

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

www.orland-park.il.us



VILLAGE HALL

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

May 29, 2012

Mr. Keith Demchinski
Norris Design IL, LLC
540 Duane Street
Glen Ellyn, Illinois 60137

RE: NOTICE TO PROCEED
Centennial Park (Kevin Hertz Playground) Re-Design

Dear Mr. Demchinski:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, and insurance documents in order for work to commence on the above stated project as of May 23, 2012.

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

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

For your records, I have enclosed one (1) original executed contract dated May 22, 2012 in an amount not to exceed Four Thousand Two Hundred and No/100 (\$4,200.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

Encl:

cc: Frank Stec

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Daniel J. McLaughlin

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May 22, 2012

Mr. Keith Demchinski
Norris Design IL, LLC
540 Duane Street
Glen Ellyn, Illinois 60137

NOTICE OF AWARD – Centennial Park Re-Design

Dear Mr. Demchinski:

This notification is to inform you that the Village of Orland Park has approved awarding Norris Design IL, LLC the contract in accordance with the proposal you submitted dated February 27, 2012, the re-design of Centennial Park for an amount not to Four Thousand Two Hundred and No/100 (\$4,200.00) Dollars.

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

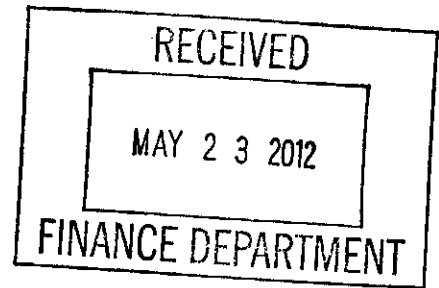
1. Enclosed is the Contract for Centennial Park Re-Design. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Submit a Certificate of Insurance from your insurance company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

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

Sincerely,
Denise Domalewski
Contract Administrator

cc: Frank Stec

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



This Contract is made this **22nd day of May, 2012** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Norris Design IL, LLC (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Request for Proposals dated February 14, 2012

The Instructions to Proposers

This Contract

Professional Engineering Services General Terms and Conditions

The Proposal dated February 27, 2012, as it is responsive to the VILLAGE'S RFP requirements

All Certifications required by the Village

Certificates of insurance

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

Provide professional engineering services for the re-design of Centennial Park (Kevin Hertz Playground), including replacement of rubber surface and playground equipment. Play unit must be 100% ADA accessible in the existing area. Bid phase and construction oversight are not included in this contract. See proposal for complete scope of work as requested by the Village of Orland Park

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

TOTAL COST: an amount not to exceed Four Thousand Two Hundred and No/100 (\$4,200.00) Dollars

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of execution. The WORK shall commence upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by July 31, 2012. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

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

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

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

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

To the VILLAGE:

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

To the CONTRACTOR:

Keith Demchinski
Norris Design IL, LLC
540 Duane Street
Glen Ellyn, Illinois 60137
Telephone: 630-547-9372
Facsimile: 630-790-2204
e-mail: kdemchinski@norris-design.com

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

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

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

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

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

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

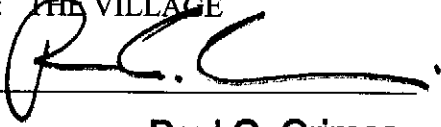
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

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

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

FOR: ~~THE~~ VILLAGE

By: 

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 5/25/12

FOR: THE CONTRACTOR

By: 

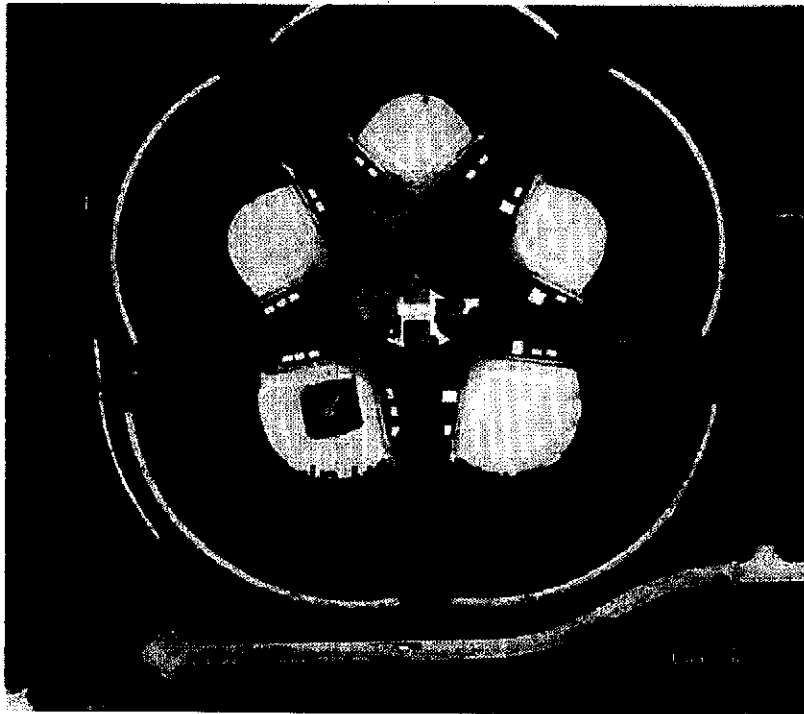
Print Name: KEITH DEMICHINSKI

Its: PRINCIPAL

Date: 5/22/12

EXHIBIT B
Aerial View of Parks

Centennial Park (Kevin Hertz Playground)
15600 West Avenue



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NORRIS DESIGN IL, LLC

By:  5/22/12
Officer Date

Print Name: KEITH DEMCHINSKY

VILLAGE OF ORLAND PARK

By:  5/25/12
Officer Date

Paul G. Grimes
Print Name: Village Manager

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February 27, 2012

Mr. Frank Stec
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462



Re: Village of Orland Park, Illinois Park Design and Engineering

Dear Mr. Stec:

Norris Design and **V3 Companies** are pleased to submit for your consideration, our team's qualifications and proposal to provide landscape architecture and civil engineering services for the Park Design and Engineering Request for Proposals for Centennial Park and Sunny Pine Park playground renovations and Colette Highland Park development. Our response is based on our extensive experience providing similar services for park projects. We are confident we can bring a high level of thoughtfulness, design and commitment that will ultimately meet and exceed your goals and create several top-notch parks for the residents of Orland Park to enjoy.

Norris Design, established in 1985, is a full-service planning and landscape architecture firm with six offices nationally and a division dedicated specifically to parks and recreation. Our talented staff includes park and recreation professionals, landscape architects, planners, graphic designers and marketing specialists that have provided site specific design and construction plans for Park and Recreation agencies throughout the country. We provide a balanced, comprehensive approach to design and planning and understand the value of our client's investment and the strong desire to enhance the community each park serves. Norris Design is recognized as creative and conscientious design professionals; the firm that gets projects designed, approved and built on time and within budget.

Joining Norris Design in our efforts to develop innovative park designs is V3 Companies, a multi-disciplinary engineering firm with vast experience in both the civil design and construction of park projects throughout Illinois. Like Norris Design, V3 has extensive experience working in Orland Park and understands the high-quality design standards expected by the Village. V3 will serve as the project engineer and will provide the civil engineering services necessary for Colette Highland Park.

We feel that our team's collective park and recreation design experience, our ability to work well with public entities and our approach will provide the value and results you are seeking. If you have any questions or require additional information, please contact me at 630.547.9372. We look forward to discussing our qualifications in greater detail in the near future and how we can utilize our experience to your best advantage.

Sincerely,



Keith Demchinski, LEED® AP
Principal in Charge
Norris Design

Norris Design

530 Duane Street

Glen Ellyn, IL 60137

630.547.9372

kdomchinski@norris-design.com

Number of Employees

46 full-time staff members nationally

Principal in Charge

Keith Domchinski, LEED® AP

Project Manager

Ellen Schmidt, RLA, LEED® AP

Landscape Architect

Brad Haigh, RLA

Norris Design, established in 1985, is a leading worldwide strategic partner in planning, landscape architecture and project promotion, creating value for our clients by combining excellent service with innovative and implementable solutions. Our talented staff of professionals provide a wealth of expertise in many areas including park and recreational planning and design, community and amenity-based planning, landscape architecture, mixed-use master planning, urban design, environmental design, marketing, visual communications and new media. With offices located in Chicago (IL), Denver (CO), Austin (TX), Frisco (CO), Phoenix and Tucson (AZ), we have the experience and utilize our resources to ensure that each client receives innovative solutions and service beyond expectations.

We approach each project by understanding the needs and goals of the client and formulating a team best suited to ensure its success. We cultivate relationships. We utilize a planning and design process that breeds innovative solutions. We are sensitive to the environment and encourage principles of sustainability and the preservation of natural resources. We listen to our clients to ultimately provide the best overall value to them through the continued expansion of our expertise and by providing the highest quality service. Working closely with the client, we establish a plan and strategy that best utilizes what is available to the agency and community. Our team includes park and recreation professionals who recognize the importance of emphasizing the organization of spaces based on the needs of social interaction, public/private cooperation, environmental factors, economic influences and visual perception.

Experience Working With Public Agencies and Diverse Communities

The Norris Design team has a long, successful history of providing municipalities across the country with quality park and recreation planning services. By working collaboratively with clients, we are able to achieve desired outcomes. We value our ability to work with the public, government staff and elected officials to ensure our master planning efforts, public engagement meetings, feasibility studies, natural resource/open space plans, surveys and graphic design services provide the answers our clients need. We have a proven track record of realistic budgeting and scheduling as well as positive working relationships with numerous jurisdictions, agencies and consulting groups.

Our team includes individuals with experience in public sector parks and recreation management. We feel this experience is invaluable and can provide you with individuals that have a system-wide knowledge from the ground up and a unique understanding of the political dynamics that can foster planning success now and in the future. From conceptual design through construction documents and into construction, the Norris Design Team offers a professional team that the Village of Orland Park can count on.

Over the years, Norris Design has differentiated itself from our competitors in many different ways, not the least of which is quality. Norris Design is the only landscape architecture firm that can answer the question, "Is it implementable?"

We provide services and solutions that are innovative, yet grounded in reality. The results can be built and built well. Our design and development vision, plans and documents.

When asked, "Is it implementable?"
Norris Design can answer "yes" every time.

Financial Responsibility

Norris Design has been a member of First Bank since 2004. During this time, Norris Design has handled all accounts in a responsible and professional manner. The business has maintained an average deposit balance in the mid six figures over the course of the past year. Please contact Alan Robinson, Executive Vice President for any questions at 303.405.1740.

KEITH DEMCHINSKI, LEED® AP, PRINCIPAL

Project Role: Principal in Charge



Keith Demchinski has over ten years of experience in several facets of the development process which include community planning, parks planning, comprehensive master planning, design guidelines and streetscape plans, feasibility analysis and urban design. Keith's landscape architectural experience includes leading multi-faceted consultant teams from concept design through construction of community parks, commercial office, mixed-use and high density residential projects throughout the county.

Over the past several years, Keith has focused on the planning and landscape design of a diverse mix of project types throughout the Midwest. Practical, innovative, environmentally responsible solutions are the cornerstone of Keith's designs. Keith's experience, both as a designer and project manager has provided him the understanding of maximizing a site's value and opportunities through successful partnerships and communication.

Keith oversees the operations of the Chicago office and is recognized for his enthusiasm and ability to offer creative planning solutions throughout all phases of the project development to ensure that all projects are consistent with the vision of our clients.

Education

Bachelor of Arts, Landscape Architecture, Michigan State University, 2001

Study Abroad, England and Spain, 2000

Professional Accreditation

LEED® Accredited Professional

Project Experience

143rd and LaGrange Road Streetscape, Orland Park, IL

Ravinia Avenue Streetscape, Orland Park, IL

Kruml Park, Clarendon Hills, IL

Dunbar Park, Chicago, IL

Copper Springs Park, Elgin, IL

Centennial Park, Blue Island, IL

Fr. Sylvester Park, Blue Island, IL

Burnham Park, Chicago, IL

Mather Park, Chicago, IL

Sumac Park, Chicago, IL

Homan Park, Chicago, IL

McCollum Park, Downers Grove, IL

Paulus Park Phase II OSLAD Grant, Lake Zurich, IL

Lake Zurich Park and Recreation Master Plan, Lake Zurich, IL

Green Park, Michigan City, IN

Lakewood Springs Community Park, Plano, IL

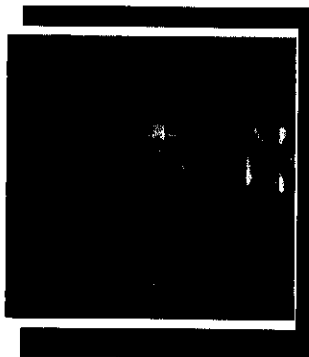
Sierra Ridge Community Park, Douglas County, CO

Awards and Recognition

ASLA Illinois Merit Award, *Dunbar Park*, 2011

Project Role: Project Manager

Project Role: Project Manager



Ellen's management of design departments has included scheduling and assigning new projects while additionally creating proposals, contracts, and budgets for client approval. Her organizational skills and project management experience are a great benefit to clients and consultants which allow her to coordinate and complete projects efficiently.

Bachelor of Landscape Architecture, Iowa State University
Bachelor of Environmental Science, Iowa State University
Semester Abroad, Queensland University of Technology, Brisbane, Australia

Bachelor of Landscape Architecture, Iowa State University
Bachelor of Environmental Science, Iowa State University
Semester Abroad, Queensland University of Technology, Brisbane, Australia

Norris Design, Chicago, IL, 2011 - Present
Kinsella Landscape, Blue Island, IL, 2010 - 2011
Mariani Landscape, Lake Bluff, IL, 2008 - 2009
DHM Design, Denver, CO, 2004 - 2007

Norris Design, Chicago, IL, 2011 - Present
Kinsella Landscape, Blue Island, IL, 2010 - 2011
Mariani Landscape, Lake Bluff, IL, 2008 - 2009
DHM Design, Denver, CO, 2004 - 2007

Licensed Landscape Architect, Illinois, 157001433
LEED® Accredited Professional

Licensed Landscape Architect, Illinois, 157001433
LEED® Accredited Professional

ASLA Illinois, Fellowship Committee Chair, March 2011 - Present

ASLA Illinois, Fellowship Committee Chair, March 2011 - Present

143rd and LaGrange Road Streetscape, Orland Park, IL
Ravinia Avenue Streetscape, Orland Park, IL
Sumac Park, Chicago, IL
Ronald McDonald House Rooftop Garden, Chicago, IL
Woodlawn Avenue Streetscape, Chicago, IL
Little Company of Mary Medical Office Building, Oak Lawn, IL*
The Corporate Reserve, Phase II, St Charles, IL*
The Seneca Hotel, Chicago, IL*
Prairie Junior High School, Alsip, IL*
Lane Elementary School, Alsip, IL*
Plymouth Place Rooftop Terrace, La Grange Park, IL*
Elmhurst Memorial Hospital, Elmhurst, IL*
Copper Mountain Resort Master Plan, Copper Mountain, CO*
Winter Park Village Core, Winter Park, CO*
**while at previous firm*

143rd and LaGrange Road Streetscape, Orland Park, IL
Ravinia Avenue Streetscape, Orland Park, IL
Sumac Park, Chicago, IL
Ronald McDonald House Rooftop Garden, Chicago, IL
Woodlawn Avenue Streetscape, Chicago, IL
Little Company of Mary Medical Office Building, Oak Lawn, IL*
The Corporate Reserve, Phase II, St Charles, IL*
The Seneca Hotel, Chicago, IL*
Prairie Junior High School, Alsip, IL*
Lane Elementary School, Alsip, IL*
Plymouth Place Rooftop Terrace, La Grange Park, IL*
Elmhurst Memorial Hospital, Elmhurst, IL*
Copper Mountain Resort Master Plan, Copper Mountain, CO*
Winter Park Village Core, Winter Park, CO*
**while at previous firm*

*while at previous firm

BRAD HAIGH, RLA, SENIOR ASSOCIATE

Project Role: Landscape Architect



Brad Haigh joined Norris Design as a Landscape Architect and Community Planner in 2001 and has been involved in a variety of projects ranging from high density housing to planning traditional neighborhood designs. Brad's responsibilities have included master planning, preliminary site design, landscape design and the preparation and processing of planning and construction documentation.

Brad is committed to the creative and functional design process of establishing place and design identity. He has diverse experience and growing sense of land distribution strategies. Brad has the ability to coordinate a project to the end with quality built projects as a direct result. In addition, Brad is dedicated to designing every project to a set of standards that are highly attractive to the client, cost-effective and appealing to the jurisdiction in which he's working in to assure that the plan earns approval.

Education

Bachelors of Landscape Architecture, Iowa State University, Ames, IA, 2001
Iowa State University, Boston Studio, 2000
Stephen Covey Leadership Institute, 2001

Experience

Norris Design, Denver, CO, 2001 - 2006; 2011 - Present
Norris Design, Chicago, IL, 2006 - 2011
Shive Hattery, Des Moines, IA, 2000 - 2001
Iowa State University Extensions, Ames, IA, 1998 - 2000

Professional Accreditation

Registered Landscape Architect, Colorado #LA-633

Project Experience

143rd and LaGrange Road Streetscape, Orland Park, IL
Ravinia Avenue Streetscape, Orland Park, IL
Kruml Park, Clarendon Hills, IL
Dunbar Park, Chicago, IL
Copper Springs Park, Elgin, IL
Centennial Park, Blue Island, IL
Fr. Sylvester Park, Blue Island, IL
Burnham Park, Chicago, IL
Mather Park, Chicago, IL
Sumac Park, Chicago, IL
Homan Park, Chicago, IL
McCollum Park, Downers Grove, IL
Paulus Park Phase II OSLAD Grant, Lake Zurich, IL
Lake Zurich Park and Recreation Master Plan, Lake Zurich, IL

Awards and Recognition

ASLA Illinois Merit Award, *Dunbar Park*, 2011

GREGORY V. WOLTERSTORFF, PE, DIRECTOR OF NATURAL RESOURCES

Project Role: Civil Engineering Oversight

Greg Wolterstorff, Director of Natural Resources, is responsible for the day-to-day operations of this diverse practice area providing ecological design and water resources services. His responsibilities include managerial oversight of the Natural Resources team and direct supervision of complex water resources projects. Greg is passionate about meeting V3 client needs with creativity, sustainability and practical solutions.

Greg has over 15 years of experience in civil engineering with an emphasis in water resources. His experience includes providing project management to Orland Park for the Basin Best Practices Program which evaluated 24 stormwater basins, including Collette Highlands Basin, for recommended improvements. Through this project, Greg has become familiar with Orland Park standards and built a relationship with the Orland Park staff.

Education

Masters of Business Administration, DePaul University Kellstadt Graduate School of Business

Bachelor of Science, Civil Engineering, Calvin College

Experience

V3 Companies, 1997 - Present

Professional Accreditation

Professional Engineer, Illinois, #062-054603

Project Experience

Basin Best Practices Program, Orland Park, IL – Project Manager for this pro-active stormwater program. Greg provided assessment of 24 existing stormwater basins, preparation of restoration/maintenance recommendations, and development of Proposed Management Plans and cost estimates for implementation. In addition, V3 created four newsletter issues, called the Basin Bulletin, which announced the new Basin Best Practices Program and educated the Orland Park residents on best living practices for protecting stormwater quality. The recommended Proposed Management Plans were selected by the Village for implementation on four of the highest priority stormwater basins. V3 was subsequently selected as the design/build contractor to complete the recommended improvements at these four priority basins.

Maryknoll Park ADA Path Connection, Glen Ellyn, IL – Project Manager for the ADA evaluation and path connection project for Glen Ellyn Park District. The District worked with adjacent private townhome community to interconnect the private trail system and the Maryknoll Park trail system. A few sections of the private trail required re-design and re-construction in order to meet ADA compliance for this project.

Lake Ellyn Dam Inspection Report, Glen Ellyn, IL – Project Manager for the Glen Ellyn Park District to complete the Dam Inspection Report for the Lake Ellyn Dam. Services included visual inspection and recommendations for dam structure stability and improvements. Greg also prepared the Dam Inspection Report which was submitted to IDNR-OWR as part of the regular maintenance requirements of this structure.

Chicago Premium Outlets, Aurora, IL – Project Manager of this 143-acre project that includes design and construction of 80 acres of floodplain/wetland mitigation that will be turned over to the Kane County Forest Preserve District. Approximately 300 acre-feet of floodplain storage for the Chicago Premium Outlets will be provided in the wetland and floodplain complex to benefit the Indian Creek watershed. Along with the overall project management, Greg was directly responsible for the existing and proposed hydrologic and hydraulic modeling of the Indian Creek watershed that passes through the subject property, design of the stream restoration plan, and design of the wetland mitigation areas to meet all permit criteria.

CHRIS HANCHETT, PE, CFM, LEED® AP

Project Role: Design Engineer

Chris is responsible for the site infrastructure design and permitting for commercial and residential developments. Primary responsibilities include preparing site feasibility reports, design of site grading and earthwork analysis, design of utility systems, design of site access, and design and analysis of stormwater management systems. He coordinates permitting submittals to obtain permits, and provides coordination with internal and external design team members.

Education

Bachelor of Science in Civil Engineering, Calvin College

Experience

V3 Companies, 2007 - Present

Professional Accreditation

Professional Engineer, Illinois, #062-063179

Certified Floodplain Manager, #IL-09-00475

LEED® Accredited Professional

Project Experience

Nike Sports Complex & Nike Site Extension, Naperville, IL – Design Engineer for the 23-acre Nike Extension site and a redevelopment of the existing 20-acre Nike Sports Complex. The athletic facility improvements included one lighted "premier" athletic field with synthetic field turf and bleacher seating, four soccer fields, six tennis courts, three basketball courts and two practice athletic fields. Project improvements also included a 200-stall parking lot (expandable to 300 stalls), a Park Support Services building, restroom facilities, a 6000-square-foot playground area, and 3000 feet of bike trail. Stormwater detention for the site will be provided in a dry-bottom detention facility, which will serve a dual function as two practice athletic fields. Stormwater conveyance costs were minimized by providing surface conveyance throughout the site and eliminating storm sewers. V3's design resulted in the preservation of a natural stand of trees along the west property line to serve as a buffer for adjacent residential properties.

Sunset Knoll Park, Lombard, IL – Design Engineer for improvements to the existing 37 acre park with OSLAD grant assistance. The total project budget is just over \$1,000,000 and design and permitting will be in 2010, with construction anticipated to start in 2010. Strategic grading adjustments will allow the park district to maximize utilization of the property by directing stormwater runoff to a new open water detention basin and an expanded existing on-site basin. The stormwater management program provided by V3 will increase the recreational value of areas previously susceptible to frequent flooding, and will meet the requirements of DuPage County and IDOT. Included in the project are improvements to the baseball field dugout areas, a new basketball court/hockey rink, pavilion, spray pad, baggo courts, two regarded athletic fields, and over one mile of pedestrian trails.

Centennial Beach Bathhouse, Naperville, IL – Design Engineer for an improvement to the existing Beach Bathhouse, which lies within an existing regulatory 100-year floodplain. The project focused on analyzing the impacts of the conceptual project improvements on the floodplain and to assess development restrictions per the DuPage County Stormwater and Flood Plain Ordinance. Another key challenge is meeting an aggressive design and construction schedule: Preliminary and final design services are to be completed within four months and construction is scheduled to be completed within 16 months from Notice to Proceed. Proposed improvements include modifying the existing parking lot entrance and expanding the existing parking lot; creating a bus drop-off lane; extending existing pedestrian paths, including ADA related improvements; and designing underground stormwater detention facilities, drainage and storm sewer improvements, and sanitary and water services for the proposed building additions.

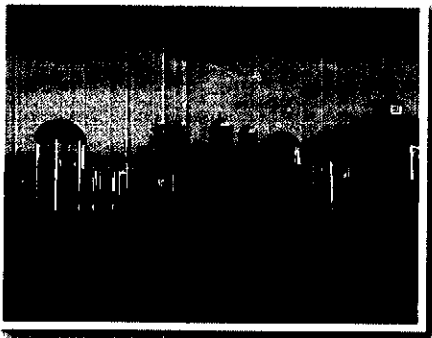
NORRIS DESIGN PROJECT EXPERIENCE



Dunbar Park

Norris Design provided landscape architectural and master planning design services for Dunbar Park, a 20-acre regional park located northwest of the 31st Street and Martin Luther King Jr. Drive intersection in Chicago, Illinois. Phase 1 of the park improvements include a renovated playground, a spray pool feature, an amphitheatre, a plaza, both a sloped and passive reading lawn and formal gardens. Dunbar Park received a Merit Award in Design from ASLA Illinois.

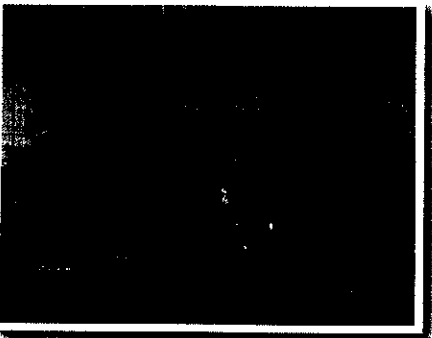
Client: Chicago Park District



Copper Springs Park

Norris Design worked with the City of Elgin Parks Department on the design development and construction documentation for a 5-acre neighborhood park in the Copper Springs community. The program for the park includes a playground, basketball court, picnic tables, benches, a gazebo, a plaza area and a multi-purpose playfield.

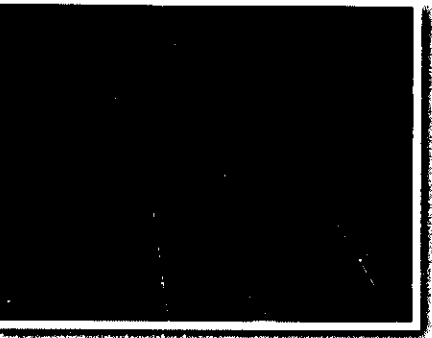
Client: City of Elgin Parks Department



Kruml Park

Norris Design is currently in the construction document phase of a 2.5 acre community park located at 55th Street and Western Avenue in Clarendon Hills, Illinois. Norris Design has lead a team of consultants from schematic design through construction documentation. We will also consult with the Park District for the bidding and contractor selection prior to commencement of construction. The park, when completed, will contain a network of nature trails, multi-use athletic field, bio-swales, playground, shelter, parking and a basketball court.

Client: Clarendon Hills Park District

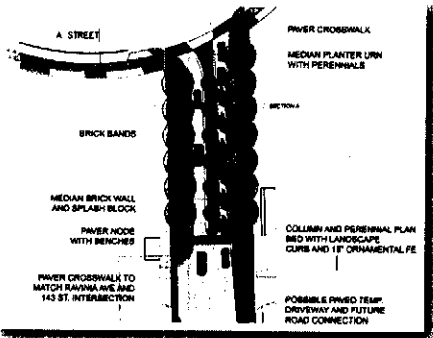


McCollum Park

Norris Design is providing landscape architectural and construction observation services for the design and implementation of McCollum Park, the largest and most used park in the Downers Grove park system. Proposed improvements include renovation to four baseball/softball fields with terraced seating, a baseball core plaza, shelter and restroom buildings and facilities, trails, monumentation, playground plaza and renovation, tennis plaza and hit wall addition, and enhanced landscaping. A "classic ballpark" theme has been carried out through the use of brick masonry walls and planters, I-beams, standing seam metal roofing, and custom x-bracing metal work used in the construction of ballparks in the early 20th Century.

Client: Downers Grove Park District

Subject Experience

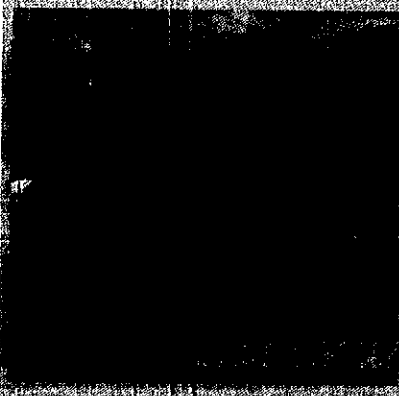


Client: Village of Orland Park





Noteworthy Projects



BASIN BEST PRACTICES ASSESSMENT & RESTORATION PROGRAM, ORLAND PARK, ILLINOIS

CLIENT: VILLAGE OF ORLAND PARK

Project Characteristics

- The project sprung from the Village having identified 24 of its stormwater basins as high priority in terms of their having degraded basin conditions (vegetation, erosion and scour), poor water quality, unappealing appearance, high public use and/or a key location within the Village
- V3 identified that ongoing maintenance by Village staff was not slowing the degradation of the basins and recommended implementation of best practices to result in a sustainable basin maintenance program, reduced operational costs, and effective use of limited resources
- A proposed management plan was created for each of the 24 basins, focusing on stewardship of natural areas, expansion of shoreline buffer areas, stabilization and restoration of eroding areas and operational changes that could be implemented by the Village's Public Works staff
- V3 provided contractor level cost estimates to help the Village prioritize the \$500,000 budget allocated for these priority basins
- The Village selected V3 to complete design/build restoration of the four highest priority basins
- V3 is re-shaping pond banks, installing native prairie seed and blanket, planting native plugs, repairing basin outlet functions and providing three years of maintenance on these critical basins
- V3 also created "The Basin Bulletin," a four-edition educational newsletter to be distributed to Village residents that described the unique stormwater program and educated residents on their role in improving water quality in their neighborhoods

V3 Services

- Stream Restoration & Bank Stabilization Design/Build & Management
- Erosion & Sediment Control Design, Inspection & Management
- Natural Area Planting Design, Specification, Construction & Monitoring
- Cost Estimating Services
- Design/Build Services
- Ecological Construction & Restoration
- Self-Performed Earthwork
- Best Management Practices Education & Newsletter Creation

MARYKNOLL PARK ADA PATH CONNECTION, GLEN ELLYN, ILLINOIS

CLIENT: GLEN ELLYN PARK DISTRICT

Project Characteristics

- V3 worked with the Glen Ellyn Park District to evaluate the ability to interconnect the trail system of Maryknoll Park and the adjacent townhome community trail system
- Since the private community trail was not required to conform with ADA standards, there were a few sections of trail that needed to be re-designed and re-constructed
- V3 provided topographic survey to supplement the existing site topography with specific focus on the ADA problem areas
- V3 took into account the Village of Glen Ellyn's desire to protect and preserve mature trees, and provided design alternatives to avoid root damage and tree impact

V3 Services

- Topographic Survey
- ADA Compliance Review
- Path Design
- Final Engineering Documents



Noteworthy Projects



NIKE SPORTS COMPLEX & NIKE SITE EXTENSION, NAPERVILLE, ILLINOIS

CLIENT: DESIGN - NAPERVILLE PARK DISTRICT

Project Characteristics

- V3 conducted preliminary studies and design engineering for the 23-acre Nike Extension site and a redevelopment of the existing 20-acre Nike Sports Complex
- Athletic facility improvements included one lighted "premier" athletic field with synthetic field turf and bleacher seating, four soccer fields, six tennis courts, three basketball courts and two practice athletic fields
- Project improvements also included a 200-stall parking lot (expandable to 300 stalls), a Park Support Services building, restroom facilities, a 6000-square-foot playground area, and 3000 feet of bike trail
- Stormwater detention for the site will be provided in a dry-bottom detention facility, which will serve a dual function as two practice athletic fields
- Stormwater conveyance costs were minimized by providing surface conveyance throughout the site and eliminating storm sewers
- V3's design resulted in the preservation of a natural stand of trees along the west property line to serve as a buffer for adjacent residential properties

V3 Services

- Grading & Drainage Design
- Stormwater Management Design
- Water & Sewer Design
- Lighting Design
- Traffic Study
- Tree Preservation Plan
- Irrigation Study & Design
- Construction Cost Estimates
- Preparation of Preliminary Plat of Subdivision
- Preparation of Easement Documents
- Topographic Survey
- Public Meeting Attendance

SUNSET KNOLL PARK, LOMBARD, ILLINOIS

CLIENT: HITCHCOCK DESIGN GROUP

Project Characteristics

- This existing 37-acre park was improved with funding from an OSRAD grant
- Strategic grading adjustments will allow the Lombard Park District to maximize utilization of the property by directing stormwater runoff to a new open water detention basin and an expanded existing on-site basin
- The stormwater management program provided by V3 will increase the recreational value of areas previously susceptible to frequent flooding, and will meet the rigorous requirements of DuPage County and Illinois Department of Transportation
- Included improvements include upgrades to the baseball field dugout areas, a new basketball court/hockey rink, pavilion, spray pad, baggo courts, two regraded athletic fields and more than 1 mile of pedestrian trails
- Total project budget is just more than \$1 million with construction anticipated to start in 2010

V3 Services

- Permitting Strategy Assistance
- Grading Design & Earthwork Analysis
- Storm & Sanitary Sewer Design
- Water Main Design
- Stormwater Management Design & Permitting Assistance
- Illinois Department of Transportation Permitting Assistance



Noteworthy Projects

CENTENNIAL BEACH BATHHOUSE, NAPERVILLE, ILLINOIS

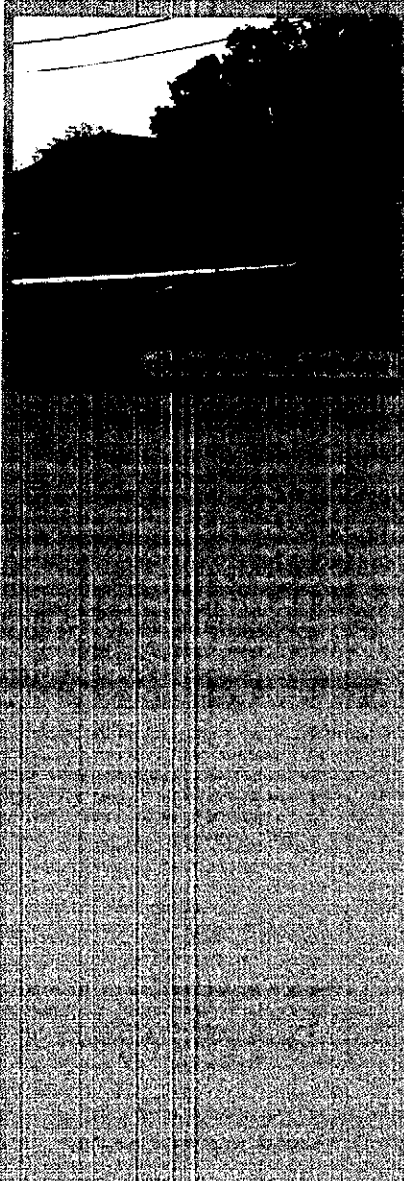
CLIENT: WILLIAMS ARCHITECTS/NAPERVILLE PARK DISTRICT

Project Characteristics

- As a part of the Centennial Beach Enhancement Plan, V3 was asked to provide civil engineering services for an improvement to the existing Beach Bathhouse, which lies within an existing regulatory 100-year floodplain
- The project focused on analyzing the impacts of the conceptual project improvements on the floodplain and to assess development restrictions per the DuPage County Stormwater and Flood Plain Ordinance
- Another key challenge is meeting an aggressive design and construction schedule: Preliminary and final design services are to be completed within four months and construction is scheduled to be completed within 16 months from Notice to Proceed
- Proposed improvements include modifying the existing parking lot entrance and expanding the existing parking lot; creating a bus drop-off lane; extending existing pedestrian paths, including ADA-related improvements; and designing underground stormwater detention facilities, drainage and storm sewer improvements, and sanitary and water services for the proposed building additions

V3 Services

- Floodplain Impact Review & Assessment
- Stormwater Management Design
- Drainage & Storm Sewer Design
- Parking Lot & Roadway Modification Design
- Erosion Control Design (including SWPPP Preparation) Grading Design
- Construction Document Preparation
- Quantity Takeoff & Cost Estimate Preparation
- Permitting Assistance
- Shop Drawing Review
- Construction Observation



PLANNING AND LANDSCAPE ARCHITECTURE SCOPE OF WORK

The Norris Design approach is applied to each project based on existing conditions and initial, client-identified project goals and objectives. The following steps are the keys to our success:

Discover → Evaluation → Vision → Design → Implementation

Each step of the overall approach is conducted using a thorough, quality assurance process that includes identifying objectives, accomplishing the intended action, internal team reviews and revision, internal team quality control and production of deliverables that provides information for decisions to be made and provides for future direction.

Task 1 – Project Kick-off

Norris Design and the project team shall meet with the Village of Orland Park Staff to discuss the proposed scope of work to create a detailed work plan and schedule. It will be important to clearly establish at the very outset of the planning and design effort, an understanding of the Recreation and Park Department's objectives as they relate to the development program, design intent and overall aesthetics of each park. Desired landscape amenities and site furnishings, materials, product types, color palettes, etc. will be discussed during this task to help facilitate future decisions as they pertain to landscape related elements and details.



Deliverables include:

1. One (1) kick-off meeting with the Project Team and Village Staff.

Task 2 – Data Collection and Review

Completed reports and documentation pertaining to the existing site conditions will be reviewed as a part of this task to ensure that all site data is analyzed prior to commencement of the project. One site visit of each park will be conducted to determine each site's opportunities and constraints, and to better understand the spatial relationship between the existing and proposed program elements. Each park will be thoroughly photographed and appropriately documented for reference of existing conditions throughout the design process.

Deliverables include:

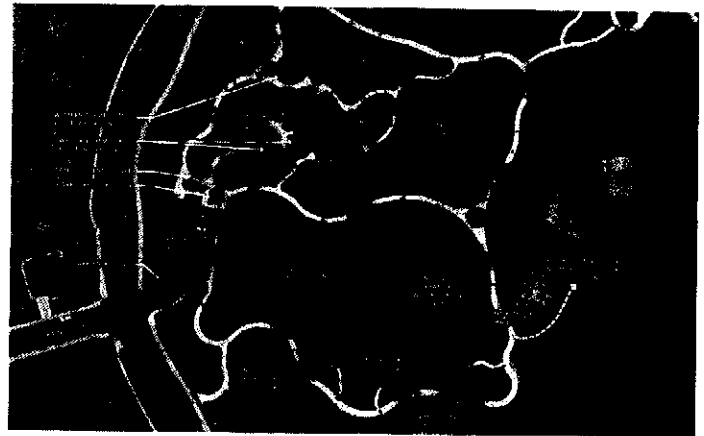
1. Review of existing reports and documentation of each park.
2. One (1) site visit of each park with Village Staff.
3. Preparation of Opportunities and Constraints inventory plan
4. Preparation of photography log for each park



PLANNING AND LANDSCAPE ARCHITECTURE SCOPE OF WORK

Task 3 – Preliminary Plans

After receiving an ALTA Survey in AutoCAD format for each park, Norris Design and V3 will work closely with the Staff in a collaborative format to prepare two preliminary plan concepts for each park based on public input from the Park Board, Staff and public meetings. The initial concept plans will be prepared by the Project Team with review by the Staff prior to presentation to the public and Board and will include a schematic level, color rendered concept plans including all existing (to remain) amenities and proposed amenities and design features.



In addition to color rendered site plans, play surface design, cross sections, elevations, precedent photos and rendered perspectives will be prepared to illustrate various design components and the character of each park. The Project Team will ensure compliance with ADA standards for each park.

Deliverables include:

1. Preparation of two (2) preliminary concepts for each park
2. Display Board for each park to include:
 - One (1) color rendered plan view
 - Up to two (2) perspective drawings
 - Up to one (1) elevation
 - Up to two (2) cross sections
 - Character/precedent photos
3. Two (2) team meetings
4. Two (2) coordination and/or progress meetings with Village Staff

Task 4 – Final Plans & Technical Specifications

Following approval to move forward with the final plans of each park, the Project Team will commence the Final Plan and Construction Document phase. A landscape plan will be prepared for Collette Highlands Park to include the location, type, size and quantities of all proposed plant material and site furnishings. The plans will be submitted to the Recreation and Park Department for review and comment as part of the Final Plan process. Following feedback from Staff, Norris Design will make recommended revisions to the plans prior to commencement of the Construction Documents.



PLANNING AND LANDSCAPE ARCHITECTURE SCOPE OF WORK

Norris Design and V3 will prepare documentation necessary to bid and construct all of the proposed improvements. Construction plans will be issued at 75% and 100% for review by Staff. Construction Documents shall include the details associated with site furnishings, shelters/gazebo structures, stormwater drainage, grading and drainage plans, hardscape materials, plant material type, size and quantities, and the detailed plan view design and dimensioning of all proposed improvements.

Color renderings will be prepared for the final design of each park and delivered as a display board for easy communication at public and stakeholder meetings. Additionally, technical specifications shall be prepared for all items that pertain to the site furnishing, hardscape and landscape components of the project.

Deliverables include:

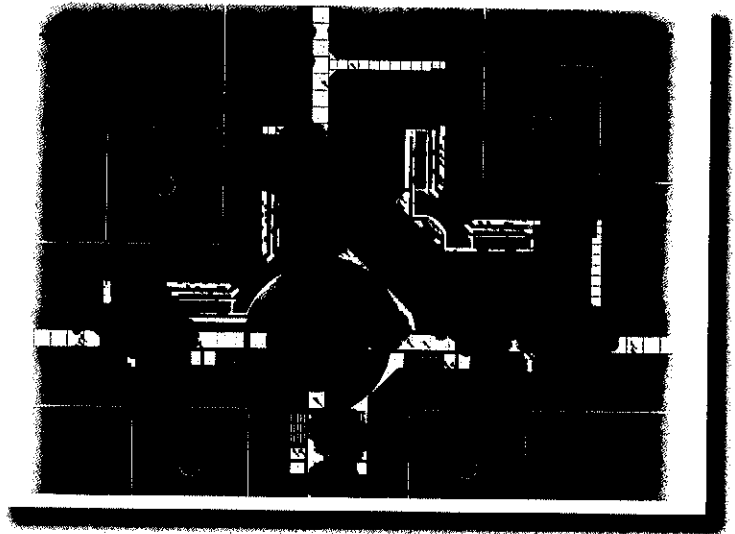
1. Preparation of landscape plan for Collette Highlands Park
2. Materials and Amenities Schedule (per park)
3. Develop necessary construction details
4. Grading and drainage plans
5. Construction Document submittals at 75% and 100%
6. Display Board to include color rendered site plan
7. Two (2) team meetings
8. Two (2) progress meetings with Village Staff
9. Technical landscape specifications

Task 5 –Public Meetings and Presentations

Attending meetings with the Stakeholders and public presentations at Park Board meetings is critical to the success of this project and strengthens the communication and public buy-in for park neighbors and vested stakeholders throughout the design process. Norris Design will attend and present design concepts and final design display boards at public meetings and/or Park Board meetings.

Deliverables include:

1. One (1) Preliminary Plan public hearing presentation
2. One (1) Final Plan public hearing presentation



PLANNING AND LANDSCAPE ARCHITECTURE SCOPE OF WORK

Task 6 - Bid Support

As a part of the bidding and construction phase of the project, Norris Design shall prepare all required bid tabulation, prepare necessary addenda and respond to contractor requests for information related to landscaping and Site furnishings.

Deliverables include:

1. Address contractor requests for information and prepare addenda.
2. Attend one (1) pre-bid meeting at a date and time agreed to by Village Staff.
3. Review completeness of bids and provide summary of landscape contractor references.
4. Attend one (1) project team meeting at a date and time agreed to by the Village for the duration of the Bidding Phase.
5. Obtain necessary permits for the construction of each park.

Future Services

Task 7 - Construction Administration

During the construction phase of the project, Norris Design shall be available to provide the following construction observation services including, but not limited to:

1. Construction progress meetings.
2. Coordinate field adjustments, as needed, to landscape during the construction process.
3. Review landscape contractor pay requests.
4. Review submittals for drawing/specification conformance.
5. Landscape walk-thrus and punchlists for substantial/final completion.
6. One (1) year landscape warranty walk-thru and completion.

Norris Design will conduct a total of five (5) site visits per park during construction supplemented by written progress reports and photos to be included as a part of this task.



NORRIS DESIGN AGREEMENT QUALIFICATIONS

A. Assumptions

The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we will require the following information:

1. Survey and/or accurate AutoCAD Base Plan
2. Topographic Survey
3. ALTA Survey (including existing utilities)
4. Aerial Photography
5. Project Construction Budget
6. Soils/Geotechnical Report

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Alta Survey
2. Surveying
3. Meetings (other than those identified within this agreement) will be charged on an hourly basis
4. Illustrative Graphics (other than those identified within this agreement)
5. Electrical Engineering
6. Structural Engineering
7. Mechanical Engineering
8. Traffic Engineering
9. Drainage systems as required.
10. Soil testing
11. Geotechnical Engineering

C. Definitions:

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	Norris Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents, and products made available by Norris Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item

NORRIS DESIGN AGREEMENT QUALIFICATIONS

TERMS AND CONDITIONS

A. Standard Terms

1. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Norris Design will invoice work on a monthly basis based on work completed.
4. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
6. Client agrees to pay all invoiced fees and costs within 30 days of billing.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
8. Past due invoices shall be assessed a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
11. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
12. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
13. All documents and products developed under this agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments or other third party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
14. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
15. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
16. Any documents or products developed under this agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
17. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.
18. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.

NORRIS DESIGN AGREEMENT QUALIFICATIONS

TERMS AND CONDITIONS

A. Standard Terms

19. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
20. Norris Design reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
21. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.
22. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

B. Standard Hourly Rates

Principal	\$100.00 - \$150.00/Hour
Senior Planner/Landscape Architect	\$80.00 - \$100.00/Hour
Planner/Landscape Architect	\$65.00 - \$80.00/Hour
Irrigation Designer/Auditor	\$65.00 - \$80.00/Hour
Graphic Designer	\$80.00 - \$90.00/Hour
Photographer	\$100.00/Hour
IT Specialist	\$90.00/Hour
Clerical	\$40.00/Hour

PROPOSAL SUMMARY SHEET

Park Design and Engineering

Project Name

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

Organization Name: Norris Design IL, LLC
Street Address: 540 Duane Street
City, State, Zip: Glen Ellyn, IL 60137
Contact Name: Keith Demchinski
Phone: (630) 547-9372 Fax: (630) 790-2204
E-Mail address: kdemchinski@norris-design.com
FEIN#: 26-1618831

<u>Description</u>	<u>Cost</u>
Centennial Park	\$ <u>4,200.00</u>
Sunny Pine Park	\$ <u>5,500.00</u>
Colette Highlands Park	\$ <u>25,500.00</u>

Signature of Authorized Signee: 
Title: Principal in Charge
Date: February 27, 2012

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

BUSINESS ORGANIZATION:

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

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

✓ LLC
_____ Corporation: State of incorporation: COLOPADO
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.

Norris Design IL, LLC

(Corporate Seal)

Business Name


Signature

Keith Demchinski

Print or type name

Principal in Charge

February 27, 2012

Title

Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

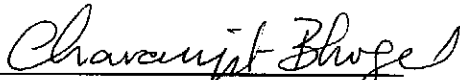
I, Keith Demchinski, being first duly sworn certify
and say that I am Partner
(insert "sole owner," "partner," "president," or other proper title)

of Norris Design IL, LLC, 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 27th Day
of February, 2012



Notary Public



SEXUAL HARASSMENT POLICY

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

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

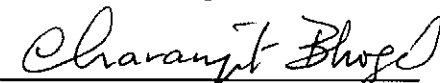
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

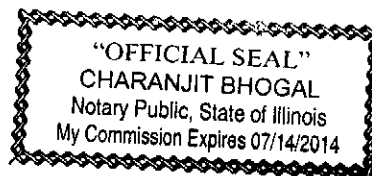
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

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

By: 
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 27th Day
of February, 2012


Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

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

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

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

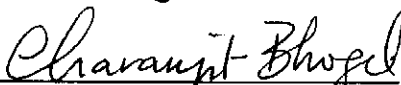
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed;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

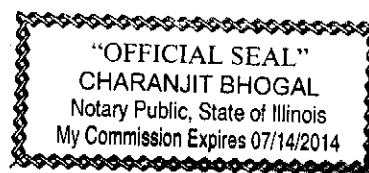
ACKNOWLEDGED AND AGREED TO:

BY: 

DATE: February 27, 2012

Subscribed and Sworn To
Before Me This 27th Day
of February, 2012


Notary Public



TAX CERTIFICATION

I, Keith Demchinski, having been first duly sworn depose and state as follows:

I, Keith Demchinski, am the duly authorized agent for Norris Design IL, LLC, which has submitted a proposal to the Village of Orland Park for Park Design and Engineering and I hereby certify
(Name of Project)

that Norris Design IL, LLC is not

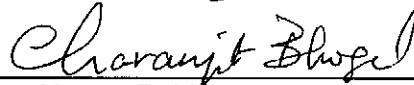
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

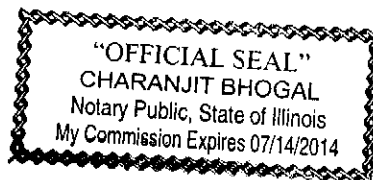
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

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: Principal in Charge

Subscribed and Sworn To
Before Me This 27th Day
of February, 2012


Notary Public



REFERENCES

(Please Print or Type)

ORGANIZATION

Village of Orland Park

ADDRESS

14700 S. Ravinia Ave.

CITY, STATE, ZIP

Orland Park, IL 60462

PHONE NUMBER

708-403-6155

CONTACT PERSON

Paul Grimes

DATE OF PROJECT

10/10 - Present

ORGANIZATION

Village of Downer's Grove

ADDRESS

2455 Warrenville Rd.

CITY, STATE, ZIP

Downers Grove, IL

PHONE NUMBER

630-963-1304

CONTACT PERSON

Todd Reese

DATE OF PROJECT

2/11 - Present

ORGANIZATION

City of Chicago Parks and Recreation

ADDRESS

541 N. Fairbanks Ct.

CITY, STATE, ZIP

Chicago, IL 60611

PHONE NUMBER

312-742-4650

CONTACT PERSON

Michael Lange

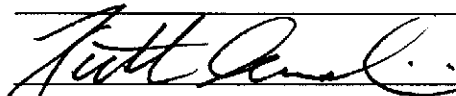
DATE OF PROJECT

3/09 - 8/12

Proposer's Name & Title:

Keith Demchinski, Principal in Charge

Signature and Date:



February 27, 2012

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

PROFESSIONAL LIABILITY

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

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

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

ACCEPTED & AGREED THIS 27 DAY OF February, 20 12



Signature
Keith Demchinski, Principal in Charge
Printed Name & Title

Authorized to execute agreements for:
Norris Design IL, LLC
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2011

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 Keller-Lowry Insurance Inc 1777 S Harrison St #700 Denver CO 80210		CONTACT NAME: Teresa Heupel PHONE (A/C No. Ext.): (303) 756-9909 FAX (A/C No.): (303) 756-8818 E-MAIL ADDRESS: icanhelp@kellerlowry.com																						
INSURED Norris Design, Inc. 1101 Bannock Denver CO 80204		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Hartford Casualty Insurance Co</td><td>29424</td></tr><tr><td>INSURER B</td><td>Hartford Fire Insurance Co</td><td>19682</td></tr><tr><td>INSURER C</td><td>Everest National Insurance Co</td><td>10120</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Hartford Casualty Insurance Co	29424	INSURER B	Hartford Fire Insurance Co	19682	INSURER C	Everest National Insurance Co	10120	INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 12-13E6011-12GL, AU, WC **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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BLKT ADDITIONAL INSURED ☒ BLKT WAIVER OF SUBRO	X	X	34SBAPF7452 PER SS00080405	11/5/2011	11/5/2012	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			34SBAPF7452 NO OWNED AUTOS	11/5/2011	11/5/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
	OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
							\$
							\$
B	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 ☒ Y	N/A	34WECTA1515 BLKT WAIVER OF SUBRO	11/5/2011	11/5/2012	☒ WC STATUTORY LIMITS ☐ OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	PROFESSIONAL LIABILITY			79AE000750-121	2/3/2012	2/3/2013	PER AGGREGATE / CLAIM \$1,000,000
	DED \$10,000						

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

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insured's on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The policies shall also contain a Waiver of Subrogation in favor of the Additional Insured's in regards to General Liability and Workers Compensation coverage's and this should also be stated on the COI.

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park 14700 S. Ravina Ave., 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 T Sibelius CIC CRM/TM