CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2015-0176 **Innoprise Contract #:** C16-0021

Year: 2016 **Amount:** $62,761.00

Department: Dev Services - Jane Turley

Contract Type: Professional Architectural Services

Contractors Name: Upland Design Ltd.

Contract Description: Orland Park Nature Center

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

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

www.orlandpark.org

VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

February 29, 2016

Ms. Michelle Kelly, RLA, CPSI
Upland Design Ltd.
24042 Lockport Street, Suite 200
Plainfield, Illinois 60544

RE: ***NOTICE TO PROCEED – Orland Park Nature Center***

Dear Ms. Kelly:

This notification is to inform you that the Village of Orland Park has received all necessary contracts and insurance documents in order for work to commence on the above stated project as of February 22, 2016.

Please contact Jane Turley at 708-403-6118 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed 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 February 12, 2016 in an amount not to exceed Sixty Two Thousand Seven Hundred Sixty-One and No/100 ($62,761.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Jane Turley

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

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February 12, 2016

Ms. Michelle Kelly, RLA, CPSI
Upland Design Ltd.
24042 Lockport Street, Suite 200
Plainfield, Illinois 60544

NOTICE OF AWARD – Orland Park Nature Center

Dear Ms. Kelly:

This notification is to inform you that on February 1, 2016, the Village of Orland Park Board of Trustees approved awarding Upland Design Ltd. the contract in accordance with the proposal you submitted dated October 15, 2015, for Orland Park Nature Center Design and Engineering Services for an amount not to exceed Sixty Two Thousand Seven Hundred Sixty-One and No/100 ($62,761.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 26, 2016.

- I am attaching the Contract for Orland Park Nature Center Design and Engineering Services. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.

- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.

- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

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

Sincerely,

Denise Domalewski

Denise Domalewski
Contract Administrator

cc: Jane Turley

Received
FEB 22 2016
Finance Department

VILLAGE OF ORLAND PARK
Orland Park Nature Center
Professional Architectural Services

This Agreement (hereinafter referred to as the "Agreement") is made this 12th day of February, 2016 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Upland Design Ltd. (hereinafter referred to as the "LANDSCAPE ARCHITECT").

WITNESSETH

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

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

- This Agreement
- Exhibit A – Professional Architectural Services General Terms and Conditions
- The Request for Proposal issued September 15, 2016, including all issued addenda
- The Proposal(s) for the Project authorized under this Agreement as it is responsive to the VILLAGE's requirements
- Affidavit of Compliance
- Insurance Requirements
- Certificates of Insurance

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

Prepare final site design and engineering plans for the Orland Park Nature Center, located at 13951-61 Lagrange Road, just north of Orland Park's new downtown and the Metra railroad tracks. This work includes:

Phase I	Preliminary Engineering Documents	$22,242.00
Phase II	Construction Document Preparation and Permitting	$20,627.00
Phase III	Bidding Assistance	$ 5,253.00
Phase IV	Construction Observation	$14,639.00

Note: The plans shall also include a bird watching station (not included in RFP but discussed and agreed to during interviews)

(hereinafter referred to as the "SERVICES") and the VILLAGE agrees to pay the LANDSCAPE

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

TOTAL FEE and REIMBURSABLE EXPENSES: an amount not to exceed Sixty-Two Thousand Seven Hundred Sixty-One and No/100 ($62,761.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

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

SECTION 4: TERM OF THE CONTRACT: This Agreement shall commence on the date of execution. The SERVICES shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion of construction. This may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Agreement with thirty (30) days prior written notice.

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

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

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of

Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

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

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

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

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

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

To the LANDSCAPE ARCHITECT:
Michelle A. Kelly, RLA, CPSI
Upland Design Ltd.
24042 Lockport Street, Suite 200
Plainfield, Illinois 60544
Telephone: 815-254-0091
Facsimile: 815-254-6010
e-mail: mkelly@uplanddesign.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 LANDSCAPE ARCHITECT'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the LANDSCAPE ARCHITECT shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

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

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

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

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

FOR: THE VILLAGE

By: _____

Print Name: Paul G. Grimes

Its: Village Manager

Date: 2/24/16

FOR: THE LANDSCAPE ARCHITECT

By: _____

Print Name: Michelle A. Kelly

Its: President

Date: 2/19/2016

EXHIBIT A
VILLAGE OF ORLAND PARK
PROFESSIONAL ARCHITECTURAL SERVICES
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Architect and Village:** The Architect shall serve as the Village's professional architectural consultant in those Projects, or phases of the Project on which it has been retained by the Village and to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Architect is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Architect shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Architect.

2. **Responsibility of the Architect:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Architect shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Architect shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Architect.

3. **Changes:** The Village reserves the right by written change order or amendment to make changes in requirements, amount of services, or professional time schedule adjustments, and Architect provided the Village shall negotiate appropriate contract adjustments acceptable to both Parties to accommodate any changes. The Architect is not responsible for, and Village agrees herewith to hold Architect harmless from any and all errors which may be contained within the Contract Documents or the Project Documents, including plans and specifications for the Project, unless such errors are the result of the services of the Architect. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Architect in the exercise of its professional service, is not the responsibility of the Architect and any and all costs associated with such errors shall be borne by others.

4. **Suspension of Services:** Village may, at any time, by written order to Architect (Suspension of Services Order) require Architect to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Architect shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all fees and costs incurred up to and by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Architect shall not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other documents prepared by Architect (hereinafter "Project Documents") in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village and Village shall be entitled to use said Project Documents provided the Village has complied with the terms of this Agreement, including prompt payment of all sums due.. Architect shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for onetime use in the construction of this Project. These Project Documents are and shall remain the property of the Architect, including all intellectual property rights to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

   It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Architect reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Architect in their preparation. The Architect also reserves the right to retain hard copy originals of all Project Documents delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two. Use by the Village of machine readahle form Project Documents is at the Village's own risk and responsibility.

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

7. **Opinions of Probable Cost:** Since Architect has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Architect's opinions of probable Project construction cost provided for herein are to be made on the basis of Architect's experience and qualifications and represent Architect's judgment as a design professional familiar with the construction industry, but Architect cannot and does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by Architect. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the construction cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Architect.

8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and authorized assigns.

9. **Waiver of Contract Breach:** The waiver of one PARTY of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each PARTY acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Architect hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the PARTIES and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

13. **Force Majeure:** Neither Village nor Architect shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

14. **Subcontract:** Architect may subcontract portions of the services, but each subconsultant must be approved by Village in writing in advance.

15. **Access and Permits:** Village shall arrange for Architect to enter upon public and private property and the Village obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Architect's employee salaries, overhead and fee) incident to any effort by Architect toward assisting Village in such access, permits or approvals, if Architect performed such services.

16. **Designation of Authorized Representative:** Each PARTY to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

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

18. **Information Provided by Others:** The Architect shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Architect such information as is available to the Village and the Village's consultants and contractors, and the Architect shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Architect becomes aware of inaccuracies or incompleteness. The Village recognizes that it is impossible for the Architect to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Architect shall submit monthly statements for the Services and any additional services rendered and for Reimbursable Expenses incurred, based upon Architect's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Architect, Architect may after giving seven days written notice to Village, suspend services under this Agreement until Architect has been paid in full all amounts properly due for services, expenses and charges. Architect shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.

20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Architect and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances. If Architect becomes aware of such hazardous materials at the Project site, the Architect shall notify the Village.

21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.

22. **Insurance:** The Architect shall provide the Village with certificates of insurance evidencing all coverages held by the Architect, with coverage minimums and from insurance providers in compliance with Village requirements.

23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation

or enforceability of any contract between the PARTIES, or provision thereof the fact that a facsimile transmission was used.

24. **Certifications:** Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect having to certify the existence of facts, opinions or conditions that would require knowledge, services or responsibilities beyond or outside the scope of the Architect's Services. The Village also agrees not to make resolution of any dispute with Architect or payment of any amount due to the Architect in any way contingent upon the Architect signing any such certification that would require knowledge, services or responsibilities beyond or outside the scope of the Architect's Services.

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

UPLAND DESIGN LTD

By: _____ 2/19/2016
Officer Date

Print Name: Michelle A. Kelly

VILLAGE OF ORLAND PARK

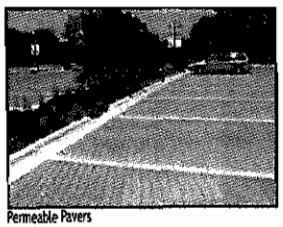
By: _____ 2/24/16
Officer Date

Print Name: Paul G. Grimes
Village Manager

Orland Park Nature Center - Proposed Master Plan

Proposed Imagery

e Restoration


Permeable Pavers

f Collection

Patio Area

Wetland Overlook

a

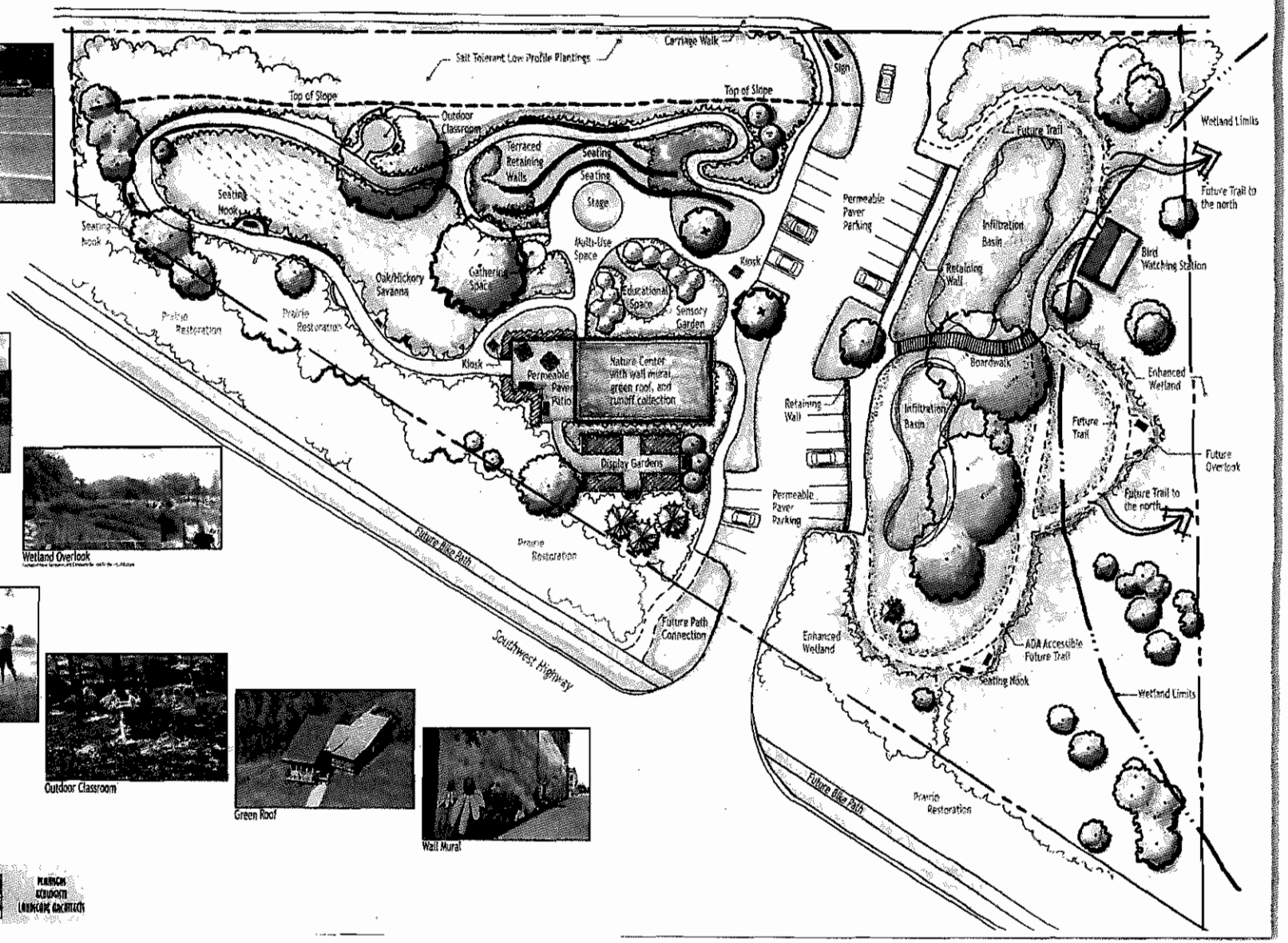
Multi Use Trails

Outdoor Classroom

Green Roof

Wall Mural

Proposed Master Plan

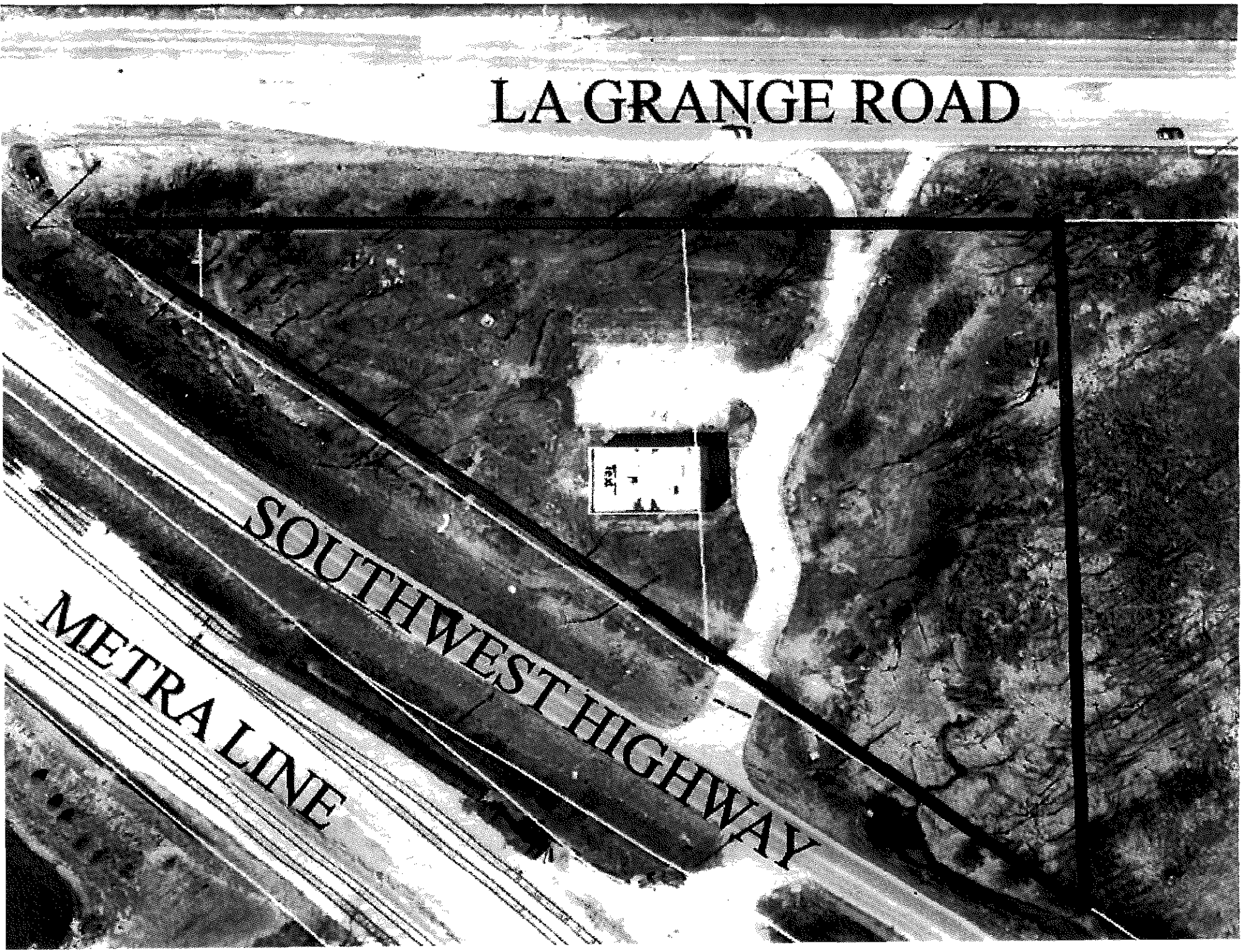


March 10, 2015

0 10 20 40 60

PRI

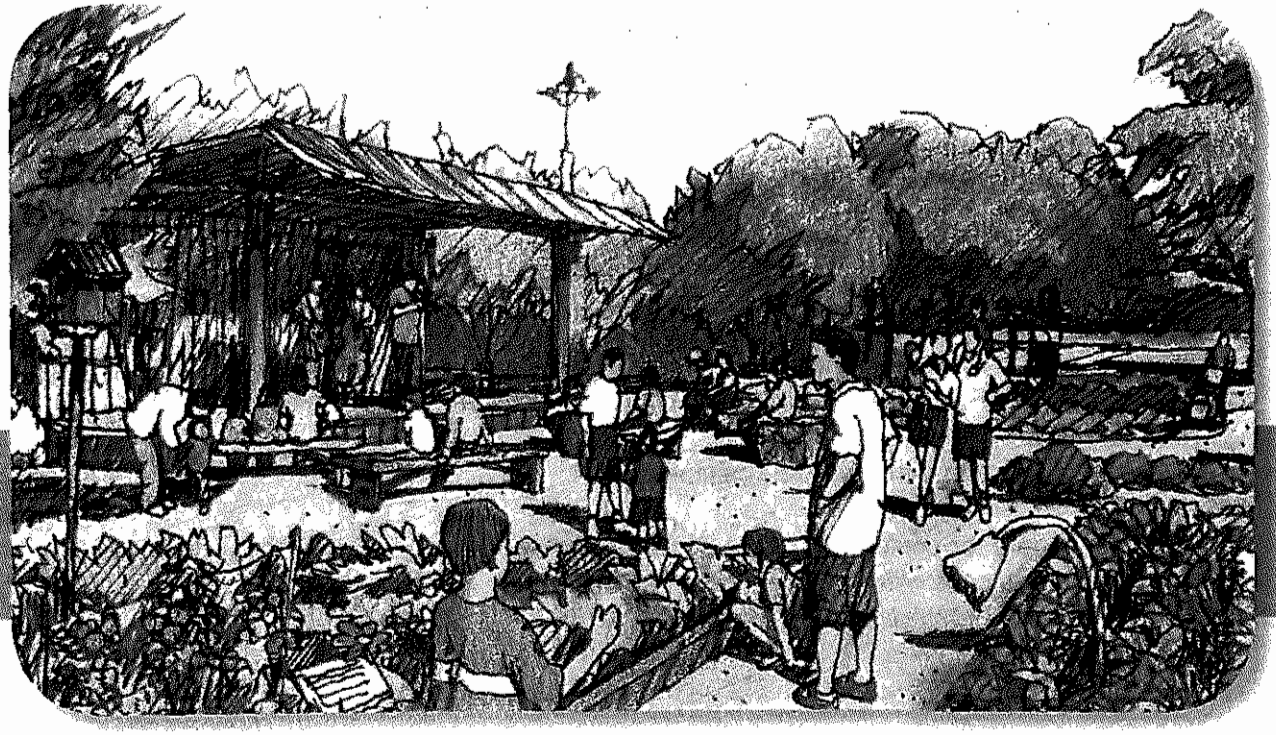
PLANNING RESOURCES LANDSCAPE ARCHITECTS


LA GRANGE ROAD
SOUTHWEST HIGHWAY
METRA LINE

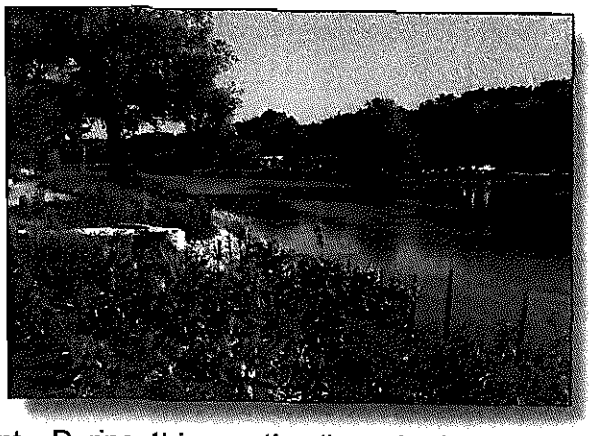
135th Street Wetlands
Village-owned
Donated 2003
O'Malley Parcels
Village-owned
Purchased July 2011
$144,000
Giannakis Property - 13901 LaGrange Rd.
24 acres (less IDOT taking)
Nature Center site
Village-owned
Purchased 2012
$280,000
"Mill Creek Green Triangle"
LAGRANGE ROAD
SOUTHWEST HIGHWAY
N

3
Project Scope

Phase I - Preliminary Engineering Documents
Phase II - Final Engineering Drawings and Permitting
Phase III - Bidding Assistance
Phase IV - Construction Observation



Phase I - Preliminary Engineering Documents



1.0 Site Survey, Tree Information & Wetland Delineation: The Village will supply the existing topographic base map and the design team will utilize this information for the project construction documents. ERA, Inc. will perform survey work to supplement the existing base plans provided by the Village and update based on the IDOT widening, revised entry drive on Lagrange Road and gather tree information. Simultaneously, a wetland delineation will be completed by ERA staff and incorporated into the survey.

1.1 Site Visit and Kick-Off Meeting: A site visit with Village staff and the consultant team will take place to review existing conditions and discuss the current and future project components. During this meeting the schedule and proposed milestone dates will be discussed. (1 meeting)

1.2 Preliminary Engineering Documents: Based on the existing master plan, the design team will undertake design development to create preliminary engineering documents. A layout plan of proposed amenities will be prepared along with preliminary storm water detention design based on the updated survey, tree information, and wetland delineation. Proposed elements and materials will be defined with photos, sketches, details and cut sheets as appropriate. Elements of the design development plans include the following:

Layout of Paving and Project Amenities:
- Trails and Boardwalk
- Permeable Vehicular Parking and Entry Drives
- Outdoor Gathering Spaces – Gardens, Seating and Classrooms
- Stormwater Detention Area(s)
- Retaining Walls west of stage and at parking lot as necessary
- Site Furnishings
- Security Lighting
- Utilities for the Stormwater Drainage System

Grading
- Fine and Mass Grading
- Incorporation of Stormwater Drainage System
- Protection of Floodplain Areas

Landscape
- Gardens
- Bio-swale and Wetland Plantings for Wetland/Mesic Zone and Prairie Zone
- Lawn and Prairie Restoration
- Tree Plantings
- Protection of Existing Trees where possible

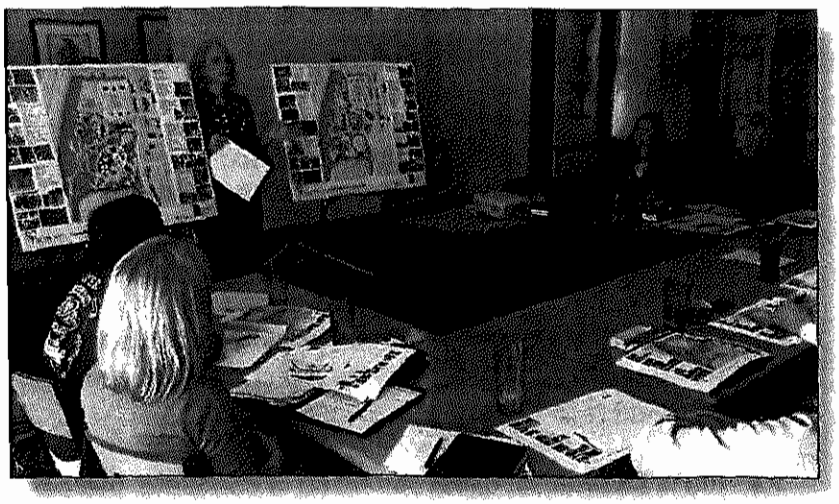
1.3 Permits: necessary for completion of the project will determined during this phase. Preliminary meetings and/or phone calls with agencies will be completed as necessary. (Up to 2 Agency Meetings)

1.4 Preliminary Cost Estimate: The design team will prepare estimated costs based on the proposed project amenities, utilities, detention requirements, and landscaping. Cost estimate will be reviewed with the Village to determine budgetary needs.

1.5 Owner Review Meeting: Design development layout, materials and costs will be presented to Staff for review. Adjustments will be made based on comments, budget, and direction given at the meeting. (1 meeting)

1.6 Plan Updates: The design team will utilize the directions given at the review meeting to revise preliminary documents which will be the basis for construction documents. Preliminary engineering including layout, grading, sections, details and preliminary landscape plan shall be included. Documents will be prepared for presentation. (1 meeting)

1.7 Plan Commission, Board & Stakeholder Meetings: Approval will be obtained for the preliminary engineering documents from the Plan Commission, Village Board and Stakeholders before final engineering plans are completed. Public input may also be sought at this time and will also be considered. Based on input and staff review, layout and materials will be updated to reflect the desires of the community. (Up to 2 Meetings)



Phase II - Final Engineering Drawings & Permitting

2.0 Final Engineering Plans, Specifications & Estimate: After approval of the preliminary engineering plans and estimated costs, construction documents will be prepared for permitting, bidding and construction. The documents will be completed at no less than 1" = 30' scale. An updated cost estimate will also be prepared for each review submittal. Final engineering documents will address the following:

- Title Sheet, Notes
- Existing Conditions,
- Tree Preservation, Demolition, & Construction Staging
- Site Layout / Dimensions
- Site Grading
- Utility, Detention and BMP's
- Erosion and Sediment Control
- Lighting
- Landscape
- Construction Details
- General Notes and Legends
- General & Technical Specifications
- Itemized Proposal Form with Quantities

2.1 Stormwater Drainage and Detention Design: As part of the development, stormwater drainage and detention will be designed for the proposed improvements. A report with drainage and detention calculations for swales, storm sewers, BMP's and stormwater detention will be provided.

2.2 Lighting Design: Lighting will be designed to provide site security lighting. Sustainable fixtures will be proposed and connection to existing electrical service on site will be included in construction documents. The site is to close at dusk, so no event or trail lighting is proposed.

2.3 70% Review Submittal: At 70% completion, construction documents and the updated cost estimate will be submitted to the Village for review. A review meeting will be scheduled and review comments will be incorporated into the documents. (1 meeting)

2.3 Permit Application Preparation & Submittals: The following permits are expected to be part of the project and will be prepared and submitted by the design team:

- MWRD - Watershed Management Permit
- IEPA - Notice of Intent
- USACE - Wetland Delineation Verification
- Village of Orland Park - Building Permit
- IDOT & FEMA Permitting, CLOMR/ LOMR -letter of map revisions are not anticipated & not included
- IDNR - permit as required

Permitting will be completed concurrently with the last weeks of engineering drawing preparation. Permits will be submitted simultaneously for the current proposed project. The team will coordinate with permit agencies and respond to agency comments.

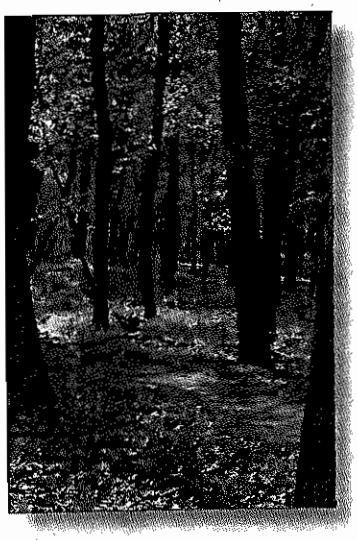
2.4 100% Submittal: Once permitting is complete, the construction documents are finalized for public bidding and include a bid proposal form. Twenty sets of the completed plans and specifications will be delivered to the Village for distribution. A digital file will be submitted as well. (1 meeting)

Phase III - Bidding Assistance

3.0 Bidding Assistance: The Village will place bid advertisements in a local newspaper and will distribute bid documents.

The design team will notify potential contractors and will be available to answer contractor questions during bidding. Addenda will be prepared as necessary.

A bid tabulation template in excel format will be prepared by Upland Design who will attend the bid opening and tally bids submitted to the Village. The design team will assist with bid reviews and check contractor references. Afterwards, an award recommendation to the Board will be prepared and submitted to the Village. (1 meeting)

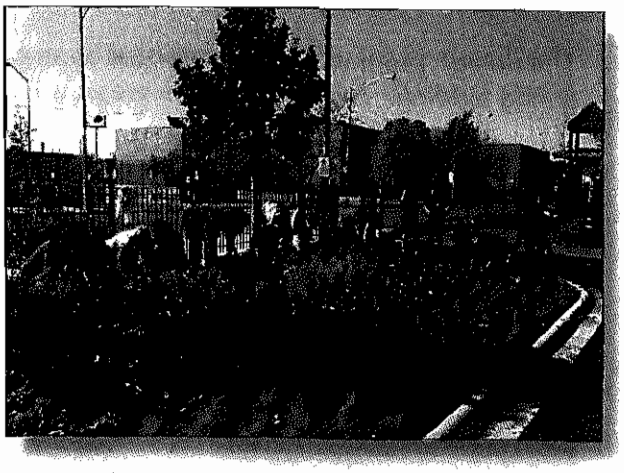


Deliverables:

- Updated Survey
- Wetland Delineation Report
- Tree Information per Village code for developed areas
- Preliminary Engineering Documents and Cost Estimate
- 70% Review Set – Construction Plans, Specifications, Bid Form and Costs
- 100% Final Engineering Documents – Construction Plans, Specifications, and Bid Form, and Engineers Estimate
- Permit Applications as noted herein
- Bid Tabulation and Contractor References

The Design Team will not be responsible for the following: Plat of Survey, LEED or Sustainable Sites Certifications, Adjustments or Improvements to the Building; Hazardous and/or Material Testing; Construction Layout; Construction Scheduling or Work, Archeological Services, FEMA map revisions, items marked future on master plan, Permits Fees and Permits not specifically noted herein.

Phase IV - Construction Observation - Optional



4.0 Construction Site Visits: As an optional service, Upland Design along with ERA will attend site visits during the project construction as part of these services. Generally they will include a pre-construction meeting, weekly review meetings and punch list walk thru. Meeting times may be adjusted as construction schedule and need dictates.

A site visit report will be made for each visit and forwarded to the Village and the Contractor.

A final walk through with substantial completion letter will be prepared when all punch list items have been completed by Upland Design.

24 visits are included. Additional visits may be completed at a per visit rate as approved by the owner.

During Construction, a project manager will be available to answer questions, review of Contractor submittals, requests for information and pay applications . Review prevailing wage submittals is by the Village.

4.1 Project Closeout: The design team will review closeout documents prepared by the contractor to ensure the owner has all necessary materials.

4.2 As-Built Survey & Measurements: ERA will prepare an as-built survey, Upland Design will review the final as built document and the survey will be submitted to the owner in autocad format as well as PDF version. One digital CD will be submitted and one paper copy.

6

Price Proposal

Professional Fees:

Phase I Design Development & Survey Includes 6 Village Meetings, Additional Meetings: $ 437 Includes 2 Permit Meetings	$ 22,242
Phase II Construction Documents & Permitting Includes 2 meetings, Additional Meetings: $ 437 Includes 2 Permit Meetings	$ 20,627
Phase III Bidding Includes 1 meetings, Additional Meetings: $ 437 Includes 15 Sets of Plans and Specifications for bidding, additional sets will be billed to the Village at cost of printing and delivery.	$ 5,253
Total	**$ 48,122**

Optional Items:

Phase IV Construction Observation (24 Site Visits)	**$ 12,139**
Each Additional Visit and Report	$ 536 per visit
Phase IV As- Built Survey	**$ 2,500**

The above fees are not to exceed without the written consent of the Village and include all expenses

SECTION II: REQUIRED FORMS

AFFIDAVIT OF COMPLIANCE

Proposers shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposer is not responsible.

The undersigned Michelle Kelly,
(Enter Name of Person Making Affidavit)

as President
(Enter Title of Person Making Affidavit)

and on behalf of Upland Design Ltd.,
(Enter Name of Business Organization)

certifies that Proposer is:

1) A BUSINESS ORGANIZATION: Yes [✓] No [ ]

Federal Employer I.D. #: 36-4411481
(or Social Security # if a sole proprietor or individual)

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

__ Sole Proprietor
__ Independent Contractor *(Individual)*
__ Partnership
__ LLC
✓ Corporation Illinois *(State of Incorporation)* December 12, 2000 *(Date of Incorporation)*

2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [✓] No [ ]

The Proposer is authorized to do business in the State of Illinois.

3) ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS: Yes [✓] No [ ]

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes [✓] No [ ]

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "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."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [✓] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers.

In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer 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.

6) <u>TAX COMPLIANT</u>: Yes [✓] No [ ]

Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

<u>AUTHORIZATION & SIGNATURE</u>:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

VILLAGE OF ORLAND PARK, ILLINOIS
RFP #15-024

The undersigned, having become familiar with the Project specified in this RFP, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Michelle Kelly
Name of Authorized Officer

President
Title

October 9, 2015
Date

Subscribed and Sworn To
Before Me This 9th Day
of October, 2015.

Notary Public Signature

NOTARY SEAL

HEATHER R STAUBER
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 28, 2018

VILLAGE OF ORLAND PARK, ILLINOIS
RFP #15-024

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY
$500,000 – Each Accident $500,000 – Policy Limit
$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY
$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)
$1,000,000 – Each Occurrence $2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)
$2,000,000 – Each Occurrence $2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

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

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance. **The Proposer agrees that if they are the selected contractor, within ten (10) 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.**

ACCEPTED AND AGREED TO:

Signature of Authorized Officer

Michelle Kelly, President
Printed Name and Title

Upland Design Ltd
Name of Business Organization

October 9, 2015
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/19/2016

PRODUCER (815) 962-6641
Keystone Insurance Agency, Inc
513 Phelps Avenue
Rockford IL 61108-

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Frankenmuth Insurance	13986
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
UpLand Design, LTD
24042 W. Lockport St.
Suite 200
Plainfield IL 60554-

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	BOP6107843	06/01/2015	06/01/2016	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY		/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
		CLAIMS MADE X OCCUR		/ /	/ /	MED EXP (Any one person)	$ 5,000
				/ /	/ /	PERSONAL & ADV INJURY	$ 1,000,000
				/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY PRO-JECT LOC		/ /	/ /		
A		AUTOMOBILE LIABILITY	BA6107843	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO		/ /	/ /		
		ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS		/ /	/ /		
		X HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS		/ /	/ /		
				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
				/ /	/ /		
		GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT	$
		ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
				/ /	/ /	AGG	$
A		EXCESS / UMBRELLA LIABILITY	BOP6107843	06/01/2015	06/01/2016	EACH OCCURRENCE	$ 2,000,000
		X OCCUR CLAIMS MADE		/ /	/ /	AGGREGATE	$ 2,000,000
				/ /	/ /		$
		DEDUCTIBLE		/ /	/ /		$
		X RETENTION $ 10,000		/ /	/ /		$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC6107843	06/01/2015	06/01/2016	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y		/ /	/ /	E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$ 500,000
				/ /	/ /	E.L. DISEASE - POLICY LIMIT	$ 500,000
A		OTHER	BOP6107843	06/01/2015	06/01/2016	Valuable papers cov	
				/ /	/ /	$100,000 limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Orland Park Nature Center

CERTIFICATE HOLDER

( ) - ( ) -
Attn: Denise Domalewski

Village of Orland Park
Contract Administrator
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

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POLICY NUMBER: BOP6107843 **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Village of Orland Park, and their respective officers, trustees, directors, employees and agents

Location(s) of Covered Operations:

Orland Park Nature Center

Description of Work Performed for the Additional Insured:

A. **Section II - Who Is An Insured** is **amended** to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured at the location(s) designated in the Schedule, but only for occurrences or coverages not otherwise excluded in the policy to which this endorsement applies.

B. With respect to the insurance afforded to the additional insured, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is **added** to **4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:**

If required in a written contract, your policy is primary and noncontributory in the event of an occurrence caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured at the location(s) designated in the Schedule.

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER: BOP6107843

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Village of Orland Park, and their respective officers, trustees, directors, employees and agents

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Copyright, Insurance Services Office, Inc., 1992

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.
This waiver of rights applies to any person or organization for whom the named insured has agreed by written contract to furnish this waiver, but shall not be construed to be a Waiver with respect to any other operations in which the insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured Upland Design, LTD

Effective Policy No. WC6107843 Endorsement No.

Premium Incl.

Insurance Company Frankenmuth Insurance

Countersigned by Michael J. Purin

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

Client#: 852903 UPLANDES

ACORD™ # CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
USI Midwest - Euclid-Prof Liab
2021 Spring Road, Suite 100
Oak Brook, IL 60523

CONTACT NAME:
PHONE (A/C, No, Ext): 630 625-5247 FAX (A/C, No): 610 362-8900
E-MAIL ADDRESS: asmaa.elewa@usi.biz

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wesco Insurance Company	25011
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Upland Design, Ltd.
24042 W Lockport St Ste 200
Plainfield, IL 60544

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS / OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			ARA111980801	03/23/2015	03/23/2016	$2,000,000 per claim/ annual aggregate	

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

Professional Liability is written on a 'claims made' Policy form.

Professional Liability Deductible: $5,000
Retroactive Date: Full Prior Acts

CERTIFICATE HOLDER

Village of Orland Park
Attn: Denise Domalewski
14700 S Ravinia Ave
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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