

Contract # 395

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2007-0677

Multi Year:

Amount \$18,500.00

Contract Type:

Professional Services

Contractor's Name:

Gifillan Callahan Nelson Architects

Contractor's AKA:

Execution Date:

12/10/2007

Termination Date:

9/30/2008

Renewal Date:

Department:

Administration/Village Manager

Originating Person:

Ellen Baer

Contract Description: Recreational Space Needs Analysis



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

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

December 12, 2007

Mr. Patrick Callahan
Gilfillan Callahan Nelson Architects
515 North River Street
Batavia, Illinois 60510

RE: *NOTICE TO PROCEED*
Recreational Space and Related Facilities Needs Analysis

Dear Mr. Callahan:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of December 7, 2007.

Please contact Ellen Baer at 708-403-6158 to arrange the commencement of the work.

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

For your records, I have enclosed one (1) original executed contract dated December 10, 2007 in an amount not to exceed Eighteen Thousand Five Hundred and No/100 (\$18,500.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Ellen Baer
Judy Konow

VILLAGE OF ORLAND PARK
(Contract for Professional Architectural Services)

This Contract is made this 10th day of December, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Gilfillan Callahan Nelson Architects (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

This Contract
The Terms and Conditions
The Proposal(s) as it is responsive to VILLAGE 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 architectural services to perform a recreational space and related facilities needs analysis for the VILLAGE, as further described in the "Work Plan and Schedule" section of the attached proposal dated September 7, 2007.

(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:

Eighteen Thousand Five Hundred and No/100 (\$18,500.00) Dollars, plus any reimbursable expenses incurred by the CONTRACTOR related to the WORK.

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 prior 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 execution of this contract and receipt of a Notice to Proceed and continue expeditiously from that date until final completion estimated to occur no later than September 30, 2008. This Contract shall automatically terminate one year from the date of execution, 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.

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:
Patrick Callahan
Gilfillan Callahan Nelson Architects
515 North River Street
Batavia, IL 60510
Cell Phone: 847-343-8217
Facsimile: 630-761-0594
e-mail: Patc@gcarch.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

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

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

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: *Ellen J. Baer*
Print Name: ELEN J. BAER
Its: Acting Village Manager
Date: 12/10/07

FOR: THE CONTRACTOR
By: *Patrick J. Callahan*
Print Name: PATRICK J. CALLAHAN
Its: VICE-PRESIDENT
Date: 11/30/07

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

PJ
Initial here if faxing



Scope of Architectural Services – Work Plan and Proposal

DATE: September 7, 2007

TO: Ms. Ellen Baer
Assistant Village Manager
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462

FROM: Pat Callahan, AIA, LEED-AP, Partner

RE: Existing Facility and Space Needs Study

Scope of Architectural Services:

Gilfillan Callahan Architects shall provide the following services per Owner's request:

- Analyze the best-fit office layout for both inside organization customer and outside customers. Determine any adjacency requirements between departments and the space needs of all elements that will be utilizing these Village facilities, and determine the specific family requirements needed to provide the best functional use, not only for the Parks and Recreation Departments, but for the public as well. Include an access/egress personnel traffic flow analysis for building occupants and customers, including ADA provisions and security.
- Analyze evaluate and recommend options for storage space requirements for all Parks equipment and Recreation programming equipment and supplies, either in the existing space or in additional space that might be constructed. Present cost estimates for recommended renovations or new construction in a separate document for this item.
- Determine HVAC, lighting, telephone/communications, fire/safety, electrical, etc. requirements for the new functional layout for all facilities.
- Outline appropriate facilities for items such as washrooms (youth, staff and public) and kitchen space.
- Analyze and address outdoor space for each of the facilities and spaces.
- Conduct interviews with key personnel to determine space needs. The chosen consultant will schedule on-site inspections through the Parks Director, which shall include field measurements and CADD drawing file creation.
- Analyze aesthetic considerations and provide recommendations for today, ten year and twenty five year milestones.



- Generate a minimum of two, maximum of three alternatives for space layout and renovations that may or may not include continued use of existing facilities. These options should represent a minimum and maximum realistic financial effort on behalf of the Village.
- Develop construction budgets, broken out by function or office, for each of the alternatives with particular attention to the practical and financial pros and cons of phasing the work.

Deliverables

Draft and Final Reports including but not limited to:

- Existing Floor Plans identified with use and square footage.
- Existing Site Plans identified with adjacencies, roadways, parking lots and support space.
- Written Narrative of Existing and Proposed Recreational Program Usage per facility.
- Building Information Models (BIM) of each site with proposed options and utilization information. This will be illustrated in a 3-Dimensional electronic format. Drawings will also be provided in the written report.
- All associated cost estimates for options and associated recommended work.
- Building Condition Reports for facility infrastructure.
- Incidental Reports and Tabulation Forms as necessary to communicate to the Space Needs Committee.

Per Owner's request a minimum of ten (10) hard copies of all work products and digital file media shall be delivered once the work is finalized by the Village.

Compensation

Compensation will be based on a **lump sum fee of \$18,500.00**. Reimbursables (printing) will be invoiced at 1.10 times the actual cost.

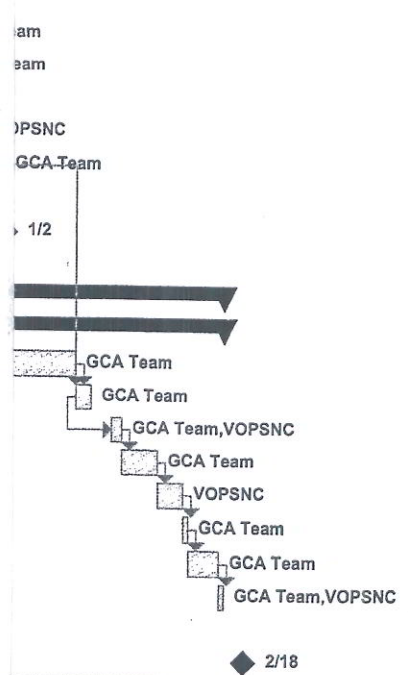
Schedule

We can proceed with this assignment as soon as authorized to do so. Please refer to the attached detailed schedule and work plan.

Village of Orland Park Sched



ID	Task Name	2008
		Jan Mar
1	Village Board Approval	
2		
3	Program Verification and Staff Interviews	
4	Staff Interviews	
5	Recreation Program and Current Space Utilization Review	
6	Building Infrastructure Analysis and Detailed Surveys	
7	Franklin Loebe Recreation Building	
8	Old Police Department	
9	Old Village Hall	
10	Robert Davidson Center Rec Building	
11	Cultural Center	
12	Sports Plex	
13	Parks Garage	
14	PW Garage	
15	Village Hall	
16	Building Infrastructure Documentation and Building Information	
17	Franklin Loebe Recreation Building	
18	Old Police Department	
19	Old Village Hall	
20	Robert Davidson Center Rec Building	
21	Cultural Center	
22	Sports Plex	
23	Parks Garage	
24	PW Garage	
25	Village Hall	
26	Staff Interviews with Observation Comments	
27	Preliminary Project Logistic Meeting	
28	Prepare and Issue Preliminary Report	
29	Space Needs Committee Meeting to Review Report	
30	Issue Revised Preliminary Report	
31		
32	Recreation Committee Preliminary Report Presentation	
33		
34	Preliminary Schematic Design	
35	Prepare Schematic Design Documents	
36	Create 3D Building Information Option Models (BIM)	
37	Develop Schematic Scheme Options	
38	Client Meeting - Review Options	
39	Prepare Preliminary Cost Estimate	
40	Space Needs Committee 3D Review with Design Team	
41	Issue Preliminary Final Study Document	
42	Make Final Study Revisions	
43	Issue Final Study	
44		
45	Village Board Approval	



Project: Orland Park Recreation and P
 Date: Thu 9/6/07

Task

Progress

PROPOSAL SUMMARY SHEET

Space Needs Analysis
Project Name

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

Gilfillan Callahan Nelson Architects

Firm Name

515 N. River Street, Suite 101

Street Address

Batavia ILL 60510

City State Zip

Patrick J. Callahan, AIA, LEED-AP

Contact Name

X 

Signature of Authorized Signee
Partner

Title

(630) 761-0579

Phone

(630) 761- 0594

Fax

Patc@gcarch.com

E-mail address

36-3843815

FEIN #

September 6, 2007

Date

\$18,500

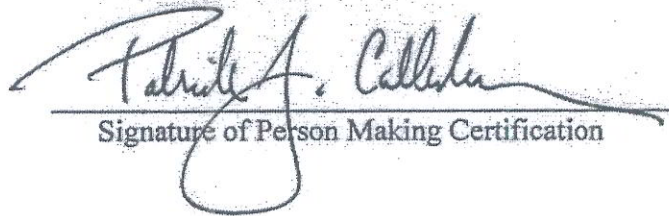
Total Proposal Price:

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Patrick J. Callahan, AIA, LEED-AP, being first duly sworn certify
and say that I am Partner
(insert "sole owner," "partner," "president," or other proper title)

of Gilfillan Callahan Nelson Architects, 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 6th Day
of September, 2007.

Laura L. Joens
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."

Patrick Callahan, having submitted a proposal for
Gilfillan Callahan Nelson Architects (Name of Contractor) for
Space Needs Study (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 6th day of September, 2007

Laura L. Joens

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: Laura Joens, Director--Human Resources

ATTEST: *Laura Joens*

DATE: 9/6/2007

TAX CERTIFICATION

I, Laura Joens, having been first duly sworn depose and state as follows:

I, Patrick J. Callahan, AIA, LEED-AP, am the duly authorized agent for Gilfillan Callahan Nelson Architects, which has

submitted a proposal to the Village of Orland Park for

Space Needs Study and I hereby certify
(Name of Project)

that Gilfillan Callahan Nelson Architects 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: Laura L Joens

Title: Director of Human Resources

Subscribed and Sworn to
Before me this 6th
Day of September, 2007

Laura L. Joens



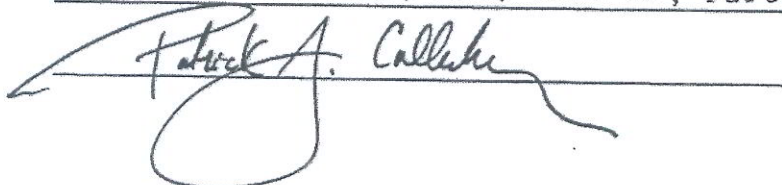
REFERENCES

(Please Type)

ORGANIZATION	<u>Green Hills Public Library</u>
ADDRESS	<u>8611 West 103rd Street</u>
CITY, STATE, ZIP	<u>Palos Hills, IL 60465</u>
PHONE NUMBER	<u>(708) 598-8446</u>
CONTACT PERSON	<u>Annette Armstrong, Library Director</u>
DATE OF PROJECT	<u>2005-2007</u>
ORGANIZATION	<u>Lemont Park District</u>
ADDRESS	<u>16028 West 127th Street</u>
CITY, STATE, ZIP	<u>Lemont, IL 60439</u>
PHONE NUMBER	<u>(630) 257-6787</u>
CONTACT PERSON	<u>Brian Sullivan, Executive Director</u>
DATE OF PROJECT	<u>2006-present</u>
ORGANIZATION	<u>Village of Lyons Police Department</u>
ADDRESS	<u>7801 West Ogden Avnue</u>
CITY, STATE, ZIP	<u>Lyons, IL 60534</u>
PHONE NUMBER	<u>(708) 447-1225</u>
CONTACT PERSON	<u>Daniel Babich, Chief of Police</u>
DATE OF PROJECT	<u>2006-present</u>

Proposer's Name & Title: Patrick J. Callahan, AIA, LEED-AP, Partner

Signature and Date:



INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing proposer'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

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
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

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a "Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's." The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating 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 proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer and the proposal will be awarded to the next highest rated proposer or result in creation of a new request for proposals.

ACCEPTED & AGREED THIS 6th DAY OF September, 2007

Signature

Authorized to execute agreements for:

Patrick Callahan
Printed Name & Title

Gilfillan Callahan Nelson Architects
Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2007

PRODUCER
HRH A&E
425 N Martingale Rd.
Ste 1100
Schaumburg IL 60173
Fax: 847-517-9033

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Gilfillan Callahan Nelson Architects, Inc.
1600 Golf Road
Ste 1000
Rolling Meadows IL 60008

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Everest National Insurance Co	10120
INSURER B: Travelers Property & Casualty	25674
INSURER C: Travelers Indemnity Company o	25666
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Add'l Insd Per CGD3810906 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6805409L419TIA07	10/15/2007	10/15/2008	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
C			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	6805409L419TIA07	10/15/2007	10/15/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
C			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	XSFCUP7365Y618IND07	10/15/2007	10/15/2008	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
								\$
								\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XJUB5951Y04607	10/15/2007	10/15/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A			OTHER Professional Liability	48AE003517061	10/15/2007	10/15/2008	\$2,000,000	Per Claim
							\$2,000,000	Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *Except for Non-Payment, 10 Days. Additional Insured applies on General Liability per form CGD3810906 as required by written contract.
 Additional Insured-General Liability: Village of Orland Park

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
 Denise Domaleswski, Contract Administrator
 14700 S. Ravinia Ave
 Orland Park IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.