

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0020

Multi Year:

Amount \$50,929.00

Contract Type:

Professional Services

Contractor's Name:

Planning Resources, inc.

Contractor's AKA:

Execution Date:

2/4/2009

Termination Date:

12/31/2009

Renewal Date:

12/31/2009

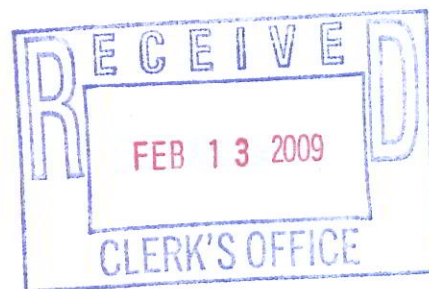
Department:

Development Services/Building

Originating Person:

Chris Krygowski

Contract Description: Landscape Reviews



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

February 13, 2009

Mr. Michael Tait
Planning Resources, Inc.
402 West Liberty Drive
Wheaton, Illinois 60187

RE: *NOTICE TO PROCEED*
Landscape Reviews

Dear Mr. Tait:

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/continue on the above stated project.

Please contact Kimberly Flom at 708-403-6128 regarding this engagement.

All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462.

For your records, I have enclosed one (1) original executed contract dated February 4, 2009 in an amount not to exceed Fifty Thousand Nine Hundred Twenty-Nine and No/100 (\$50,929.00) Dollars billed on time and materials. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Kimberly Flom
Judy Konow
Chris Krygowski

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



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Patricia Gira

February 4, 2009

Keven L. Graham, Principal
Planning Resources Inc.
402 West Liberty Drive
Wheaton, Illinois 60187

NOTICE OF AWARD – Landscape Reviews 2009-2013

Dear Mr. Graham:

This notification is to inform you that on February 2, 2009, the Village of Orland Park Board of Trustees approved awarding Planning Resources, Inc. the contract for Landscape Reviews for an amount not to exceed Fifty Thousand Nine Hundred Twenty-Nine and No/100 (\$50,929.00) Dollars per year.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 18, 2009.

1. Enclosed is the Contract for Landscape Reviews. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements forms. We need current forms on file with this extended contract. We do have a current Certificate of Insurance on file, so a new one is not necessary.

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 and Certifications are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Mike Tait
Chris Krygowski

VILLAGE OF ORLAND PARK
Landscape Reviews
(Contract for Services)

This Contract is made this **4th day of February, 2009** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Planning Resources, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

This Contract

The Terms and Conditions

The Agreement for Professional Services submitted by Contractor dated January 5, 2009 to the extent it does not conflict with this contract.

All Certifications required by the Village

Certificates of insurance

Attachment A - Current Schedule of Hourly Rates – Projected – Village Planner Consulting Services and Current Schedule of Hourly Rates For Professional Consulting Services

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

Furnish technical and professional assistance such as landscape reviews, landscape inspections, environmental (wetland/erosion) inspections or other planning services, as requested by the Village of Orland Park billed on a time and materials basis

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services: Time and Materials billed monthly based on Current Schedule of Hourly Rates for a total amount not to exceed the Board approved budgeted amount for said services.

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

SECTION 4: TERM OF THE CONTRACT: This Contract applies to the 2008/2009 fiscal year and shall commence on October 1, 2008. The WORK shall commence immediately on that date and continue expeditiously for fifteen (15) months from that date until December 31, 2009. The term of this contract shall be automatically renewed on December 31st for up to four (4) successive one year terms at the then current hourly rates in effect unless the VILLAGE notifies the VENDOR in writing at least thirty (30) days before said anniversary date that it does not wish to renew the contract. This contract 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: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Village, its trustees, officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the alleged negligent acts or omissions of the Contractor, sub-Contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

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

Contractor further agrees that all future contracts in furtherance of this contract between Contractor and any of its Sub-contractors will designate the Village as an intended third party beneficiary of that contract.

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

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

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

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

To the VILLAGE:

Denise Domalewski

Contract Administrator

Village of Orland Park

14700 South Ravinia Avenue

Orland Park, Illinois 60462

Telephone: 708-403-6173

Facsimile: 708-403-9212

e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Keven L. Graham

Principal

Planning Resources Inc.

402 West Liberty Drive

Wheaton, Illinois 60187

Telephone: 630-668-3788

Facsimile: 630-668-4125

e-mail: KGraham@planres.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 highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES. The following changes shall be made to the January 5, 2009 Agreement for Professional Services submitted by Planning Resources, Inc:

Within Section D Method of Payment, the sentence "Invoices shall be due and payable within thirty (30) days of receipt by the CLIENT" shall be stricken. Invoices shall be paid pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) as stated above in Section 2.

Section E Time of Performance shall be stricken in its entirety and replaced with Section 4 Term of Contract stated above.

Section F Hold Harmless shall be stricken in its entirety and replaced with Section 5 Indemnification and Insurance stated above.

SECTION 13: 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

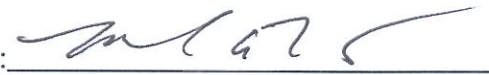
By: 

Print Name: PAUL G. GRIMES

Its: Village Manager

Date: 2/11/09

FOR: THE CONTRACTOR

By: 

Print Name: MICHAEL A. TAIT

Its: PRINCIPAL

Date: 2/9/09

**Agreement for Professional Services
Between Planning Resources Inc.
and
Village of Orland Park**

January 5, 2009

This AGREEMENT made and entered into this _____, by and between PLANNING RESOURCES INC., 402 WEST LIBERTY DRIVE, WHEATON, ILLINOIS 60187 (hereinafter referred to as the "CONSULTANT"), and the VILLAGE OF ORLAND PARK, 14700 RAVINIA AVENUE, ORLAND PARK, ILLINOIS 60462 (hereinafter referred to as the "CLIENT").

WITNESSETH THAT:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance such as landscape reviews, landscape inspections, environmental (wetland/erosion) inspections or other planning services, as requested by the Village of Orland Park (hereinafter referred to as the "PROJECT"), and the CONSULTANT has signified their willingness to furnish technical and professional services to the CLIENT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services:

The CONSULTANT agrees to perform in a good and professional manner those services such as landscape reviews, landscape inspections, environmental (wetland/erosion) inspections or other planning services.

B. Services to be Provided by the Client:

The CLIENT shall provide one copy of applicable information available to the CLIENT and deemed useful for carrying out the work on this PROJECT, as determined by the sole discretion of the CLIENT, this information shall be promptly furnished to the CONSULTANT. Examples could include base maps, utility atlas, boundary survey, etc.

If, by reason of any fault of CLIENT, materials or services to be provided by the CLIENT are not made available to the CONSULTANT in a timely manner, the CONSULTANT may, at its option, notify CLIENT in writing, and stop work on the PROJECT until such materials or services are provided.

C. Changes:

The CLIENT may from time to time, require or request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to the AGREEMENT.

D. Method of Payment:

The CONSULTANT shall submit invoices to the CLIENT not more often than once per month during the course of the work, for partial payment on account, for work completed to date. Such invoices shall represent the value of the partially completed work and shall be accompanied by a one to two-page progress report documenting the work accomplished at the end of the billing period. Invoices shall be due and payable within thirty (30) days of receipt by the CLIENT.

E. Time of Performance:

The services of the CONSULTANT will begin upon execution of this AGREEMENT by both parties. Absent causes beyond the control of the CONSULTANT, the CONSULTANT shall complete the work covered by this AGREEMENT within twelve (12) months from the date of notice-to-proceed. This AGREEMENT shall expire two (2) months after the scheduled completion date specified herein, unless the time is extended by mutual agreement of the CLIENT and CONSULTANT, as evidenced by an amendment to this AGREEMENT.

F. Hold Harmless:

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Client and Consultant, they shall be borne by each party in proportion to its negligence.

G. Termination:

This AGREEMENT may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This AGREEMENT may be terminated by the CLIENT upon at least seven (7) days' written notice to the CONSULTANT in the event that the PROJECT is abandoned by the CLIENT.

In such event, all finished and unfinished documents and work papers prepared by the CONSULTANT under the AGREEMENT shall become the property of the CLIENT and the CONSULTANT shall receive the compensation to which it is entitled based upon hours of work performed and expenses incurred in accordance with Sections D and E.

H. Nondiscrimination:

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities. This contract is subject to and governed by the rules and regulations of the Illinois Fair Employment Practices Act.

I. Contract Documents:

The contract documents that constitute the entire AGREEMENT between the CLIENT and the CONSULTANT shall include the following component parts, all of which are attached hereto and shall be deemed to be a part hereof just as though set forth in full in this AGREEMENT.

Attachment A – Current Rate Sheet

J. Excusable Delays:

The CONSULTANT shall not be in default by reason of any failure in performance of this AGREEMENT in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either the sovereign or contractual capacity, fires or floods, but in every case, if the failure to perform is beyond the control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in default.

K. Extra Work:

No extra work will be undertaken without written authorization. If requested and authorized in writing by the CLIENT, the CONSULTANT will be available to furnish, or obtain from others, extra work of the following types:

1. Extra work due to changes in the general scope of the study including, but not limited to, changes in size, complexity or character of the work items.
2. Additional or extended services due to: (a) the prolongation of the AGREEMENT time through no fault of the CONSULTANT, (b) the acceleration of the work schedule involving services beyond normal working hours, or (c) non-delivery of any materials, data or other information to be furnished by the CLIENT or others not within the control of the CONSULTANT.
3. Other additional services requested and authorized by the CLIENT that are not otherwise provided for under this AGREEMENT.
4. Attendance at additional meetings beyond those made part of this AGREEMENT and described in Attachment A.

The costs and schedule for completing extra work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provision of Paragraph C (Changes) and Paragraph E (Method of Payment) of this AGREEMENT.

L. Validation of Agreement:

The terms of this AGREEMENT will become valid upon execution by both parties:

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

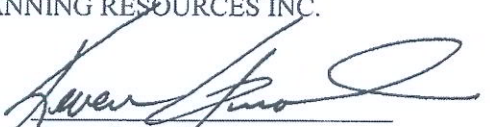
CONSULTANT:

CLIENT:

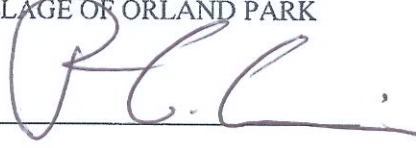
PLANNING RESOURCES INC.

VILLAGE OF ORLAND PARK

By:


Keven L. Graham

By:



Title: Principal.

Title

VILLAGE MANAGER

Date: January 5, 2009

Date:

2/11/09

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 Corporation: State of Incorporation: ILLINOIS
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.

PLANNING RESOURCES INC
Business Name

(Corporate Seal)


Signature

MICHAEL A. TAIT
Print or type name

Principal
Title

2/9/09
Date


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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, MICHAEL A. TAIT, being first duly sworn certify and say
that I am PRINCIPAL

(insert "sole owner," "partner," "president," or other proper title)

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



Signature of Person Making Certification

Subscribed and Sworn To

Before Me This 9 Day

of February, 2009.



Carol Heagney
Notary Public

SEXUAL HARASSMENT POLICY

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

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

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

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

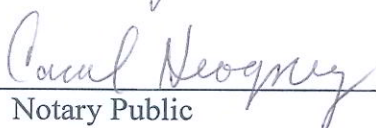
I, MICHAEL A-TAIT, having submitted a proposal for PLANNING RESOURCES INC
(Name) (Name of Contractor)

for CONSULTING SERVICES to the Village of Orland Park, hereby
(General Description of Work Proposed on)

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

By: 
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 9 Day
of February, 2009.


Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

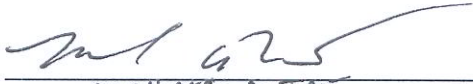
E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's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

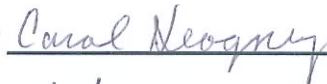
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

ACKNOWLEDGED AND AGREED TO:

BY: 
MICHAEL A. TATE

ATTEST: 

DATE: 2/9/09

TAX CERTIFICATION

I, MICHAEL A. TAIT, having been first duly sworn depose and state as follows:

I, MICHAEL A. TAIT, am the duly authorized agent for PLANNING RESOURCES INC, which has

submitted a proposal to the Village of Orland Park for

CONSULTING SERVICES. and I hereby certify
(Name of Project)

that PLANNING RESOURCES 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: [Signature]

Title: PRINCIPAL

Subscribed and Sworn To
Before Me This 9 Day
of February, 20009

[Signature]
Notary Public



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2008

PRODUCER (630)668-6644 FAX (630)668-4383
Langan Haeger Vincent & Born
211 E. Illinois Street
Wheaton, IL 60187-5495

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: Westfield Insurance Co. (A:XII)	
INSURER B:	
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CWP3981650	06/27/2008	06/27/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$250 ded Comp <input checked="" type="checkbox"/> \$500 ded Coll	CWP3981650	06/27/2008	06/27/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCP5074365	07/01/2008	07/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

see page 2

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Ongoing Work Effective 6/27/08 The Village of Orland Park, and their respective officers, trustees, directors, and employees are additional insureds under General Liability, on a primary/non-contributory basis, only if required by a written agreement. If required by written contract, a General Liability waiver of subrogation applies in favor of the above parties.

CERTIFICATE HOLDER	CANCELLATION
The Village of Orland Park Attn: Kerrie Petzo 14700 S. Ravinia Avenue Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Michael Reilly/BJA <i>Michael J Reilly</i>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2008

PRODUCER (630)668-6644 FAX (630)668-4383
Langan Haeger Vincent & Born
211 E. Illinois Street
Wheaton, IL 60187-5495

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 #

INSURED

Planning Resources Inc.
402 W. Liberty Drive
Wheaton, IL 60187

INSURER A: CNA Insurance Company

INSURER B:

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 LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Professional Liability	AEA113815063	05/10/2008	05/10/2009	\$1,000,000 Occurrence \$1,000,000 Aggregate \$15,000 Self-Insd Retention	
			5/10/94 RETRO DATE				

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

Re: Ongoing Work

CERTIFICATE HOLDER

The Village of Orland Park
Attn: Kerrie Petzo
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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Reilly/BJA

Michael J Reilly

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.

Schedule of Hourly Rates For Professional Consulting Services

The following rates include salary, overhead and fee. They are valid through December 31, 2009:

K.L. Graham, ASLA, RLA	Managing Principal, Landscape Architecture/Site Design	135.00
D.E. Garrison, ASLA, RLA, CPSI	Principal, Director of Landscape Architecture	135.00
J.E. Crane, PWS	Director of Environmental Studies	115.00
L.R. Richart	Senior Executive, Transportation/ Environ. Services	154.00
P.J. Richart	Senior Executive, Planning	147.00
R. Porter	Senior Executive QA/QC, Park Planning	130.00
K.M. Jury	Assistant Director of Environmental Studies	100.00
M.R. Ritsema	Project Ecologist	69.00
B.C. Lewis	Landscape Designer	96.00
L. M. Vierow, ASLA, RLA	Assistant Director of Landscape Architecture	98.00
M. Fox, CPSI, ASLA	Associate Landscape Architect	75.00
K. Stonehouse, AICP	Senior Planner	90.00
N.R. Schmidt	Project Planner	69.00
E.D. Weleski	Project Manager	82.00
R.J. Alexander	Project Designer	65.00
C.A. Heagney	Administrative Assistant	59.00
J.A. Graham	Administrative Assistant	59.00

Direct Costs

Mileage is billed at \$0.50 per mile, photocopies at \$0.10 each, color copies at \$2.00 each, and facsimile transmissions at \$1.00 per page. Other direct reimbursable costs are billed without markup. All major expenses will be approved by the client prior to being incurred. Receipts and expense sheets are kept on file to verify all expenditures.

Schedule of Hourly Rates - Projected Village Planner Consulting Services

The following rates include salary, overhead and fee. They are valid through December 31, 2009.

K.L. Graham, ASLA, RLA	Managing Principal, Landscape Architecture/Site Design	\$110.00
D.E. Garrison, ASLA, RLA, CPSI	Principal, Director of Landscape Architecture	110.00
J.E. Crane, PWS	Director of Environmental Studies	105.00
L.R. Richart	Senior Executive. Transportation/Environ. Services	136.00
P.J. Richart	Senior Executive, Planning	125.00
R. Porter	Senior Executive QAQC, Park Planning	125.00
K.M. Jury	Assistant Director of Environmental Studies	94.00
M.R. Ritsema	Project Ecologist	65.00
B.C. Lewis	Landscape Designer	85.00
L. McCall Vierow, ASLA, RLA	Senior Landscape Architect	92.00
M. Fox, CPSI, ASLA	Associate Landscape Architect	75.00
K. Stonehouse, AICP	Senior Planner	90.00
N.R. Schmidt	Project Planner	64.00
E.D. Weleski	Project Manager	70.00
R.J. Alexander	Project Designer	62.00
C.A. Heagney	Administrative Assistant	56.00
J.A. Graham	Administrative Assistant	56.00

Direct Costs

Mileage is billed at \$0.50 per mile, photocopies at \$0.10 each, and facsimile transmissions at \$1.00 per page. Other direct reimbursable costs are billed without markup. All major expenses will be approved by the client prior to being incurred. Receipts and expense sheets are kept on file to verify all expenditures.