

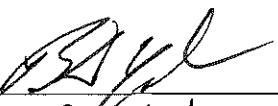
- A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

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

ACKNOWLEDGED AND AGREED TO:

BY: 

ATTEST: 

DATE: 12/17/13

TAX CERTIFICATION

I, Brian D. Yarnal, having been first duly sworn depose and state as follows:

I, Brian D. Yarnal, am the duly authorized agent for Kimley-Horn and Associates, Inc., which has

submitted a proposal to the Village of Orland Park for

Main Street District Traffic/Parking Consultant
and I hereby certify
(Name of Project)

that Kimley-Horn and Associates, Inc.
is not

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

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

By: 

Title: REGIONAL BUSINESS MANAGER

Subscribed and Sworn To

Before Me This 17 Day
of December, 2013

Kimberly Farhood
Notary Public

Fairfax County, Va



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

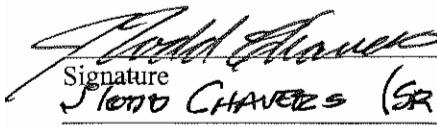
PROFESSIONAL LIABILITY

\$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 11th DAY OF December, 20 13


Signature
Steven Chavers (SVP)

Printed Name & Title

Authorized to execute agreements for:
KIRKLEY-HORN AND ASSOC. INC.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2013

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	Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Jerry Noyola
		PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082 E-MAIL: jerry.noyola@greyling.com
INSURED		INSURER(S) AFFORDING COVERAGE NAIC #
Kimley-Horn and Associates, Inc. P.O. Box 33068		INSURER A National Union Fire Ins. Co. 19445
Raleigh NC 27636		INSURER B Commerce & Industry Insurance 19410
		INSURER C New Hampshire Insurance Company 23841
		INSURER D Lexington Insurance Company 19437
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: 13-14 (Kimley Mindy) 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	ADBL SUBR INSR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE X OCCUR X Contractual Liability		GL 9645227	4/1/2013	4/1/2014	DAMAGE TO RENTED PREMISES (ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 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 X LOC						
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (ea accident) \$ 1,000,000	
	X ANY AUTO ALL OWNED AUTOS	SCHEDULED AUTOS	CA 4982985	4/1/2013	4/1/2014	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	X HIRED AUTOS	X NON-OWNED AUTOS					
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB	CLAIMS-MADE				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
	DED X RETENTION \$ 10,000		BE 016395110	4/1/2013	4/1/2014		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 018112556	4/1/2013	4/1/2014	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		016017332	12/1/2012	4/1/2014	Per Claim \$ 2,000,000 Aggregate \$ 2,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Main Street District Traffic/Parking Consultant; Fred Schwartz. The Village of Orland Park, their respective officers, trustees, directors, employees & agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

CANCELLATION

The Village of Orland Park Denise Domalewski 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 David Collings/JERRY <i>David H. Collings</i>