

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0477

Multi Year: ☒

Amount \$0.00

Contract Type:

Professional Services

Contractor's Name:

SWC Technology

Contractor's AKA:

Execution Date:

8/18/2008

Termination Date:

Renewal Date:

Department:

Administration/MIS

Originating Person:

Mary Klinger

Contract Description: Master Services Agreement -"as needed"
SOW 8/18/08 \$28,012.22



Friday, September 05, 2008

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

September 5, 2008

Mr. Aleks La Rosa
SWC Technology Partners, Inc.
1420 Kensington Road, Suite 110
Oak Brook, Illinois 60523

RE: *Contract for Technical Consulting Services (Master Services Agreement) & SOW for Storage Area Network*

Dear Mr. La Rosa:

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 under the Technical Consulting Services Contract as of September 5, 2008. Each project under the Technical Consulting Services Contract will require an executed (signed) Statement of Work (SOW) and a separate Purchase Order which will be attached to the contract as an addendum. The Master Services Agreement dated May 17, 2006 is in full force and effect under the above stated contract.

Please contact Norm Johnson at 708-403-6210 or Mary Klinger at 708-403-6190 to arrange the commencement of the work.

The Village will be processing a Purchase Order for the SOW dated August 18, 2008 for the Storage Area Network 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 Technical Consulting Services contract dated August 18, 2008 and one (1) original executed SOW for the Storage Area Network in an amount not to exceed Eleven Thousand Six Hundred Forty-Six and 22/100 (\$11,646.22) Dollars. The HP Hardware will be paid directly to HP. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Mary Klinger
Norm Johnson
Judy Konow

**VILLAGE OF ORLAND PARK
(Contract for Technical Consulting Services)**

This Contract is made this **18th day of August, 2008** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and SWC Technology Partners, Inc. (hereinafter referred to as the "CONSULTANT").

WITNESSETH

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

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

This Contract

The Terms and Conditions

SWC Technology Partners Master Services Agreement to the extent it does not conflict with this document

The Proposal/Statement of Work as it is responsive to the VILLAGE's requirements

All Certifications required by the Village

Certificates of Insurance

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

Provide technical consulting services or other deliverables as described in the Statement of Work

(hereinafter referred to as the "WORK"). These services are to be provided by Contractor as an independent contractor and not as an employee of the Village. Contractor represents that all employees utilized by Contractor are fully trained. Contractor understands that no training will be provided by the Village. In performing its obligations pursuant to this Agreement, Contractor will do nothing that could adversely affect the goodwill or reputation of the Village.

The VILLAGE agrees to pay the CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount:

TOTAL COST: **TO BE DETERMINED AND AGREED UPON PER STATEMENT OF WORK.**

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of execution. The WORK shall commence upon execution of each proposal and receipt of a Notice to Proceed and continue expeditiously from that date until final completion or by the agreed upon time frame per proposal for each Statement of Work. This Contract shall continue indefinitely, 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 CONSULTANT 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 gross negligence and willful misconduct of the CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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 foregoing indemnity is subject to VILLAGE (i) promptly notifying CONSULTANT of any Claim or threatened Claim of which it is aware; (ii) providing CONSULTANT with all reasonable information VILLAGE possesses regarding the Claim; (iii) providing CONSULTANT with reasonable cooperation and assistance; and (iv) allowing CONSULTANT, at CONSULTANT's expense, sole control over the defense and settlement of such Claim. The indemnification provided by CONSULTANT will not apply to the extent a Claim arises from or relates to a matter for which VILLAGE is obligated to indemnify CONSULTANT as set forth in SWC Master Services Agreement section 5B, attached hereto.

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

Section 7 of the SWC Master Services agreement shall continue to be in full force and effect during the term of this Contract.

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

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

SECTION 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 CONSULTANT:

Aleks La Rosa
SWC Technology Partners, Inc.
1420 Kensington Road, Suite 110
Oak Brook, IL 60523
Telephone: 630-286-8184
Facsimile: 630-572-0390
e-mail: aleks.larosa@swc.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 CONSULTANT's personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

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

SECTION 10: COMPLIANCE: CONSULTANT 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: FORCE MAJEURE: Neither Village nor Consultant 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.

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

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

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

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

FOR: THE VILLAGE

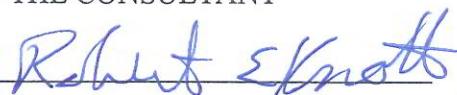
By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 9/3/08

FOR: THE CONSULTANT

By: 

Print Name: Robert E Knoff

Its: President

Date: 8-27-08

SERVICES AGREEMENT

This Services Agreement (Agreement) is entered into as of the 17th day of May, 2006, by and between Subject, Wills & Company (hereinafter referred to as "SWC"), a Delaware corporation with its principal place of business at 1420 Kensington Road, Suite 110, Oak Brook, Illinois, 60523, and the Village of Orland Park (hereinafter referred to as the "Customer"), located at 14700 Ravinia Avenue, Orland Park, IL 60462.

Customer and SWC agree as follows:

1) Scope of Work

A) Services. During the term of this Agreement, SWC will perform for Customer the consulting, development, design, programming, integration, installation, support, conversion, management, operations and other services set forth in Statements of Work ("Services") and provide such deliverables as set forth in Statements of Work ("Deliverables"). When executed by SWC and Customer, such Statements of Work will be attached to and made part of this Agreement and SWC will perform the Services and provide the Deliverables as set forth in such Statements of Work.

B) Acceptance. All Services performed and Deliverables conveyed will be deemed accepted by Customer twenty business days after performance or delivery thereof unless Customer notifies SWC, in writing and with a written list of problems, that the Services or Deliverables, as the case may be, are unacceptable. SWC shall have not less than ten (10) business days within which to remedy any problem(s) associated with security and thirty (30) days for other problems, except in situations of extreme emergency as determined by the Customer, SWC will make every effort to remedy security issues immediately and resubmit the Services or Deliverables to Customer. Failure of SWC to timely remedy constitutes a substantial default by SWC.

2) SWC Personnel

SWC shall have authority to make staffing decisions with respect to its personnel, who will be engaged either as employees or independent contractors, and the provision of Services under this Agreement. SWC reserves the right to assign, reassign, and substitute any of its personnel, provided, however, that the Services shall continue to be provided in accordance with the terms of this Agreement. The Customer has the right to direct in its reasonable discretion that personnel of SWC be reassigned from this work upon written request.

3) Customer's Cooperation

Cooperation. Customer shall reasonably cooperate with and assist SWC by providing to SWC such information and such access to the Customer's personnel, facilities, equipment, data, software, and other resources as are reasonably required by the nature of the Services or as SWC may reasonably request. Any unreasonable delay in providing such cooperation or assistance will suspend SWC's obligation to perform any Service or provide any Deliverable which is dependent upon Customer's cooperation or assistance.

4) Fees and Payments

A) Fees. The fees for SWC's Services will be charged based on the current SWC standard terms and rates, as amended from time to time, unless other terms and rates are agreed to in writing. SWC shall provide at least 30 days advance written notice of any change in its fee structure. The Customer shall then have the right to terminate the Agreement if the new fee structure is unacceptable.

B) Expenses. Customer will reimburse SWC for all reasonable expenses. Customer shall also be responsible for those expenses identified in the applicable Statements of Work.

C) Terms of Payment. SWC shall submit detailed invoices to Customer on a monthly basis, which shall be due and payable thirty days after Customer's receipt of SWC's invoice. Customer is responsible for and agrees to pay all applicable sales, use, transfer, excise, value added or other federal, state or local taxes and all duties assessed on the Services and/or Deliverables. SWC acknowledges that Customer is exempt from Illinois sales, use and similar taxes. The Customer agrees to pay SWC pursuant to the provisions of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) Failure of Customer to pay any amounts when due will be sufficient cause for SWC to suspend or terminate the Services or withhold Deliverables.

5) Indemnification

A) SWC agrees to defend, indemnify and hold harmless Customer from and against any claim, suit, demand or action to the extent asserting that any Service or Deliverable infringes any copyright, trademark, trade secret or United States patent ("Claims"). SWC shall pay all litigation costs, expenses (including reasonable attorneys' fees) court awarded damages and amounts agreed to by SWC in settlement to which Customer may be subjected arising from Claims. The foregoing indemnity is subject to Customer (i) promptly notifying SWC of any Claim or threatened Claim of which it is aware; (ii) providing SWC with all reasonable information Customer possesses regarding the Claim; (iii) providing SWC with reasonable cooperation and assistance; and (iv) allowing SWC, at SWC's expense, sole control over the defense and settlement of such Claim. The indemnification provided by SWC will not apply to the extent a Claim arises from or relates to a matter for which Customer is obligated to indemnify SWC as set forth in the following paragraph.

B) The parties each agree to defend, indemnify and hold harmless the other party from and against any claim, suit, demand or action ("Action") to the extent constituting a breach of any of such party's representations or warranties hereunder. Each party shall pay all litigation costs, expenses (including reasonable attorneys' fees) and court awarded damages to which a party may be subjected arising from a breach of any of the other party's representations or warranties hereunder. This indemnity is subject to (i) promptly notifying the indemnifying party of any Action or threatened Action of which it is aware; (ii) providing the indemnifying party with all reasonable information it possesses regarding the Action; (iii) providing the indemnifying party with reasonable cooperation and assistance; and (iv) allowing the indemnifying party, at its expense, sole control over the defense of such Action, subject to the reasonable approval of the indemnified party.

C) Each party shall indemnify, hold harmless and defend the other party from and against any claim, suit, demand or action and shall pay all litigation costs, expenses (including reasonable attorneys' fees) and court awarded damages to which the indemnified party may be subjected relating to or arising out of bodily injury or death of any person or damage to real or tangible property to the extent proximately caused by the negligent or willful acts or omissions of the indemnifying party, its personnel or agents in connection with the performance of activities relating to this Agreement.

6) Representations and Warranties

A) SWC warrants that Services will be provided in a professional manner, by qualified personnel, consistent with this Agreement. SWC will make commercially reasonable efforts to ensure that the Deliverables perform in accordance with the specifications set forth on the corresponding Statement of Work. If SWC does not perform Services or provide the Deliverables in accordance with this warranty, SWC shall make all commercially reasonable efforts to successfully re-perform the Services or repair or replace the Deliverables or, at its option, SWC will refund the price Customer paid for those Services. Claims under this paragraph must be submitted within sixty (60) days of the date of

delivery of the corresponding Services or Deliverables. Where Services are provided on a time and materials basis, the Customer's refund will not exceed Customer's payments for the three months preceding the warranty claim.

B) Except as provided in paragraph 6 (A), SWC makes no warranties or representations, express or implied, with respect to Services or Deliverables supplied under this agreement. SWC expressly disclaims any warranty of merchantability or fitness for a particular purpose.

7) Limitation of Liability

NEITHER PARTY SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR COSTS OF ANY SUBSTITUTE PROCUREMENT. SWC'S LIABILITY TO CUSTOMER FOR ANY REASONS AND UPON ANY CAUSE OF ACTION, WHETHER SOUNDING IN TORT, CONTRACT, STATUTE, OR ANY OTHER LEGAL THEORY WHATSOEVER, SHALL BE AT ALL TIMES AND IN THE AGGREGATE BE LIMITED TO THE LESSER OF (A) \$50,000 OR (B) TWICE THE AMOUNT ACTUALLY PAID OR PAYABLE TO SWC BY CUSTOMER WITH RESPECT TO THE APPLICABLE STATEMENT OF WORK OR PROJECT.

8) Ownership

Other than Preexisting Work (as defined below), the intellectual property which SWC provides, uses, or develops in conjunction with the Services and/or Deliverables, is referred to as "Project IP". Upon full payment to SWC of all monies due under the Agreement, SWC will grant, assign, transfer and convey to Customer, for Customer to use on a non-transferable basis all of SWC's right, title and interest in such Project IP. The Project IP shall include, without limitation, copyrights, trademarks and all intellectual property rights and rights subsumed thereunder, in and to all Project IP. Concurrently with the foregoing grant, assignment, transfer and conveyance, SWC shall receive back from Customer an irrevocable, worldwide, perpetual, fully paid up, unrestricted license, subject to the limitations set forth in Section 11, in the Project IP ("SWC's Interest"). SWC shall have the right to use SWC's Interest as SWC sees fit.

Other than Preexisting Work, Customer shall own all Deliverables produced pursuant to the Agreement. As used in this Agreement, "Preexisting Work" shall mean SWC's general knowledge, skills and experience and any of SWC's development frameworks, code libraries (including Catalyst), best practices, ideas, concepts, know-how and techniques related to SWC's services not developed in the course of providing the Services or Deliverables to Customer, and any "off the shelf" or third party non-custom software. SWC shall be free to use in other engagements, its general knowledge, skills and experience and any ideas, concepts, know-how and techniques related to SWC's services and used in the course of providing Services or Deliverables. SWC shall not be precluded from developing for itself, or for others, deliverables or materials which are similar to those produced as a result of the Services or Deliverables provided pursuant to the Agreement, irrespective of the degree of similarity to Services or Deliverables which may be performed for or delivered to Customer pursuant to this Agreement.

Upon full payment to SWC of all monies due under the Agreement, SWC will grant to Customer for use in Customer's business a nonexclusive, nontransferable, royalty-free license in perpetuity to the Preexisting Work embodied in any Deliverables provided to Customer for use in such Deliverables, provided however that any "off the shelf" or third party non-custom software embodied in the Preexisting Work shall be licensed pursuant to the terms of the licenses issued for such off the shelf or third party non-custom software. The license granted to Customer pursuant to this Section 8 shall authorize the Customer's to use copies of the Pre-existing Work and the Project IP for purposes of maintaining and/or restoring the computer hardware and software in question and also authorizes the Customer to provide copies to any third party for the sole and exclusive purpose of maintaining and/or

restoring the computer hardware and software. All authorized copies must preserve the copyright notice as provided by SWC or its licensor as applicable.

9) Term and Termination

The term of this Agreement shall commence on the Effective Date set forth above and shall continue for one year but shall be automatically renewed on its annual anniversary date unless the Customer gives SWC notice of its intent not to renew at least 30 days prior to the expiration of the initial or renewal term provided, however, that either party may terminate this Agreement, without cause, upon not less than ninety (90) calendar days written notice to the other party. Unless the cause for termination is a failure to pay, in which event SWC may terminate this Agreement upon five calendar days notice and opportunity to cure. Customer's obligation to make payment for Services performed by SWC prior to termination shall survive any termination of this Agreement. Sections 5, 6, 7, 8, 9, 10, 11 and 12 shall survive for one year after any cancellation, expiration or termination of this Agreement. In the event of any Change in Control of Customer, all amounts due hereunder to SWC shall immediately be due and payable. For purposes of this paragraph "Change in Control" shall mean any merger, acquisition or other occurrence pursuant to which a party or parties not having a fifty percent (50%) or more interest in Customer on the Effective Date acquire a fifty percent (50%) or more interest in Customer or all or substantially all of Customer's assets.

10) Non-Solicitation or Hiring

During the period beginning with the Effective Date hereof and ending twenty four months after the Effective Date of this Agreement, neither party nor its affiliates will offer employment to or hire any employee of the other party or its affiliates without the prior written consent of the other party. During the period beginning with the date of termination or resignation of any parties employee and ending the earlier of: (a) twenty four months after the Effective Date of this Agreement, or (b) twelve months following the date of such employees termination or resignation, neither party nor its affiliates will offer employment to any such former employee without the prior written consent of the other party. For purposes of the preceding sentence, the terms employment and employee shall include any form of employment, consulting, contract relationship, or other arrangement pursuant to which such individual will, directly or indirectly, perform Services.

11) Confidentiality

Subject to the Customer's obligations under the Illinois Freedom of Information Act, during the course of this Agreement, each party and its employees or agents will have access to confidential information and materials of the other party. Each party will, to the extent and in accordance with its policies used to protect its own confidential information, use commercially reasonable efforts to refrain from and prevent the use or disclosure of any such confidential information disclosed or obtained by it while performing its obligations under this Agreement, except in connection with its performance hereunder. Such commercially reasonable efforts will include, at a minimum: (a) preventing the removal of any confidential information from such party's premises without the other party's prior written approval; (b) prohibiting the copying or distribution of any confidential information without the other party's prior written consent; and (c) prohibiting use of any confidential information for any purpose other than those contemplated by this Agreement. Notwithstanding the foregoing, each party's obligations to protect the confidentiality of any such confidential information will terminate if the same falls into the public domain without breach by such party of its obligations under this Agreement and such materials, but only such materials, will thereupon cease being confidential information.

12) General

A) Complete Agreement. This Agreement shall include the following Contract documents: Certificates of insurance and endorsements from SWC in accordance with the Insurance Requirements of the

Customer, all Certifications from SWC required by the Customer and Statements of Work approved by the Customer. This Agreement, including the Contract documents, is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

B) No Waiver. No Failure to exercise, and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any party's exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any other right hereunder.

C) Enforceability. If any part of this Agreement shall be judged by any court to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. If any remedy set forth in this Agreement is determined to have failed of its essential purpose, then all other provisions of this Agreement, including the limitations of liability and exclusion of damages, shall remain in full force and effect.

D) Independent Contractors. The parties to this Agreement are independent contractors.

E) Force Majeure. Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control either of the excused party or its subcontractors or suppliers, or in the event Services cannot be provided in a safe and secure manner. Any party asserting justification for delay in performance or non-performance due to an event of force majeure must provide written notice to the other party within ten (10) business days after the force majeure event.

F) Governing Law, Jurisdiction and Venue. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of Illinois, and any action or proceeding arising out of or related to this Agreement shall be brought only in the Circuit Court of Cook County, Illinois or the United States District Court, Northern District of Illinois, Eastern Division.

G) Assignment. Neither party may assign or delegate any or all of its rights or its duties hereunder without the written consent of the other party.

The duly authorized agents of the parties have executed this Agreement as of the Effective Date.

SUBJECT, WILLS & COMPANY

Name: [Signature]

Title: Vice President

Date: 5/18/06

Village of Orland Park

Name: [Signature]

Title: Village Manager

Date: 5/17/06

Statement of Work (SOW)

This Statement of Work will be incorporated into the Services Agreement with an Effective Date of 08/18/08 between SWC Technology Partners, Inc. (SWC), and Village of Orland Park (Customer).

All terms and conditions of the Services Agreement not modified herein remain in full force and effect for the Term of the Agreement.

1. Project Background and Objectives

The Village of Orland Park would like to acquire and install a Storage Area Network (SAN), upgrade the existing backup software and implement a revised backup strategy. The solution offered by SWC will provide the following benefits:

- Better manage current data storage
- Provide room for future data growth.
- Improve backup performance and reliability.
- Create a basic server disaster recovery (DR) strategy.
- Increase overall performance of the customer's IT infrastructure.

This Statement of Work (SOW) covers the installation of the SAN, the upgrade of the backup software and the installation of new disaster recovery software.

2. Assumptions

- The SWC consultant(s) will work on site at the Village of Orland Park for the installation.
- The Village of Orland Park will provide the SWC consultant(s) access to all IT resources necessary to carry out the installation.

3. Scope of Work

The SWC consultant(s) will work with the customer's staff to:

- Review current status of data storage.
- Determine how to configure the SAN and how to distribute its resources throughout the connected servers.
- Install the SAN according to the defined strategy.
- Review and optionally revise the current backup strategy.
- Install the new backup and DR software.

SWC will remain available after the implementation to assist with future needs or concerns. Any work deriving from future requests remains outside the scope of this SOW and will be billed separately.

4. Project Estimate and Schedule

SWC will bill the Village of Orland Park at the following rates:

<u>Role</u>	<u>Hourly Rate</u>
Senior System Engineer	\$170

The time estimate for this scope of work is 32 hours.

The HP hardware necessary for this project is described in the attached **tmpQuote2298323.htm** and

estimated at \$16,366.00.

The Symantec licenses and SWC services are described in the attached **Quote534402.pdf** and estimated at \$11,646.22.

5. Additional Assumptions

- Hours worked will be billed monthly on a time and materials basis.
- SWC will be provided access to all relevant documentation and systems.
- All invoices will be based on net 30 day terms.
- All out-of-town travel expenses will be billed in addition to the proposed service pricing.
- This SOW will remain in effect for thirty days after its delivery.

In Witness Whereof, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives.

SWC Technology Partners, Inc.

By: [Signature]
Name: Adam Ferguson
Title: VP
Date: Aug 20, 2008

Village of Orland Park

By: [Signature]
Name: Paul G. Grimes
Title: Village Manager
Date: 9/3, 2008



SWC Technology Partners
1420 Kensington Rd.
Suite 110
Oak Brook, Illinois 60523
United States
<http://www.swc.com>

Quotation

Date
Jul 17, 2008 10:37 AM CDT

Doc #
534402 - rev 1 of 1

Description
HP MSA200 SAN

SalesRep
LaRosa, Aleks (P) 630-286-8184 (F)
630-572-0390

Customer Contact
Johnson, Norm
(P) 708-403-6210
njohnson@orland-park.il.us

Customer
Village of Orland Park (VO7443)
14700 Ravinia Avenue
Orland Park, Illinois 60462
(P) 708-403-6210

Bill To
Village of Orland Park
Johnson, Norm
14700 Ravinia Avenue
Orland Park, Illinois 60462
(P) 708-403-6210

Ship To
Village of Orland Park
Johnson, Norm
14700 Ravinia Avenue
Orland Park, Illinois 60462
(P) 708-403-6210

Customer PO: None	Terms: Net 30 Days	Ship Via: FedEx Ground
Special Instructions: None	Carrier Account #: None	

Item	Description	Qty	Tax	Unit Price	Total
Symantec Backup Exec					
1	Symantec Backup Exec for Windows Servers (v. 12) - competitive upgrade license + 1 Year Essential Support - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	1	No	\$487.40	\$487.40
2	Symantec Backup Exec for Windows Servers Agent for Windows Systems (AWS) (v. 12) - competitive upgrade license + 1 Year Essential Support - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	2	No	\$291.46	\$582.92
3	Symantec Backup Exec for Windows Servers Agent for Microsoft Exchange Server (v. 12) - competitive upgrade license + 1 Year Essential Support - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	1	No	\$487.40	\$487.40
4	Symantec Backup Exec for Windows Servers Agent for Microsoft SQL Server (v. 12) - competitive upgrade license + 1 Year Essential Support - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	1	No	\$487.40	\$487.40
5	Symantec Backup Exec System Recovery Server Edition (v. 8) - license + 1 Year Essential Support - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	5	No	\$673.22	\$3,366.10
Subtotal					\$5,411.22
6	HP NC7771 PCI-X Gigabit Server Adapter Network adapter - PCI-X - EN, Fast EN, Gigabit EN - 10Base-T, 100Base-TX, 1000Base-T Note: NICs to connect existing servers to the SAN. Not needed if server has two NICs already.	5	No	\$159.00	\$795.00
SAN Installation					
7	SWC - SWC Consulting Services Time quoted is an estimate and may differ from actual.	16	No	\$170.00	\$2,720.00
Backup Exec 12 Installation					
8	SWC - SWC Consulting Services Time quoted is an estimate and may differ from actual.	8	No	\$170.00	\$1,360.00
Backup Exec System Recovery 8 Installation					
9	SWC - SWC Consulting Services Time quoted is an estimate and may differ from actual.	8	No	\$170.00	\$1,360.00
Subtotal:					\$11,646.22
Tax (0.000%):					\$0.00
Shipping:					\$0.00
Total:					\$11,646.22

All prices are subject to change without notice. Supply subject to availability.
Shipping costs are estimates and could vary.



ONLINE PRICE QUOTATION

Quote Number: 2298323

Today's Date : 7/18/2008 8:29:10 PM

Created By: aleks.larosa@swc.com

Quote Name: SAN for Orland Park

Quote Created Date :

Contract: STATE AND LOCAL PRICELIST (S&LWEB)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

items/description	part no	unit price	qty	ext price
HP StorageWorks 2012i Dual Controller Modular Smart Array	Base	\$7,125.00	1	\$7,125.00
HP StorageWorks 2012i Dual Controller Modular Smart Array	AJ747A			
3.5 in. (drive)	Included			
2U (enclosure)				
Up to 48 SAS/SATA drives	Included			
Up to 48TB of storage	Included			
iSCSI Gigabit Ethernet interface	Included			
Expand w/ MSA2000 3.5" disk enclosure (single or dual IO)	Included			
HP 1y 4h 24x7 MSA2000 Array HWSupp	UJ671E	\$439.00	1	\$439.00
HP StorageWorks MSA2 300GB 3G 15K rpm 3.5 inch Dual-port SAS Hard Disk Drive	AJ736A	\$731.00	12	\$8,772.00
HP Ethernet 14ft CAT5e RJ45 M/M cable	C7536A	\$6.00	5	\$30.00

SubTotal : \$16,366.00

Total : \$16,366.00

The terms and conditions of the STATE AND LOCAL PRICELIST will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:
<http://gem.compaq.com/gemstore/entry.asp?SiteID=3000>

* The estimated lease cost is the monthly payment amount for a lease commencing on or before 8/17/2008 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company. For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472
Fax:	800-825-2329	Returns:	800-888-3224

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

BUSINESS ORGANIZATION:

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

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

X S Corporation: State of incorporation: Delaware
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.

SWC TECHNOLOGY PARTNERS, INC. (Corporate Seal)
Business Name

Robert E. Knott
Signature

Robert E. Knott
Print or type name

President
Title

8-20-08
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

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

of SWC Technology Partners, Inc., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.

Robert E. Knott
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 27th Day
of AUGUST, 2008.

E. Peterson
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 contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

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

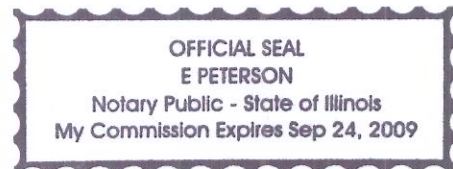
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Robert E Knott, having submitted a proposal for SWC Technology Partners, Inc.
(Name) (Name of Contractor)
for All Projects for the Village of Orland Park (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: Robert E Knott
Authorized Agent of Contractor

Subscribed and sworn to before
me this 27TH day of AUGUST, 2008.

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 Contractor'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 Contractor 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 Contractor 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 Contractor and any person under which any portion of the Contractor'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 Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: Robert E. Knott

ATTEST: [Signature]

DATE: 9-03-08

TAX CERTIFICATION

I, Robert E Knott, having been first duly sworn depose and state as follows:

I, Robert E Knott, am the duly authorized agent for SWC Technology Partners, Inc., which has submitted a proposal to the Village of Orland Park for

All Projects for the Village of Orland Park and I hereby certify
(Name of Project)

that SWC Technology Partners, Inc. is not

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

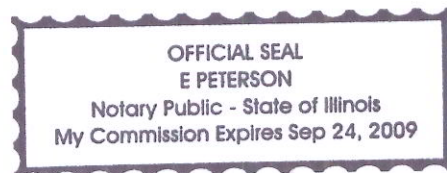
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Robert E Knott

Title: President

Subscribed and Sworn to
Before me this 28TH
Day of AUGUST, 2008



INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

PROFESSIONAL LIABILITY

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

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

ACCEPTED & AGREED THIS 3 DAY OF Sept., 2008


Signature

Robert E. Knott President
Printed Name & Title

Authorized to execute agreements for:

SWC TECHNOLOGY PARTNERS, INC.
Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/20/08

PRODUCER
Arthur J. Gallagher RMS, Inc.
 Two Pierce Place
 Itasca, IL 60143
 Lora McGrath 630-285-3668

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
SWC TECHNOLOGY PARTNERS
1420 KENSINGTON RD. #110
OAK BROOK, IL 60523

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Hartford Casualty Insurance Company**

29424

INSURER B: **Hartford Insurance Company of Illinois**

38288

INSURER C:

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	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	83SBAUQ4001	04/01/08	04/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$500,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
A		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	83SBAUQ4001	04/01/08	04/01/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$ 10000	83SBAUQ4001	04/01/08	04/01/09	EACH OCCURRENCE AGGREGATE	\$6,000,000 \$6,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83WECTD0275	04/01/08	04/01/09	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
		OTHER					

COPY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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.

CERTIFICATE HOLDER

Village of Orland Park
 14700 S. Ravinia Avenue
 Orland Park, IL 60462

CANCELLATION

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

Michael R. Pasch

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.