

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2009-0542

Multi Year: ☐

Amount \$9,875.00

Contract Type:

Professional Services

Contractor's Name:

Metro Design Associates, Inc

Contractor's AKA:

Execution Date:

12/17/2009

Termination Date:

3/1/2010

Renewal Date:

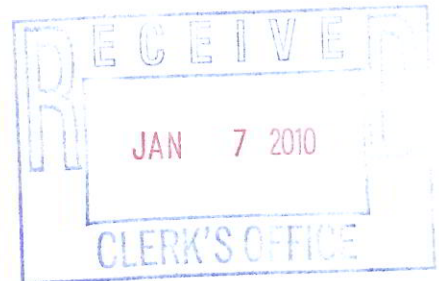
Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description: CPAC Main Drain Renovations per VGB Act



Thursday, January 07, 2010

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

January 5, 2010

Mr. Keith B. O'Higgins, PE
Metro Design Associates Inc.
1707 N. Randall Road, Suite 390
Elgin, Illinois 60123-7820

RE: *NOTICE TO PROCEED*
VGB Act CPAC Main Drain Renovations

Dear Mr. O'Higgins:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of January 4, 2010.

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

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

For your records, I have enclosed one (1) original executed contract dated December 17, 2009 in an amount not to exceed Nine Thousand Eight Hundred Seventy-Five and No/100 (\$9,875.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec
Barb O'Brien

VILLAGE OF ORLAND PARK
CPAC Main Drain Renovations – VGB Act
(Contract for Professional Engineering Services)

This Contract is made this **17th day of December, 2009** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Metro Design Associates, 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 Proposal dated November 6, 2009, as it is responsive to the VILLAGE’s requirements

All Certifications required by the Village

Certificates of Insurance

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

Provide professional engineering services as described in the attached proposal. See proposal for complete scope of work as requested by the Village of Orland Park

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

TOTAL COST: Nine Thousand Eight Hundred Seventy-Five and No/100 (\$9,875.00) Dollars plus Reimbursable Expenses as per Proposal

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion or February 26, 2010, whichever occurs first. This Contract shall terminate on March 1, 2010, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

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

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

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

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

To the VILLAGE:

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

To the CONTRACTOR:

~~Timothy A. Smith, CPD~~ **KEITH B. O'HIGGINS, PE**
Metro Design Associates, Inc
1707 N. Randall Road, Suite 390
Elgin, IL 60123-7820
Telephone: 224-629-4444
Facsimile: 847-622.7485
e-mail: tsmith@metrodesign.com **kbo@metrodesign.com**

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

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

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

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

SECTION 11: 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.

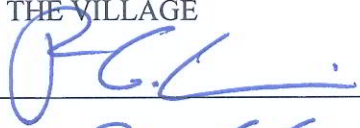
The TERMS OF PAYMENT section of the General Conditions submitted by Metro Design Associates, Inc., shall be deleted in its entirety. The Illinois Prompt Payment Act shall govern payment terms, as stated above in section 2.

The MISCELLANEOUS section of the General Conditions submitted by Metro Design Associates, Inc., shall be deleted in its entirety.

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

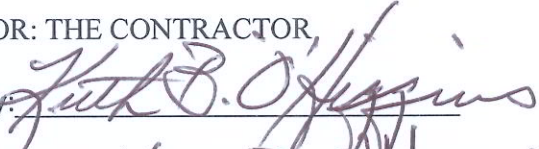
By: 

Print Name: PAUL G. GRIMES

Its: Village Manager

Date: 1/4/10

FOR: THE CONTRACTOR

By: 

Print Name: KEITH B. HIGGINS

Its: PRESIDENT

Date: 12/28/09

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

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

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

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

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

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

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

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

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

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.
18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

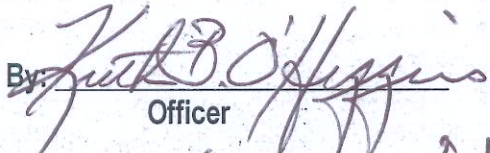
determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information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

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

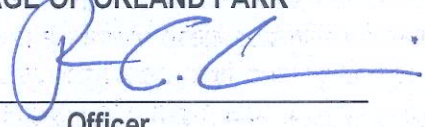
24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village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

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

METRO DESIGN ASSOC., INC. (ENGINEER)

By:  12/28/09
Officer Date
Print Name: KEITH B. O'HIGGINS

VILLAGE OF ORLAND PARK

By:  1/4/10
Officer Date
Print Name: PAUL G. GRIMES

DESIGN ASSOCIATES, INC.

ENGINEERS

1707 N. Randall Road, Suite 390 / Elgin, Illinois 60123-7820

November 6, 2009

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

Re: Engineering Proposal for
Swimming Pool Main Drain Renovations for
Virginia Graeme Baker Act Compliance at
Centennial Park Aquatic Center
Orland Park, Illinois

Dear Frank:

We are pleased to present the following engineering services proposal. We understand the scope of work as follows:

I. *Scope of Work*

Prepare engineered design drawings and specifications for the Centennial Park Aquatic Center pool main drain renovations for "VGB Act" compliance in Orland Park, Illinois. We will provide professional engineer design drawings, details and specifications, signed and sealed for construction and permitting purposes.

- A. Submit specifications, calculations, application and drawings for I.D.P.H. permit. Submit responses and clarifications as necessary.
- B. All designs will be developed from electronic CAD plans developed by my office from your existing hardcopy prints from the original design. All necessary site utility or topographical surveys will be provided by others.
- C. We will prepare sketches and installation instructions for the grate replacements to be provided and installed by the Village's maintenance staff.

II. *Design Services*

A. Preliminary Design Phase:

1. Attend meeting with you and your staff to review the project program and the "VGB" evaluations and recommendations.
2. Establish structural renovation requirements for project.
3. Develop mechanical and structural designs using AutoCAD software. CAD base drawings will be developed by us from your existing drawings for the development of construction drawings.
 - a. We can offer a fee credit if you can supply AutoCAD software base plans from your original architect. The time to re-draw the existing plans in AutoCAD can easily reach 10-15 hours.

B. Construction Document Phase:

1. Prepare complete design drawings, details and schedules for the mechanical, structural and finish work to modify the existing main drains and gates. Complete designs will be prepared in order to return the facility to its original full function.
2. Prepare construction specifications for all work prepared in CSI format.
3. Attend one (1) design coordination review meeting with your staff.
4. Submit drawings for formal progress review.
5. Furnish completed design drawings and specifications ready for submission to I.D.P.H. and respective bidders. The information to bidders and general bidding requirements will not be included with IDPH submittal, and only supplied to bidding contractors. The Village of Orland Park will be supplied with one (1) hard copy and one (1) electronic copy (pdf format) of the IDPH submittal.

C. Permit Phase:

1. Submit permit drawings, specifications and applications to the Illinois Department of Public Health (I.D.P.H.) and local code authority for their review. Documents will be signed and sealed by an Illinois licensed Professional Mechanical and Structural Engineer.
 - a. The minimum IDPH submittal shall include three (3) copies of the following information:
 - 1) Cover Sheet, Location Map by Section, and Village of Orland Park Logo (if available).
 - 2) Flood Certification shall be included with the IDPH Application Form.
 - 3) The Village will be responsible for providing "Not for Profit Tax Status" confirmation.
2. Prepare supplemental drawings and/or specifications required to clarify permit documents. Material will be furnished in typed or electronic addendum format ready for distribution.

D. Bidding Phase:

1. Review and comment on the Village of Orland Park's front end bidding requirements including bidders notice, bidders' instructions, and general bidding conditions. We will insert these into the specification manual prior to bidding.
2. Distribute drawings and specifications to prospective bidders.
3. Schedule and attend a pre-bid conference for bidding contractors.
4. Review bids and make recommendation for award.
5. Perform scope review with selected contractor.

E. Construction Phase:

1. Perform shop drawing reviews.
2. Perform two (2) site observation visits and submit a typed report.
3. Perform one (1) final site observation visit with Owner and Contractor. Issue final observation report/punch list in typed format.

III. *Additional Services*

A. Periodic Site Observations:

1. Provide additional periodic site observations and follow up report on a lump sum basis of Six Hundred Twenty Five Dollars (\$625.00) per visit.

B. Permits:

1. Written review responses, drawing changes, additional information outside of the work scope, and/or meetings with permitting agencies or code officials will be considered as an additional service and will be billed on our standard time basis, per the attached hourly rate schedule.
 - a. Mileage and travel expenses to Springfield will be considered a reimbursable expense.

C. Contract Preparation and Construction Cost Negotiations:

1. Services to prepare contract conditions, general requirements, bid notices, owner/contractor agreements or negotiate the actual construction cost from competitive bid prices received from contractor(s) will be considered an additional service. These services include, but are not limited to, preparation of legal notices or contracts, meetings with your staff and/or contractors reviewing potential cost saving items, evaluating equipment/material substitutions and redesign of bidding documents. Cost negotiation services will be billed on our standard time basis, per the attached hourly rate schedule.

IV. *Compensation*

A. Lump Sum Fee – Design, Permit and Construction Phase:

1. We will provide mechanical and structural design engineering services described in Sections I. and II. above, on a lump sum fee basis of Nine Thousand Eight Hundred Seventy Five Dollars (\$9,875.00), exclusive of reimbursable expenses.

B. Alternate Bids:

1. We will prepare alternate bid drawings and specifications as directed by your staff.
2. Billing for dual, but unlike alternatives will be on a pre-negotiated lump sum, or on an hourly basis per the attached hourly rate schedule.

C. Reimbursable Expenses:

1. Fees paid for securing approval of authorities having jurisdiction over the project will be considered a reimbursable expense, unless paid by others.
2. All plotting and printing costs for our in-house use will be paid for by Metro Design Associates, Inc. Printing, plotting and delivery costs for review sets for your staff, other consultant's review, review sets for local code authority and/or the permit submittal will be a reimbursable expense. All printing, plotting and delivery costs for final distribution of construction documents to your staff and I.D.P.H. will be a reimbursable expense. The Village of Orland Park will be supplied with one (1) hard copy and one (1) electrical copy (pdf format) of all bidding documents and addendums at Metro Design's expense.
3. All expense of postage, express delivery, and handling of drawings, specifications, shop drawings or other documents will be a reimbursable expense.
4. All project required travel mileage will be billed on the current government I.R.S. mileage rate.
5. All travel expenses for meeting with the I.D.P.H., Springfield office, will be a reimbursable expense.

V. *Billing*

- A. Billing will be made monthly for work performed during the previous month. Bills will be prepared on a percentage of completion basis.
- B. Additional hourly services will be billed monthly for work performed during the previous month.
- C. Billing will be made monthly for reimbursable expenses at 115% of our direct costs.

VI. *Design Contract Qualifications*

- A. Metro Design Associates, Inc. does not perform site utility or topographic surveys, therefore, we cannot be responsible for verifying the accuracy of said information to be provided by your firm or Owner's personnel.
- B. This Agreement does not contemplate our handling of, or design including use of, asbestos or any hazardous waste material. The Owner agrees to hold harmless, defend or indemnify the Engineer of all claims, lawsuits, expenses or damages arising from or related to the handling, use treatment, purchase, sale storage or disposal of asbestos, asbestos products or any hazardous waste materials.

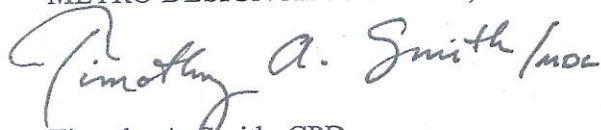
VII. *Acceptance of Engineering Proposal*

- A. This proposal letter and the attached General Conditions, when signed constitutes an agreement between Metro Design Associates, Inc. and the Village of Orland Park for engineering services. The signed engineering proposal letter will be used as an agreement for design services for this Project.
- B. We have enclosed two original proposal letters for your review. If you agree with our proposal, please indicate your acceptance by signing one copy and returning it to our office. We will assign a design team to this project and begin work upon receipt of this signed proposal letter.

We thank you for asking our firm to submit this engineering services proposal. We look forward to working with you and the Village's Staff.

Sincerely,

METRO DESIGN ASSOCIATES, INC.



Timothy A. Smith, CPD
Vice President

DESIGN PROPOSAL ACCEPTED:



(Client Name)



(Signature)

Date: 1/4/10

TAS/MDL

HOURLY CHARGE RATES

Principal	\$188.00
Director of Engineering	\$165.00
Department Manager	\$153.00
Group Manager	\$144.00
Project Manager	\$124.75
Sr. Engineer	\$115.00
Engineer	\$110.00
Construction Administration Engineer	\$ 99.75
Sr. Designer	\$ 98.25
Technicians	\$ 90.00
CAD Operator	\$ 78.00
Clerical	\$ 64.25

GENERAL CONDITIONS

TERMS OF PAYMENT: Unless otherwise provided in this contract, Metro Design Associates, Inc. (Metro) will submit invoices for work that has been completed (each of which is due and payable within 32 days of any invoice date). If any invoice is not paid within 32 days of invoice date, we may add late payment charges of 1 1/2% per month. Fees are due and payable as outlined above and are in no way contingent on the Client obtaining funding or receiving his fee from his client. Metro may, after giving seven days written notice to Client, suspend services under this Agreement until paid in full all amounts due for services and expenses. If any legal proceedings are instituted with regard to the enforcement of any terms of this contract and/or for the collection of any sums due Metro hereunder and award is made in favor of Metro regardless of any setoffs awarded to Client, Metro shall be awarded its reasonable attorney fees and costs of litigation, including but not limited to, expert witness fees, court reporter charges, filing fees and all other similar costs.

STANDARD TIME BASIS: Fees for professional and/or technical services which are to be performed in connection with any project on Metro's Standard Time Basis (sometimes referred to as "per diem" or "cost plus" basis) will be calculated as follows: Charges (except for principal) shall be equal to total of (a) "Direct Personnel Expense (DPE)" times 2.3, (b) 115% of "Reimbursable Expenses" (as defined below), (c) 110% of Subcontract Expenses". "Direct Personnel Expenses (DPE)" are defined as total amount paid to, or for, all employees used on the project, including mandatory and customary employee benefits, insurance, sick leave, holidays, vacations and similar fringe benefits.

FEES BILLED AT HOURLY RATE: Fees for professional and/or technical services which are to be performed in connection with any project on Metro's Hourly Rate Schedule (sometimes referred to as T & M) will be billed according to the then-current rate schedule in effect plus 115% of "Reimbursable Expenses" (as defined below), and 110% of Subcontract Expenses'.

ESTIMATE FOR FEES, BASED ON STANDARD TIME BASIS OR AT HOURLY RATE: If an estimate of Metro's fee is stated in this proposal, the estimate shall not be considered a firm figure, unless specifically stipulated.

FEES BILLED AS A LUMP SUM: Fees for professional services that are to be billed on a basis of a lump sum will be billed monthly for the basic services and requested additional services. Billing will be based upon Metro's estimate of the portion of the total services actually completed or designed but not built.

FEES BILLED AS A PERCENT OF CONSTRUCTION COST: Fees for professional and technical services that are based on a percentage of construction costs will be billed on intermediate best available cost data at the time. Final payment shall be adjusted to reflect total compensation payable based on final total cost of construction designed by Metro, including cost of "deductible alternate bids" that are designed but not built.

REIMBURSABLE EXPENSES: Reimbursable Expenses' are defined as actual non-labor expenditures incurred on the project, including transportation, subsistence and other travel expenses, toll calls, printing of specifications, reproductions, blue prints, mailing and similar items.

STANDARD OF CARE: Metro and its subconsultants will exercise that degree of care and skill ordinarily exercised by similar situated Engineers and engineers practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. Metro shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

CONSTRUCTION OBSERVATION: If, as part of this contract Metro is providing construction observation, Metro shall make visits to the construction site to observe the progress and quality of the contractor's (s) work to determine in general if such work is proceeding in accordance with the contract documents. Metro shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work. Metro shall not be responsible for the means, methods, techniques, sequences or procedures of construction or of the safety precautions and programs incident to the work of the contractor. Metro does not warrant or guarantee contractor's (s) work, and shall not be responsible for the failure of contractors to perform the work in accordance with the construction documents.

CONSTRUCTION ESTIMATE: Metro does not guarantee its opinions of probable cost. If the Client wishes greater assurance as to probable construction costs or if the Client wishes formal estimates, an independent Cost Estimator should be employed. The Client shall advise Metro in writing at an early date the budgetary limitations for the overall project cost or construction cost. Metro will endeavor to work within those limitations. If requested, Metro will periodically submit opinions as to the probable construction cost.

LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the Project to both the Client and Metro, the Client agrees, to the fullest extent permitted by law, to limit the liability of Metro and Metro's officers, directors, employees, consultants and sub-consultants to the Client/Owner and to all construction contractors and sub-contractors on the Project(s) for any and all claims, losses, costs damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys fees and costs and expert witness fees and costs, so that the total aggregate liability to all those named shall not exceed two times Metro's total fee paid for services rendered on this Project(s). It is intended that this limitation apply to any and all liability or cause of action arising unless otherwise prohibited by law.

It is intended by the parties to this Agreement that Metro's services in connection with the Project shall not subject the Metro's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Metro, an Illinois corporation, and not against any of Metro's individual employees, officers or directors.

CONTRACTORS' INSURANCE: If, as part of this agreement, Metro is to prepare bid documents and/or owner-contractor contracts, the Client will provide Metro with all information as to insurance requirements to be carried by the construction contractor(s). If the Client does not provide this information to Metro in a timely fashion, Metro will provide in the bid documents a set of insurance requirements that, in the opinion of Metro, may be appropriate for the job. Inasmuch as Metro is not in the business of advising on insurance matters, Metro does not guarantee the amount of insurance specified will be sufficient. The Client shall indemnify and hold Metro harmless in the event of any loss suffered as a result of insufficient insurance coverage. The Client shall require the Contractor to indemnify Metro and name Metro as Additional Insured on a primary and non-contributory basis on the Contractor's general liability insurance.

REUSE OF DOCUMENTS: All documents, including drawings and specifications furnished by Metro pursuant to this Agreement, are instruments of services in respect to the project. They are not intended or represented to be suitable for reuse by Metro or others on extensions of the project or any other project. Any reuse without specific written verification or adaptation by Metro will be at Client's/Owner's sole risk and without liability or legal exposure to Metro, and Client/Owner shall defend, indemnify and hold harmless Metro from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Metro to fee as agreed upon by Client/Owner and Metro and in absence of agreement, a reasonable fee shall be awarded to Metro.

TERMINATION: This agreement is subject to termination by Client or Metro should the other fail to perform its obligations hereunder. In the event of any termination, Metro will be paid for all services rendered to the date of termination, all-reimbursable expenses and reimbursable termination expenses, including reasonable attorneys fees and costs.

MEDIATION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Metro agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to mediation unless the parties mutually agree otherwise. The Client and Metro further agree to include a similar mediation provision in all agreements with all independent contractors and consultants retained for the Project. The mediation shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect as of the time mediation is requested. A request for mediation shall be made in writing, delivered to the other party to this agreement and filed with the person or entity administering the mediation. The parties shall share the mediator's fee and filing fees equally. The mediation shall be held in a place where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as Settlement Agreements in a Court of competent jurisdiction.

TIMELINESS OF PERFORMANCE: The Client and Metro are aware that many factors outside Metro's control may affect Metro's ability to complete the services to be provided under this agreement. Metro will perform these services with reasonable diligence and expediency consistent with sound professional practices.

ENGINEER RELIANCE: Unless otherwise specifically indicated in writing, Metro shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

CERTIFICATIONS: Metro shall not be required to sign any documents, no matter by whom requested, that would result in Metro's having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

THIRD PARTIES: Nothing contained in this agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Metro. Metro's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Metro because of this Agreement or Metro's performance of services hereunder.

CONSEQUENTIAL DAMAGES: Metro and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

MISCELLANEOUS: If the Client issues a Purchase Order of which this Proposal becomes a part, the terms of this Proposal will take precedence in the event of a conflict of terms. The laws of the State of Illinois shall govern this document and Metro's performance. Except where a State's Mechanic's Lien Law requires otherwise if legal proceedings become necessary to enforce any term of this agreement the venue thereof shall be the State of Illinois, County of Kane, or the Federal Court for said State and County and Client expressly waives any claim or right to have such legal proceedings placed in any other State or County. To the fullest extent permitted by law the parties hereby expressly and knowingly waive any right to a jury trial they may have for all causes, claims, and issues in any way relating to or directly, indirectly or wholly or in part arising from this Contract. In the event that any court of competent jurisdiction holds any part of this document invalid, the remainder of the Agreement shall remain in full force and effect.

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.

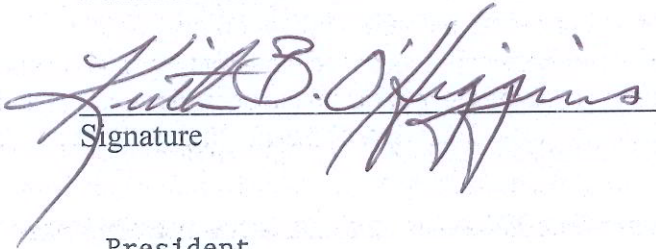
X Corporation: State of Incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

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.

Metro Design Associates, Inc.
Business Name

(Corporate Seal)


Signature

Keith B. O'Higgins
Print or type name

President
Title

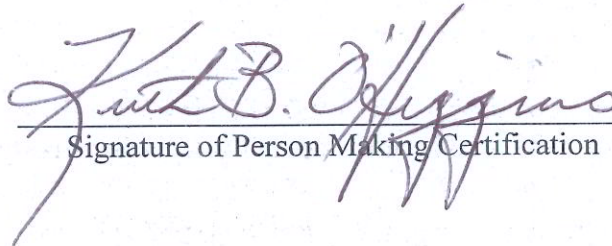
December 29, 2009
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Keith B. O'Higgins, being first duly sworn certify and say
that I am President
(insert "sole owner," "partner," "president," or other proper title)

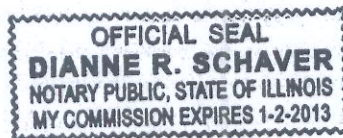
of Metro Design Associates, Inc., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense 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 29th Day
of December, 2009.

Dianne R. Schaver
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)

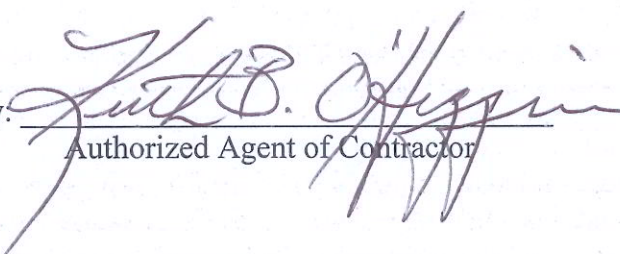
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

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

I, Keith B. O'Higgins, having submitted a proposal for Metro Design Associates, Inc.
(Name) (Name of Contractor)

for VGB Act CPAC Main Drain Renovations to the Village of Orland Park, hereby
(General Description of Work Proposed on)

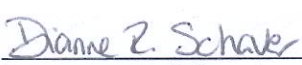
certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

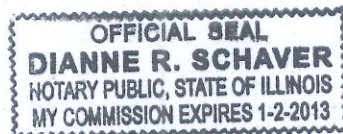
By: 
Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 29th Day

of December, 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: METRO DESIGN ASSOC., INC.

ATTEST: Anthony B. O'Leary

DATE: 12/28/09

TAX CERTIFICATION

I, Keith B. O'Higgins, having been first duly sworn depose
and state as follows:

I, Keith B. O'Higgins, am the duly authorized
agent for Metro Design Associates, Inc., which has
submitted a proposal to the Village of Orland Park for

VGB Act CPAC Main Drain Renovations and I hereby certify
(Name of Project)

that Metro Design Associates, Inc. is not

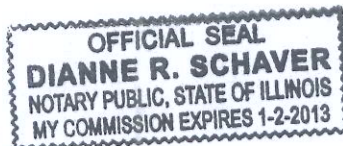
delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

- 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: Keith B. O'Higgins
Title: PRESIDENT

Subscribed and Sworn To
Before Me This 29th Day
of December, 2009.

Dianne R. Schaver
Notary Public



REFERENCES

(Please type)

ORGANIZATION Mt. Prospect Park District

ADDRESS 1000 W. Central

CITY, STATE, ZIP Mt. Prospect, IL 60056

PHONE NUMBER 847-255-5380

CONTACT PERSON Louis Ennesser

DATE OF PROJECT July 2009

ORGANIZATION Arlington Heights Park District

ADDRESS 1436 East Davis

CITY, STATE, ZIP Arlington Heights, IL 60005

PHONE NUMBER 847-577-5650

CONTACT PERSON Alan Welk

DATE OF PROJECT February 2009

ORGANIZATION Dundee Township Park District

ADDRESS 21 North Washington

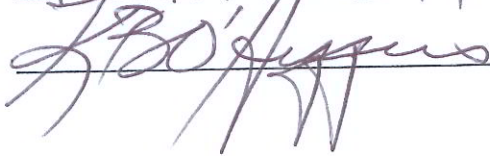
CITY, STATE, ZIP Carpentersville, IL 60110

PHONE NUMBER 847-551-4300

CONTACT PERSON Tom Mammoser

DATE OF PROJECT May 2006

Proposer's Name: KEITH B. O'HIGGINS

Signature: 

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

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

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

PROFESSIONAL LIABILITY

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

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 28th DAY OF December, 2009

Signature

Printed Name & Title

Kathleen Higgins
President

Authorized to execute agreements for:

Metro Design Assoc., Inc.
Name of Company

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2009

PRODUCER

Willis of Illinois, Inc.
233 S. Wacker Drive
Suite 2000
Chicago IL 60613

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

INSURED

Metro Design Associates, Inc.
1707 N. Randall Road
Suite 390
Elgin IL 60123

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Hudson Insurance Company	25054
INSURER B: Travelers Casualty Ins Co of	19046
INSURER C: Charter Oak Fire	25615
INSURER D:	
INSURER E:	

COVERAGES

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	X		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Addl Insd per CGD3810907 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	6809238L470COF09	4/4/2009	4/4/2010	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
C			AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	6809238L470COF09	4/4/2009	4/4/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
			EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XSUB5694Y09809	4/4/2009	4/4/2010	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A			OTHER Professional Liability	AEE7180003	4/4/2009	4/4/2010	\$2,000,000 per claim \$2,000,000 aggregate

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

*Except for non-payment, 10 days. Additional Insured-General Liability is included per form CGD3810907 as required by written contract.
RE: Metro Project #1034-A-2
Additional Insured - General Liability (Primary/Non-Contributory): Village of Orland Park, and their respective officers, trustees, directors, employees and agents
Waiver of Subrogation in favor of the additional insureds

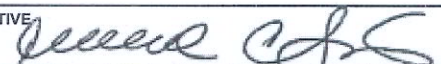
CERTIFICATE HOLDER

Village of Orland Park
Denise Domalski
14700 South Ravina 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



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.