**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND GENERAL CODE, LLC FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 5th day of May, 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and GENERAL CODE, LLC (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Recodification Services (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:
   ☒ The Consultants's Proposal or Bid No. _____, and dated March 19, 2021; and/
   ☒ or Village of Orland Park RFQ/RFP/Purchase Order No. 21-019.
   which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request for Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

   A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:
      ☒ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
      ☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
      ☐ subject to a not-to-exceed amount of $_____ ("Contract Price")

   B. Invoices: The Consultant agrees to and shall prepare and submit:
      ☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
      ☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.

   C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

   D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of

or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

☒ Scope of Services as set forth in the Consultant's proposal dated March 19, 2021 (Exhibit A)

☐ Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than May 10, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than November 10, 2022 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent

relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement 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:**
George Koczwara, Village Manager
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: (708) 403-6151
Facsimile: (708) 349-4859
e-mail: gkoczwara@orlandpark.org

**To the Contractor:**
Marcia Clifford, Codification Account Manager
General Code, LLC
781 Elmgrove Road
Rochester, NY 14624
Telephone: (800) 836-8834
Facsimile: (585)328-8189
e-mail: mclifford@generalcode.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.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of

resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

(c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

(iv) Professional Liability:

(a) Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

(b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The

following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising

in whole or in part or in consequence of the negligence or willful misconduct of the Consultant in the course of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.

B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.

D. Certification to Enter into Public Contracts: The Consultant certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.

G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.

18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as

required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.

22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.

23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed

and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: GENERAL CODE, LLC

By: Cristina LoVerde
Cristina LoVerde (May 7, 2021 08:54 EDT)
Name: Cristina LoVerde
Its VP of Client Engagement and Authorized Agent

VILLAGE OF ORLAND PARK

By: George Koczwara
Name: George Koczwara, Village Manager

ATTEST: _____

EXHIBIT A
[ATTACH]
Scope of Work as set forth in Consultant's Proposal dated March 19, 2021
and/or in Village Proposal Number 21-019 dated March 5, 2021

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

**EXHIBIT A**

ORLAND PARK

RFP 21-019

Recodification Services, Publication and Supplemental Services
for the Municipal Code and Land Development Code

## PROJECT DETAILS

### Scope of Services

The Village of Orland Park is requesting proposals for the codification of the legislation of the Village, including publication and supplemental services. Listed below are the various required components for the codification project. The codification firm shall clearly describe, in its response, a recommended process for achieving these components. The proposals should include an estimated timeline for each component.

The successful proposer shall provide, but is not limited to, the following services:

1. Legal Research and Analysis

   a) Provide a comprehensive analysis **by a licensed attorney** of the current Village of Orland Park Code and Land Development Code to determine any internal code inconsistencies, conflicts, or obsolete provisions, as well as inconsistencies between the Village's ordinances, State of Illinois statutes, and federal law. Analysis should outline findings, provide alternatives, and allow the implementation of desired improvements. Provide suggestions regarding reorganization and/or restructuring of the Codes to make their usage or interpretation more clear and/or concise. In addition, the analysis should include practical recommendations concerning enforcement, fines/fees and penalties, and identification of possible new subjects for legislation.

   b) Provide a written comprehensive editorial and legal report outlining the results of the analysis. This report should be included with the draft of the new Codes to assist Village staff in reviewing the draft Codes.

   c) Hold a conference meeting or meetings with the proposer's attorney and Village staff for review of draft Codes and editorial analysis. Discuss all inconsistencies and conflicts discovered during research, as well as obsolete provisions. Recommendations should be made regarding solutions to the issues discussed with sample ordinances provided upon request.

   d) After conference meeting(s) staff will work with selected proposer on the Village's preferred solution(s) to reported inconsistencies and outline the appropriate process for approval.

   e) Provide a synopsis of conference meeting(s) outlining substantive changes, solutions and implementations agreed upon for review with draft code. Synopsis should outline approval process for Land Development Code and Village Code. Land Development Code changes require public hearing before the Plan Commission, and public meetings at the Committee of the Whole and Village Board of Trustees. Attendance at these meetings may be required.

   f) Provide solutions and model ordinances to resolve inconsistencies, conflicts, or obsolete provisions in the Village Code and Land Development Code or areas requiring new ordinances, as well as sample wording for common topics to assist with drafting new ordinances.

   g) Update all State of Illinois law references and append new references as necessary.

   h) If necessary, hold conference meeting(s) to make final corrections, additions, and deletions to the Codes.

i) Research subsequent ordinances to determine if there are inconsistencies, conflicts or obsolete provisions.

2. Recodify Existing Code and Prepare Draft of New Village Code and Land Development Code

The Village will provide the successful proposer with an electronic copy of the existing Village Code and Land Development Code. The proposer shall recodify the existing Codes and submit a draft of the new Village Code and Land Development Code for review by Village staff. The draft should, at a minimum, include the following:

- Formatting to facilitate easy use by the reader
- Precise, up-to-date phraseology
- Logical chapter arrangement
- Tables, drawings, designs, formulae, graphics, or other materials as required by the Village
- Chapter analysis listing articles, divisions, and sections
- References to State of Illinois statutes, Village ordinances, and amendments
- Table of contents listing the major divisions of the code, including all titles and chapters
- Section introductions/summaries
- Cross-references and footnotes concerning related sections of the Village Code and Land Development Code
- Legislative history indicating the source and date of adoption of each enactment
- Tables of special ordinances covering such topics as annexations, zoning map changes, franchises, etc. These ordinances should be listed in table form by ordinance number, date of passage, and include a brief description of each ordinance
- Comparative table listing all ordinances included in the Code and indicating the section in the previous Code from which it was derived
- Parallel reference tables indicating which code sections are based on State of Illinois statutes, where prior code sections appear in the new Code, and a cross-reference of ordinance numbers to code section numbers
- State of Illinois law reference table listing by state law citation all sections carrying a reference
- Comprehensive, keyword index that quickly directs the reader to the desired subject matter

Notes concerning suggested changes resulting from the initial legal analysis of the Village Code and Land Development Code should be included with the draft Code for easy review by Village staff.

3. Typesetting and Proofs

Provide Village with a set of proofs of final code for review and approval. Timeline requirements for approval of proofs by the Village should be included. The successful proposer must guarantee typographical correctness of final Codes and correct all errors attributable to proposer without charge to the Village.

4. Publication of Code

The proposer shall provide a hard copy, computerized and internet versions of the final Village Code and Land Development Code.

- The proposer shall make all changes to the draft Village Code and Land Development Code as directed by the Village and format the code for publication in the page format, type size, and style requested by the Village. The final page layout of the Code will be in an 8 ½ x 11 inch, single-column format on high-quality paper.

- Hard copies shall be bound in high-quality, custom-imprinted binders, in a color chosen by the Village, with the Village of Orland Park seal embossed on the front and spine of the binder. Separator tabs printed on both sides will separate and reflect the major parts or chapters of the Code.
- The base price for services should include the publication and delivery to the Village of 10 hard copies of the Code, bound as stipulated by the Village.
- An Internet version of the Codes shall be provided and hosted by the proposer with a link from the Village of Orland Park's home page. The format will allow users to search the Codes and download provisions.
- It is the proposer's responsibility to ensure that all equipment, facilities, hardware, software, and services to complete and maintain this program are included in the proposed cost and fees. The contract will be awarded to a single vendor who will assume complete responsibility for this program service.
- Final versions of Village Code and Land Development Code must include a comprehensive keyword index.

5. Code Delivery, Recordkeeping, and Supplement Distribution

All proposals should include a recordkeeping system to keep track of the distribution, sale, and maintenance of Codes and supplements. Each Code should be serially numbered, and each supplement should be serial numbered to match the Code books and individually enveloped and addressed to the department or individual who holds that copy of the Code.

6. Support and Training

Provide user manuals, training, and toll-free telephone/e-mail support for all programs as well as software installation support during normal business hours.

7. Adopting Ordinance

The proposer shall provide a draft of an adopting ordinance, providing for the formal adoption by reference of the new code.

8. Supplement Service

Upon passage of a new or amending ordinance, it will be forwarded to the successful proposer for inclusion in the Codes. The ordinances will be furnished to the proposer electronically. The proposer shall establish a special e-mail address to receive e-mailed ordinances. The final page layout of supplements will be in an 8 ½ x 11 inch, single-column format.

New or amending ordinances are to be analyzed for discrepancies or conflicts with other parts of the code, State of Illinois statutes, and federal law and prepared for inclusion in the Village Code and Land Development Code.

All tables, drawings, designs, formulae, graphics, or other materials as required by the Village are to be included with the supplements.

All necessary changes are to be made to the Village Code and Land Development Code on a revolving basis, but not less than **quarterly**, including removal of repealed or amended provisions, insertion of new ordinances, and all revisions to the index and all tables. An **option** should be

included for the provision of the electronic version codebook and Internet supplement updates every month and hard copy supplement updates every quarter.

Supplements will be provided to the Village in hard copy, computerized, and Internet versions. Hard copy version should include instructions for removal of obsolete pages and insertion of new pages.

A checklist of up-to-date pages shall be prepared and kept current for the benefit of the hard copy user. This checklist will include a list of each page in the Code and the most current supplement from which it is derived, which will allow instant determination of whether the user is relying on a page reflecting current ordinances.

Supplement Service will be for five years with the option to renew annually thereafter upon Village Board approval.

After the publication of the Code of Ordinances is complete the Codification Firm will continue to maintain the Code as new legislation is enacted or ordinances are changed or repealed as follows:

- Post updates to the website where Codes are maintained in an agreeable timeframe, but not less than monthly, after receiving from the Village.

- Incorporate all changes and additions into the appropriate place in the existing Codes, including deletion of repealed ordinances, and update table of contents and index as necessitated.

- Publish loose-leaf supplements on a quarterly basis for 10 codebooks after incorporating all changes. Include with each supplement a page of instructions for removal of the obsolete pages and insertion of the new pages.

- If requested by the Village, make available printed copies of selected chapters or portions of the Codes, printed and bound in separate covers. Prices for such services shall be quoted at the time of the request.

9. Subscriber Service Option

All proposals should include an **option** for subscriber services. The subscriber service would offer the printed and electronic/Codebook versions of the Code and all subsequent supplements for purchase by individuals outside of the Village government.

The Village reserves the right to set the total cost of the codes for subscribers. After subtracting production cost as well as shipping and handling charges, the net proceeds would be credited to the Village's future supplement invoices.

Subscriptions would be offered to individuals on an annual basis and subscribers would receive quarterly supplements during the twelve-month subscription.

The proposer would incur all mailing costs for the marketing of the subscriber service. Order forms with an announcement of the codes and supplement service availability would be included in the mailing.

The proposer would print subscriber's orders on an as needed basis. The Village would not be required to pre-purchase copies or store extra copies.

10. Pamphlets Option

All proposals should include an **option** for the provision of pamphlets containing component parts of the Village Code and Land Development Code. Cardstock-covered pamphlets of any chapter or combination of chapters or component parts of the Village Code and Land Development Code should be available at any time, in any quantity. Pamphlet information should be updated to coincide with supplement updates.

## Optional Services

The Codification Firm may provide information on any additional product options or services related to this codification project not outlined in this Request for Proposals. Please include a complete description of the services, procedures involved, and a separate breakdown of all applicable costs.

Policy and Procedure Management Software: If the Codification firm offers a product that provides an additional service for Policy and Procedure management, please include a complete description of the services, procedures involved, and a separate breakdown of all applicable costs.

# Proposal for Codification Services

PREPARED FOR:

Village of Orland Park, Illinois

PREPARED BY:

MARCIA CLIFFORD, ESQ.
CODIFICATION ACCOUNT MANAGER
mclifford@generalcode.com
800.836.8834

DATE:
March 19, 2021
(Valid for six months)

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# Experience

General Code has over 115 employees located in Rochester, NY, as well as field and publishing offices in Wisconsin, Missouri, Texas, and New Jersey. We take pride in our strong relationships with local governments that have been built through the personal care and exceptional support provided by our entire staff.

Our Code consultants have invested in working with local governments and strive to ensure that your Code improves transparency within your community while accurately reflecting your laws. General Code has worked with more than 3,200 communities to build, maintain, publish, and host Codes that represent municipalities' laws in a clear, accessible, and easy-to-use manner. We have assembled a staff of highly trained project managers, editorial assistants, attorneys, legal editors, production staff, account managers, training specialists, service representatives, and software engineers that have unique expertise in codification.

Each year, General Code prepares over 2,500 Code supplements and publishes over 100 new Codes. Our *eCode360* library helps over 2,600 communities provide online access to their Codes and allows 71,000 constituents and professionals each day find the Code information they need.

## A Member of the ICC Family of Solutions

With a worldwide membership of 64,000, International Code Council (ICC) is the global leader in developing model codes and standards used in the design, build, and compliance process to construct safe, sustainable, affordable, and resilient structures and communities. Most U.S. communities and many global markets choose the International Codes.

General Code's partnership with ICC strategically aligns our companies' like-minded missions, values and long-standing commitment to building strong partnerships with local governments. It also gives General Code even greater capacity to build on our portfolio of municipality-focused solutions by tapping into the expanded resources and global reach of ICC.

## References

Please see the references provided in the Required Forms section of this proposal.

# Operating History

General Code was established in Rochester, New York, in 1962. For over 58 years, General Code has maintained a Code-centric strategy, always focused on providing reliable, quality codification services while investing in digital solutions that provide the expanded content that municipalities across the United States need.

In 1995 we began to offer complementary products that broaden ease and efficiency for local governments when we became a value-added reseller for Laserfiche, a document management software solution. Today, General Code is one of the top resellers for Laserfiche in the country, with over 300 customers.

In 2005, after being approached by Frye Communications, General Code acquired the Penns Valley Publishers codification division, allowing us to serve even more Pennsylvania communities.

In 2010, General Code released its breakthrough online Code platform, *eCode360*.

In 2013, General Code acquired Sullivan Publications, combining Sullivan Publications' 45 years of experience and understanding of Missouri municipal law and customers with General Code's

technical resources and digital publishing database to provide an enhanced user experience for over 300 municipalities.

In 2017, General Code was acquired by the global leader in model building codes and standards, the International Code Council. Since joining the ICC Family of Companies, General Code has used the expanded support and resources to present a new suite of products specifically designed for the building, planning and zoning space.

In 2018, General Code partnered with ZoningHub to become the exclusive provider of *MapLink*, an interactive online map that makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance.

In 2019, General Code acquired Coded Systems, a New Jersey-based codifier that has served local municipalities for over 49 years. This new partnership will provide more local communities with powerful and innovative ways to access, use and share Code content.

# Qualifications

Below is a summary of the abilities, qualifications, licenses and experience of the persons who would be assigned to your project and their experience on similar contracts.

## Primary Contact

**Marcia Clifford, Esq., Minnesota/Illinois/Wisconsin Staff Attorney and Midwest Codification Consultant**
*J.D., Marquette University;*
*B.A. English, University of Illinois*

Marcia is one of our most experienced codification consultants and has been with General Code since 2002. Marcia has consulted on several hundred codification solutions throughout the Midwest, including Minnesota, Wisconsin and Illinois. Her experience in municipal codification has resulted in a high level of customer satisfaction and municipal Code utilization.

Prior to joining General Code, she worked in a variety of capacities at the legal publisher West Group (now Thomson Reuters). She also practiced law in Janesville, Wisconsin, with the firm of Brennan, Steil, Ryan, Basting and MacDougall, S.C.

Marcia is a former member of the Marquette University Law Review.

## Staff Resumes

**Claudia Zuch, Esq., Senior Editor**
*J.D., Summa Cum Laude, Notre Dame; B.A. Political Science, Magna Cum Laude, State University of New York at Brockport: Alpha Chi Honor Society*

Claudia has been a certified Code editor since 1999, and she is admitted to practice law in New York. She specializes in statutory review; managing, editing and producing new Code projects; and supplementation of existing Codes.

Claudia also has 2 years of experience working on the Journal of College and University Law (1 year as Associate Editor) at Notre Dame Law.

**Barbara Greathead, Esq., Senior Editor**
*J.D., State University of New York at Buffalo; B.S., Roberts Wesleyan College*

Barbara has been a certified Code editor since 2006, and she is admitted to practice law in New York. She specializes in statutory review; managing, editing and producing new Code projects; and supplementation of existing Codes.

**Shelbey Wolf, Esq., Editor**
*J.D., Northeastern University School of Law; B.S. Business Administration, University of North Carolina at Chapel Hill*

Shelbey has been a certified Code editor since 2017, and she is admitted to practice law in New York and Massachusetts. She specializes in statutory review; managing, editing and producing new Code projects; and supplementation of existing Codes.

**Erin Wachtman, Esq., Editor**
*J.D., Cum Laude, Pace University School of Law; B.A. History, Magna Cum Laude, State University of New York at Geneseo*

Erin has been a certified Code editor since 2007, and she is admitted to practice law in New York. She specializes in statutory review and editing new Code projects; and supplementation of existing Codes.

Erin also has 2 years of experience working on the Pace Environmental Law Review (1 year as Articles Editor); and Environmental Law Certificate.

**Debora J. Tuszynski, Senior Editor**
*M.A. English and American Literature, New York University; B.A. English, University of Missouri – Columbia*

Debora has been a certified Code editor since 1991. She specializes in statutory review; managing, editing and producing new Code projects; and supplementation of existing Codes.

Debora is also an editorial trainer and mentor.

**Kathleen Macon, Senior Editor**
*B.S. Communications, Magna Cum Laude, State University of New York at Fredonia*

Kathleen has been a certified Code editor since 1986. She specializes in statutory review; managing, editing and producing new Code projects; and supplementation of existing Codes. Kathleen is also an editorial trainer and mentor as well as a sample legislation researcher.

**Fiona Squires, Senior Editor**
*B.A. English, Magna Cum Laude, Phi Beta Kappa, Gettysburg College*

Fiona has been a certified Code editor since 1980. She specializes in statutory review and supplementation of existing Codes in all states, including Codes originally done by other codifiers.

Fiona is also an editorial special projects coordinator.

**Dena Shortino, Senior Editor**
*B.A. English, Syracuse University*

Dena has been a certified Code editor since 1992. She specializes in statutory review; managing, editing and producing of new Code projects; and supplementation of existing Codes.

Dena is also an editorial trainer and mentor.

**Mary Ellen Smith, Senior Editor**
*M.Ed. Education, Magna Cum Laude, Nazareth College; B.S. Speech Communications/Writing, Magna Cum Laude, Nazareth College*

Mary Ellen has been a certified Code editor since 1986. She specializes in conversion and supplementation of existing Codes in all states, including Codes originally done by other codifiers.

Mary Ellen also provides solution development for unique and unusual projects.

**Tara Shelton, Senior Editor and Code Trainer**
*B.S. English/Secondary Education, Summa Cum Laude, State University of New York at Brockport*

Tara has been a certified Code editor since 1991. She specializes in statutory review; managing, editing and producing new Code projects; and supplementation of existing Codes.

Tara is also a primary editorial trainer, Code Division. She oversees the editorial knowledge base and documentation of procedures.

**Mary Rita Kurycki, Senior Editor**
*B.S. Journalism, Newhouse School; B.S. Public Address/Mass Communications, Syracuse University*

Mary Rita has been a certified Code editor since 2002. She specializes in statutory review; managing, editing and producing of new Code projects; and supplementation of existing Codes.

**Sarah Williams, Editor**
*B.S. English, Summa Cum Laude, State University of New York at Brockport*

Sarah has been a certified Code editor since 2008. She specializes in training new editors; providing continuing training to editors; and supplementation of existing Codes.

**Lee-Ann Bean, Editor**
*B.A. English, Summa Cum Laude, State University of New York at Albany*

Lee-Ann has been a certified Code editor since 2009. She specializes in statutory review; and supplementation of existing Codes.

**W. Evan Gelder, Editor**
*B.A. English, Colgate University*

Evan has been a certified Code editor since 2007. He specializes in statutory review and editing new Code projects; and supplementation of existing Codes. Prior to joining General Code, he worked at LexisNexis, another legal publishing company.

**Margaret Perry, Senior Editor**

For over 30 years, Marge Perry has worked hand-in-hand with the editorial and proofing staff with over 270 clients in Missouri, throughout the entire length of a project, whether that be a codification, recodification, professional services contract or update service. She is part of the project team will coordinate the completion of the Code in a timely fashion.

**Lisa Perry-Eisenhauer, Editor**

Lisa has been a company employee since 1996 and a certified Code editor since 2015. She specializes in conversion and supplementation of existing Codes in Missouri, including Codes originally done by other codifiers.

**Jeanie Sanders, Training Specialist**

*B.A., Mathematics and Secondary Education, SUNY Potsdam*

With over 20 years of computer training experience, Jeanie leads customer education for *eCode360*. Her focus is on helping users understand how to get the most out of their online Code. Custom classes and her various computer certifications inform her approach to helping General Code clients.

**David LaChimia, Indexer**

*A.A.S. Fish and Wildlife Technology, SUNY – Cobleskill; B.S. Environmental Science, Empire State College*

David has been a company employee since 2006. He has over 11 years of experience in indexing Codes, supplements, and minutes.

**Kevin A. Paxson, Proofreader**

*B.A., State University of New York College at Brockport*

Kevin has been a company employee since 2008. He proofreads, checks pages, tagging, and performs other quality control measures, and has over 9 years of proofreading experience.

# Proposed Fee

## Recodification Project Price $15,995

### Services included with the codification project:

- Conversion of the Code into an XML Document with General Code Numbering and Format (Electronic Output Only)
- Creation of a New Code, with Project Scope Including Legislation to Ordinance 2989
- Editorial Work
- Proofreading
- Shipping

### Initial deliverables included with the codification project:

- Standard *eCode360*
- Editorial and Legal Analysis
- Manuscript
- Draft

### Final deliverables included with the codification project:

- Updated Standard *eCode360*
- *eCode360* Search App
- Publication of 10 Code Volumes in Standard Imprinted Post Binders
- Comprehensive Index
- Disposition List
- Derivation Table, if applicable
- Customizable Tabs
- Code Adoption Legislation

## Administrative Fees $0

General Code does not charge administrative fees; you will only pay for products and services you actually use

## Optional Components

The following is available to you at an additional charge:

| | |
|---|---|
| $200 | Upgrade to Premium *eCode360*, Including PubDocs Module<br>*Annual Maintenance: $1,195* |

## Ongoing Services

### Standard eCode360 Annual Maintenance $995

The maintenance fee is an annual recurring flat fee that begins one year from the initial posting of *eCode360*. Therefore, we recommend that the Village budget for this service each year. The fee covers annual licensing, web hosting, and posting of new legislation between regular Code supplements. Please note that this does not include the cost for codifying new legislation.

### Supplementation

Charges for supplementation during the phases of the project are outside the scope of work and the base price of the project. Therefore, the Village should budget separately for ongoing supplementation during the recodification project.

General Code will provide supplementation services at a rate of $18.00 per page for a period of five years from date of publication. Tables, Graphics, and Charts are billed at $10.00 per change. Thereafter, fees may be increased annually consistent with the Producer Price Index for Publishing Industries, published by the U.S. Dept. of Labor.

# Technical Proposal

A thorough review of your request has given us a better understanding of your unique needs and helped us determine ways that we can partner with you to make the Village of Orland Park's Code a more useful and effective resource for your community. The technical proposal below serves as an overview for building a collaborative recodification solution that can help the Village achieve its goals.

## Source Materials

General Code will use the following source materials for the codification project:

- A copy of the Village's existing Code of Ordinances, as updated to Ordinance No. 2989
- A copy of the Village's existing Land Development Code, as updated to Ordinance 5564

### Project Scope

This proposal and the scope of this project consider only the legislation submitted for review as listed above. Please note that this project is structured to keep the City's Code updated through routine scheduled supplementation while the project is in process. Supplements to the current Code are outside the scope of the Code Project and shall be invoiced upon completion. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that Orland Park set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project.

### Special Considerations

General Code has identified the following specific special considerations that will be addressed by our staff as the project progresses:

- Our initial review of the Code noted certain inconsistencies in the numbering system, specifically, there are duplicate chapter numbers in each Title, which can confuse readers. General Code will identify inconsistencies and work with the Village to impose uniform numbering as needed to remedy them. We recommend that the Title number be incorporated into the Chapter number to impose consistency and improve the searchability of the Code in the online version.

## Project Launch

General Code will consult with Orland Park's designated contact person to review the project generally and to clarify any initial questions for both General Code and the Village. To begin the project, the Village shall provide the source materials for the new Code. For more detail, see the source materials listed above.

## Convert your Code onto *eCode360*

As an initial step in the project, we will convert your Code into XML format to keep your Code available and up-to-date throughout the project on our fully searchable *eCode360* platform.

*eCode360* is a secure, reliable online platform created specifically to house codified laws and municipal documents. Built with a variety of user needs in mind, *eCode360* will provide Orland Park's staff, citizens and businesses with unparalleled flexibility to quickly access and search your Code on a variety of desktop and mobile devices.

### eCode360 Benefits:

**A centralized solution—**laws, regulations and related documents are integrated into a dynamic, centralized resource

**Simple to use—***eCode360* is easy and intuitive and offers powerful time-saving features

**Always up-to-date—**We will update your *eCode360* site with each supplement to your Code.

**A trusted, "go-to" resource—**Empower staff to answer questions with clarity and confidence

**Always evolving—**We consistently release innovative functionality based on communities' needs

*eCode360* Service Level included in this Project: **Standard**

| | Standard *eCode360* | Premium *eCode360* |
|---|---|---|
| Annual Maintenance Fee | $995 | $1,195 |
| New Laws | x | x |
| Easy and Flexible Searching | x | x |
| Dynamic Table of Contents | x | x |
| Email or Share Links | x | x |
| Printing | x | x |
| Bookmarking Searches | x | x |
| Archive View | x | x |
| "Sticky" Table Headers | x | x |
| Administrative Tools | x | x |
| Translate | x | x |
| *eCode360* Search App | x | x |
| Linked New Laws | x | x |
| Public and Private Notes | x | x |
| Sample Legislation (Multicode Search) | x | x |
| Download to Word | x | x |
| Download to PDF | | x |
| New Laws Indicator | | x |
| Advanced Search | | x |
| Customizable Titles | | x |
| eAlert | | x |
| Public Documents Module | | x |

For more information about *eCode360* and the service levels we offer, see page 30.

## Editorial and Legal Analysis with Manuscript

The Village's existing Code will be used as the Manuscript for the project. The Code will be supplemented just prior to preparation of the Editorial and Legal Analysis in order to optimize the Village's review of the Code, and also so that General Code is reviewing the most up-to-date material.

To accompany your updated Code, we will prepare an Editorial and Legal Analysis for your review. Your project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be presented in a progressive format with option sets to guide the user in the decision-making process. Village officials, including

the Village Attorney, will have the final decision-making authority for the resolution of any and all issues. As part of this Analysis, a proposed reorganization of the Code may be provided for review and approval by the Village if deemed appropriate. (Please note that if reorganization and renumbering is authorized by the Village, this work shall occur at the Draft stage of the project.)

During the Editorial and Legal Analysis General Code will

- Provide a comprehensive analysis, by a licensed attorney, of the current Village of Orland Park Code and Land Development Code to determine any internal code inconsistencies, conflicts, or obsolete provisions, as well as inconsistencies between the Village's ordinances, and State of Illinois statutes. Analysis will outline findings, provide alternatives, and allow the implementation of desired improvements. We will provide suggestions regarding reorganization and/or restructuring of the Codes to make your usage or interpretation clearer and/or concise. In addition, the analysis will include practical recommendations concerning enforcement, fines/fees and penalties, and identification of possible new subjects for legislation.
- Provide a written comprehensive editorial and legal report outlining the results of the analysis. This report will be included with the manuscript of the new Codes to assist Village staff in reviewing the Code manuscripts.
- As needed, we will hold a conference meeting(s) with our staff attorney, Marcia Clifford, and Village staff for review of draft Codes and editorial analysis. We are happy to discuss all inconsistencies and conflicts discovered during research, as well as obsolete provisions. Recommendations will be made regarding solutions to the issues discussed with sample ordinances provided upon request.
- After conference meeting(s) your staff will work with our editors to establish the Village's preferred solution(s), reported inconsistencies and outline the appropriate process for approval. Upon request, we will provide a synopsis of conference meeting(s) outlining substantive changes, solutions and implementations agreed upon for review with draft code.
- As needed, we will provide solutions and model ordinances to resolve inconsistencies, conflicts, or obsolete provisions in the Village Code and Land Development Code or areas requiring new ordinances, as well as sample wording for common topics to assist with drafting new ordinances.
- We will update all State of Illinois law references and append new references as necessary.
- If necessary, hold conference meeting(s) to make final corrections, additions, and deletions to the Codes.
- Research subsequent ordinances to determine if there are inconsistencies, conflicts or obsolete provisions.

### Your Responsibilities

The Village will review the Editorial and Legal Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the Village officials and the Village Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the Code. Our staff attorney, Marcia Clifford, is available to meet with the Village to discuss the Editorial and Legal Analysis at no charge, upon request by the Village.

## Code Supplement

In order to minimize the timeframe during which the Village's Code is out-of-date prior to publication, the Code will be supplemented just prior to preparation of the Draft. Once the Draft is prepared, supplementation of the prior Code shall be discontinued until Code publication is complete.

## Final Editing of the Manuscript and Submission of the Draft

Once the Editorial and Legal Analysis is returned, an editor will begin the final editing process. During this time, we will confirm and prepare as needed:

- Formatting to facilitate easy use by the reader
- Precise, up-to-date phraseology
- Logical chapter arrangement
- Tables, drawings, designs, formulae, graphics, or other materials as required by the Village
- Chapter analysis listing articles, divisions, and sections
- References to State of Illinois statutes, Village ordinances, and amendments
- Table of contents listing the major divisions of the code, including all titles and chapters
- Section introductions/summaries
- Cross-references and footnotes concerning related sections of the Village Code and Land Development Code Legislative history indicating the source and date of adoption of each enactment
- Tables of special ordinances covering such topics as annexations, zoning map changes, franchises, etc. These ordinances will be listed in table form by ordinance number, date of passage, and include a brief description of each ordinance
- Comparative table (Derivation Table) listing all ordinances included in the Code and indicating the section in the previous Code from which it was derived (if needed)
- Parallel reference tables indicating which code sections are based on State of Illinois statutes, where prior code sections appear in the new Code, and a cross-reference of ordinance numbers to code section numbers
- State of Illinois law reference table listing by state law citation all sections carrying a reference

### Typesetting and Proofs

General Code will submit a Draft (proof) of the Code for final review by the Village. With the submission of the Draft, the editorial work on your project will be completed; therefore, if the Village requires any additional changes, further charges will apply.

## Prepare Final Deliverables

Upon approval to proceed with the publication of your Code, we will prepare the following final deliverables:

> **A Comprehensive Index**
We will provide you with an index that is designed to let you quickly and easily locate information in the Code

> **A Disposition List**
Your Code will include a Disposition List that sets forth—in chronological order—the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project. It will also indicate whether those items are included in or omitted from the Code.

> **A Derivation Table**
If Orland Park's Code is renumbered and reorganized using our standard format, to ease the transition to the new numbering system, we will prepare a Derivation Table. This table will be included at the end of the published Code and will clearly show the chapter numbers from the Village's Code and where they have been included in the new Code.

> **Code Adoption Legislation**
We will prepare adoption legislation for the proposed Code and give it to the Village Attorney for review and enactment by the governing body. The Code should be adopted as soon as possible to formally enact the many revisions authorized by the Village and establish the Code as the permanent enforceable system of law in the Village. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

## Update your online Code housed on *eCode360*

Once the project has been completed, we will update the Village's *eCode360* with the new version of the Village's Code.

## Publication of Code

General Code will publish 10 printed copies of your Code in high-quality, custom-imprinted post binders. The Code pages will be designed in an 8 ½-by-11-inch page size, using 11-point Times New Roman font in a single-column format on 100% recycled paper.

General Code lets you customize the look of your final printed Code binder, including the color of your binder (blue, dark red, green, brown, black or gray) and the color of the silk-screen lettering on the binder cover (white, silver or gold). We can also emboss the Village's Seal on the front and spine for added impact at no additional charge. Each copy of the Code will include a set of custom imprinted dividers for individual customization.

## Code Delivery, Recordkeeping, and Supplement Distribution

General Code maintains an internal recordkeeping system to keep track of the distribution, sale, and maintenance of Codes and supplements. Each Code will be serial numbered, and supplements may be labeled for individual distribution if desired.

## Support and Training

General Code offers a variety of free training options to help your staff get the most out of Orland Park's online Code. Our training services and materials are customized based on roles to help all City staff quickly learn the tools they need based on interest and skill level.

> **Webinars**
Our webinars are free 30- to 45-minute online classes that teach your staff about eCode360 functionality. We have put together a series of online classes that start with the basics – how to login, search and navigate your online Code, print and email Code sections, post New Laws, etc. – and progressively dig deeper into eCode360– how to perform legislation research, view archived versions of your Code, and customize the look and feel of your Code. Each webinar series is offered in sections targeted at the following roles: Municipal Clerks and Administrators, Code Enforcement Officials, Building, Planning & Zoning Professionals, and Attorneys.

> **Live-Onsite Training**
General Code offers free, live-onsite sessions where your eCode360 site is explored fully. Our trainer will demonstrate and discuss every aspect of your eCode360 site, including features that are not currently being used, to make sure that your community is getting the full benefit of the software.

> **One-On-One Sessions**
When questions or concerns arise, we offer free remote one-on-one sessions for municipal staff. Our trainer will set up a GoToMeeting session, which allows both our trainer and your staff to share screens and address questions in a real-time environment.

> **Training Materials**
In addition to live training sessions, we will provide print and digital training materials for your staff. We offer Quick Reference Cards to help users learn about a single topic or feature, Illustrated User Guides for both Municipal Users and eCode Administrators, and 2- to 4-minute how-to videos that focus on various feature/functions of eCode360 (coming soon).

## Supplement Service

Because your Code will evolve and grow with your community, the codification process is not truly over when your new Code is delivered. In order to maintain your community's trust and reliance on your Code, General Code offers supplementation services that will help to keep your Code reliable, accurate and up-to-date. Our supplementation services are designed to make the process easy, fast and accurate. In addition, General Code provides a free sample legislation service to municipalities we serve as well as regular legislative alerts to inform local governments of the latest trends in legislation that may affect their communities.

### Rapid Delivery

Our average turnaround time for processing routine supplementation is between 4 and 6 weeks.

### Materials

After the enactment of new legislation, the Village can forward a copy to us by whatever method is most convenient.

Online copies of the legislation can be sent via email to ezsupp@generalcode.com. Upon receipt, we will send you an email confirming that we have received your legislation. Should an alternative

method of transmission be required for transferring large files, please contact us and we will provide the necessary information.

General Code will hold legislation pending a pre-approved schedule, or begin the job, as directed by the Village. Please note that charges for supplementation services are outside of the scope of this proposal and will be billed separately. An estimate of the charges applicable to a particular supplement is available upon request.

### Posting of New Laws

Between regular Code supplements, General Code will temporarily post PDF copies within 1 to 2 business days of receipt of new legislation to your online Code, to provide ready access to information until such time as the legislation can be codified through supplementation. If supplementation does not occur within one year of appending, General Code will remove the link to that new legislation.

### Schedule

Code supplements will be provided on a schedule designed to meet the needs of Orland Park. Per the RFP, we can provide updates to the electronic version codebook and internet supplement updates every month and hard copy supplement updates every quarter.

### Editorial Work on Your Supplement

The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. For each supplement we provide project management, recordkeeping, processing, professional review of new legislation, and consult throughout the project. Our goal is to make the information easily accessible without altering in any way the meaning of what was originally adopted. The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. As part of our process for new legislation, we will:

- Acknowledge receipt of all materials
- Verify adoption of all legislation, including date of action by governing body
- Review legislation and distinguish between Code and non-Code material
- Update record of legislation received and its disposition (Disposition List)
- Request any missing legislation/missing pages
- Determine proper placement of legislation within Code
- Impose or utilize the adopted flexible section numbering system that allows for later changes
- Create/modify chapter, article and/or section titles
- Add historical annotations
- Add any necessary cross references
- Include editorial notes to sections that require additional explanation
- Correct any misspellings so that searchability in eCode360 is not compromised
- Impose a distinctive style for definitions, to aid Code user in quickly finding the meaning of a particular term

- Maintain legislative integrity by following the original tables and graphics and, where necessary, improving the presentation so that the information contained therein is easily accessible
- Impose standard internal section organizational hierarchy consistent with the rest of the Code
- Impose standard style conventions consistent with the rest of the Code, i.e., number citation, capitalization, nonsubstantive grammar and punctuation, internal and statutory reference citation
- Confirm accuracy of internal references; correct as necessary and appropriate
- Confirm accuracy of statutory references; correct as necessary and appropriate
- Read and review for missing wording; internal conflicts
- Update ancillary Code pieces, such as the Table of Contents and chapter schemes, when necessary
- Update Code Index
- Create an Instruction Page so that Code holders can properly update the Code
- Notify client of any issues and concerns noted and work together to determine appropriate resolution

### Printed Supplements

Amendments to the printed Code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include an updated Table of Contents, Disposition List, Index, text pages, and Instruction Page.

### Electronic Updates

Amendments to the electronic version of the Code can be provided on their own schedule or can accompany printed supplements. Electronic updates will be incorporated into the Code, and a fully searchable, complete Code will be delivered online.

### Delivery

Printed supplements to the Code will be delivered in bulk to Orland Park, unless it chooses to utilize General Code's Distribution Services. The website will be updated in one to two business days.

## Subscriber Service Option

The subscriber services offer the printed and electronic/Codebook versions of the Code and all subsequent supplements for purchase by individuals outside of the Village government. The Village has the right to set the total cost of the Codes for subscribers. After subtracting production cost as well as shipping and handling charges, the net proceeds would be credited to the Village's future supplement invoices.

## Pamphlets Option

If requested by the Village, printed copies of selected chapters or portions of the Code shall be printed and bound in separate covers. Prices for such services shall be priced at $0.15 per page.

## Optional Services

### Enhanced Graphics

In our review of the Village's Code, we noted that the Land Use is not presented in the same format as the originally adopted ordinance. Although this proposal includes the recodification of the Land Use as it is currently presented in the online Code, General Code offers additional formatting options that would allow the Village to present its Land Use as originally adopted.

At General Code, we believe that the visual presentation of your Land Use Code is an important factor in the way your community understands and uses the Village's graphically rich Land Use regulations. Knowing this, we created our *Enhanced Graphics* solution, which is designed to incorporate — and, when necessary, enhance — custom graphics, images and tables. Without sacrificing design integrity, your Land Use material will be housed on our innovative *eCode360* platform and seamlessly integrated with the Village's entire Code. Whether accessing online or in print, your Code will be all in one place and fully searchable. Additionally, as your Land Use Code is amended, our team of codification experts can make timely, accurate updates, ensuring that the current version of your Code is always available to your community.

Enhanced Graphics Benefits

**Table Support —** We keep tables integrated within your Land Use Code so that users can easily view them in context. By enhancing tables when needed, we can keep them legible, functional and consistent throughout your Code.

**High-Quality Graphics —** We seamlessly integrate high-resolution charts, maps and illustrations with relevant content in your Code to enhance the overall clarity and usability. Once you click on a graphic, an enlarged, high-res version will open that is detailed and easy to read.

**Color Coding —** Color coding is used primarily as a navigational aid. Strategically used in section headers, maps, tables and other elements of your online code, color coding promotes a clear, organized Code structure and serves as a strong visual cue that connects related content and images. This helps the reader easily peruse the Code without confusion.

**Searchable Image Captions —** Rather than being static elements, image captions are fully searchable—just like the rest of the online Code. This means that words or phrases contained in the caption will appear in your search results.

**Custom Solutions —** Every community is unique, so it is important that your originality is fully reflected in your online Land Use. Our proprietary *eCode360* platform allows us to accommodate all special requests you may have so that your Land Use is a carefully crafted solution that meets your community's unique needs.

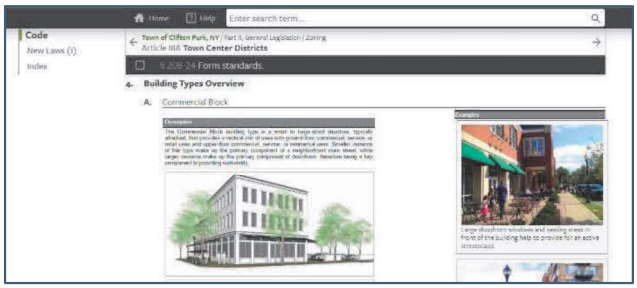
**Multicolumn Layout —** We support a multicolumn layout approach where it makes sense to keep content within a proper section and in close proximity to relevant images. This eliminates the need to jump back and forth between pages to find information.

Examples

The Town of Clifton Park has a graphically rich form-based Zoning Code. They wanted us to help them retain color-coded organizational icons throughout, replicate use tables, all captions are searchable text, retain layout in codified product

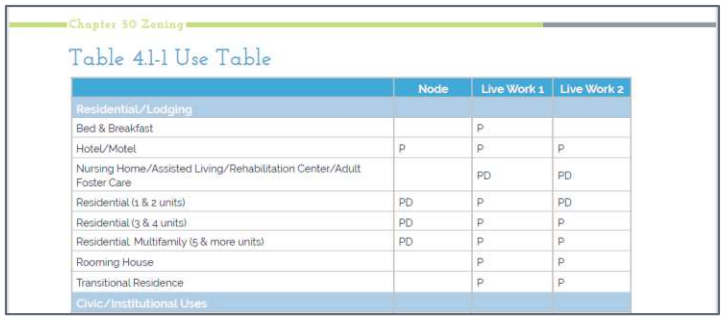
**Original Zoning Code:**

***eCode360 Enhanced Graphics* site:**



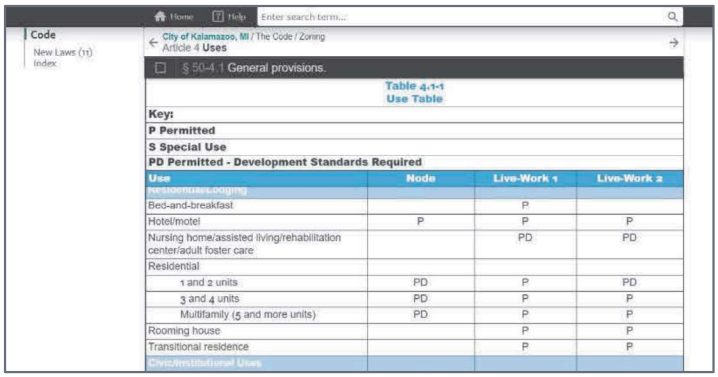

The City of Kalamazoo, MI rewrote their Zoning Ordinance in a graphically rich style to replace a text-only format. They wanted us to help them retain "How to Use These Regulations" instructions (non-code material), quality of illustrations, and color-coding of tables throughout.

**Original Zoning Code:**




| | Node | Live Work 1 | Live Work 2 |
|---|---|---|---|
| Residential/Lodging | | | |
| Bed & Breakfast | | P | |
| Hotel/Motel | P | P | P |
| Nursing Home/Assisted Living/Rehabilitation Center/Adult Foster Care | | PD | PD |
| Residential (1 & 2 units) | PD | P | PD |
| Residential (3 & 4 units) | PD | P | P |
| Residential. Multifamily (5 & more units) | PD | P | P |
| Rooming House | | P | P |
| Transitional Residence | | P | P |
| Civic/Institutional Uses | | | |

***eCode360 Enhanced Graphics* site:**

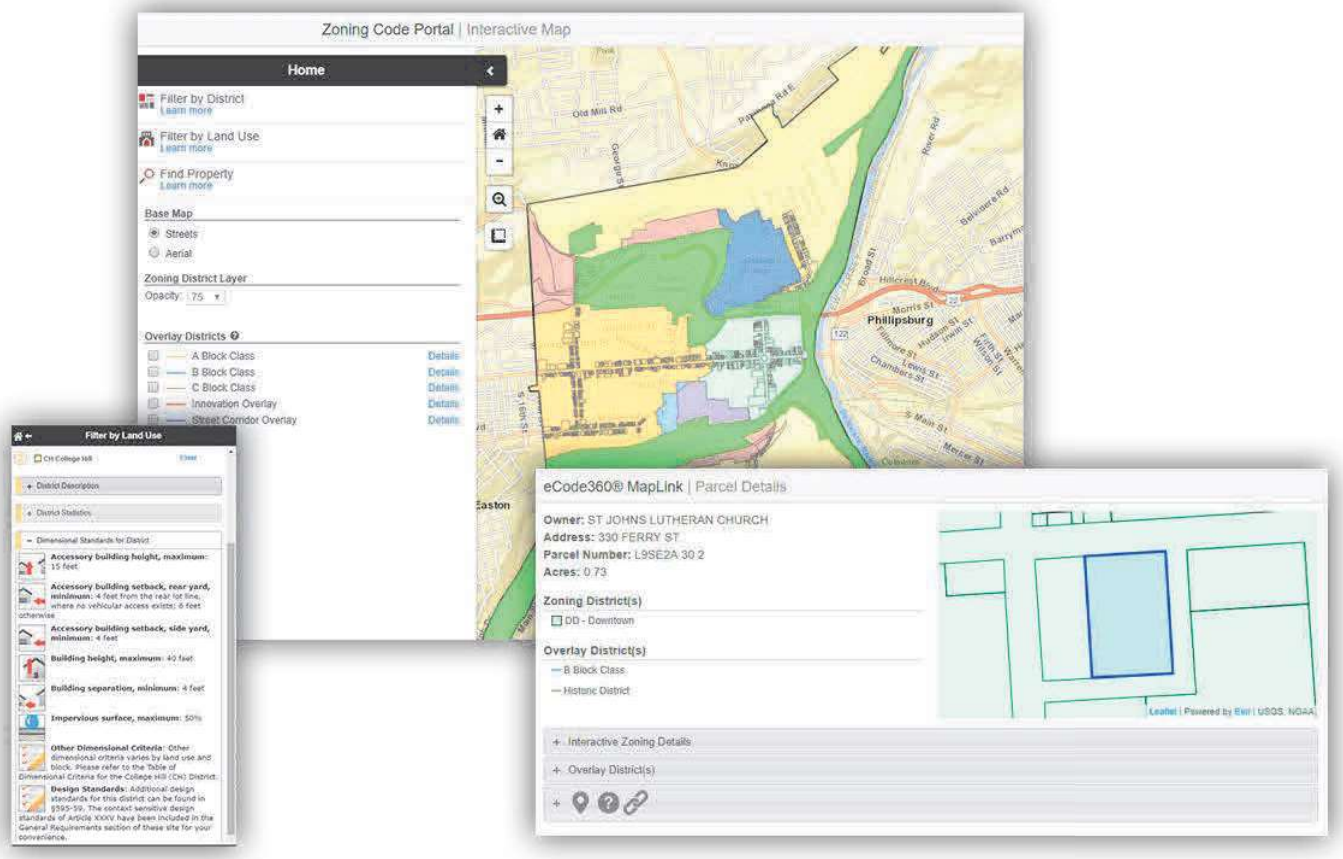



| Use | Node | Live-Work 1 | Live-Work 2 |
|---|---|---|---|
| Residential/Lodging | | | |
| Bed-and-breakfast | | P | |
| Hotel/motel | P | P | P |
| Nursing home/assisted living/rehabilitation center/adult foster care | | PD | PD |
| Residential | | | |
| 1 and 2 units | PD | P | PD |
| 3 and 4 units | PD | P | P |
| Multifamily (5 and more units) | PD | P | P |
| Rooming house | | P | P |
| Transitional residence | | P | P |
| Civic/Institutional Uses | | | |

## MapLink™ powered by ZoningHub™

*MapLink* is a *Visual Zoning* service that makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance by presenting Zoning Code data from *eCode360* in an interactive online map. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?" With just a few clicks, users interested in economic development can view dimensional requirements, allowable uses, and zoning districts, zoom to an individual parcel to examine its requirements, or search for properties based on land use. By making it easier for users to find the information they need for their development projects, they are more likely to open their businesses in the Village, which can help grow your community.

*MapLink* uses your municipality's existing GIS map information and seamlessly presents data from *eCode360*, so your interactive map clearly and accurately displays your essential Zoning elements. When a Code supplement including a Zoning change is completed and posted to *eCode360*, your Code data is simultaneously updated in *MapLink*, ensuring that users are always working with the most accurate requirements.




Examples

City of Crestwood, MO (St. Louis County)
https://cr3957.zoninghub.com/

City of Hurst, TX (Tarrant County)
https://hu4021.zoninghub.com/

City of Fenton, MO (St. Louis County)
https://fe3298.zoninghub.com/

City of Easton, PA (Northampton County)
https://easton-pa.zoninghub.com/

## Performance and Payment Schedule

| Deliverable | Delivery Date | Payment Milestone |
|---|---|---|
| **New Code Project Launch** | Within 30 days of contract signing | 20% of total project price due |
| ***Code Conversion** | Within 75 days of Project Launch | 20% of total project price due |
| ***Submission of the Editorial and Legal Analysis with Manuscript** | Within 120 days completion of the Code Conversion and posting Code on *eCode360*; the Village has 60 days for review | 30% of total project price due |
| **Submission of Draft** | Within 55 days of receipt of responses to the Editorial and Legal Analysis; the Village has 10 days to review | 20% of total project price due |
| **Delivery of the Code** | Within 30 days of approval to proceed with the publication of the Code | Balance of total project price due |

Performance schedule reflects only business days excluding legal holidays.

**Code supplements shall be prepared prior to this stage to ensure that the Code remains up-to-date throughout the project.*

Code supplements shall be invoiced separately and are outside the scope of the project pricing. Estimates are available upon request.

# Required Forms

## Proposal Summary Sheet

PROPOSAL SUMMARY SHEET
RFP 21-019
Recodification Services, Publication and Supplemental Services
for the Municipal Code and Land Development Code

Business Name: General Code, LLC

Street Address: 781 Elmgrove Rd

City, State, Zip: Rochester, NY 14624

Contact Name: Marcia Clifford, Esq

Title: Staff Attorney and Account Manager

Phone: 800.836.8834 Fax: 585.328.8189

E-Mail address: mclifford@generalcode.com

Price Proposal

PROPOSAL TOTAL $ 15,995

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Cristina LoVerde

Signature of Authorized Signee: Cristina LoVerde

Title: VP of Client Engagement Date: Mar 11, 2021

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## Certificate of Compliance

ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned Cristina LoVerde (Enter Name of Person Making Certification), as VP of Client Engagement (Enter Title of Person Making Certification)

and on behalf of General Code, LLC (Enter Name of Business Organization), certifies that:

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [x] No [ ]

Federal Employer I.D.#: 82-0730690 (or Social Security # if a sole proprietor or individual)

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

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
_x_ LLC
___ Corporation _____ (State of Incorporation) _____ (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [x] No [ ]

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

3) SEXUAL HARRASSMENT POLICY: Yes [x] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

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4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [x] No [ ]

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

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes [x] No [ ]

Contractor is current 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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Cristina LoVerde

Signature of Authorized Officer

Cristina LoVerde

Name of Authorized Officer

VP of Client Engagement

Title

Mar 11, 2021

Date

## References

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: General Code, LLC
*(Enter Name of Business Organization)*

1. ORGANIZATION: Village of Homer Glen
   ADDRESS: 14240 West 151st Street, Homer Glen, IL 60491
   PHONE NUMBER: (708) 301-1301
   CONTACT PERSON: Karie Friling
   YEAR OF PROJECT: 2012

2. ORGANIZATION: City of Bloomington
   ADDRESS: 109 E Olive St. Bloomington, IL 61701-5219
   PHONE NUMBER: (309) 434-2240
   CONTACT PERSON: Leslie Yocum
   YEAR OF PROJECT: 2019

3. ORGANIZATION: City of Crystal Lake
   ADDRESS: 100 W Woodstock St. Crystal Lake, IL 60014-4262
   PHONE NUMBER: (815) 459-2020
   CONTACT PERSON: Melanie Nebel
   YEAR OF PROJECT: 2005

RFP 21-019 5

## Insurance Requirements

ORLAND PARK
INSURANCE REQUIREMENTS

*Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's*

WORKERS COMPENSATION & EMPLOYER LIABILITY
Workers' Compensation – Statutory Limits
Employers' Liability
$1,000,000 – Each Accident $1,000,000 – Policy Limit
$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY
$1,000,000 – Combined Single Limit

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

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

EXCESS PROFESSIONAL LIABILITY (Umbrella-Follow Form Policy)
$1,000,000 – Each Occurrence
$1,000,000 – Aggregate
*EXCESS MUST COVER: Professional liability*

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, agents, representatives and assigns 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 coverages. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement, however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 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 contractor.

ACCEPTED & AGREED THIS 11 DAY OF March, 2021

Cristina LoVerde

Signature

Authorized to execute agreements for:

Cristina LoVerde, VP of Client Engagement

Printed Name & Title

General Code, LLC

Name of Company

RFP 21-019 6

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/01/2021

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

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

**PRODUCER**
Paradigm Risk Management
1016 West Jackson Blvd.
Chicago, IL 60607

CONTACT NAME: Kevin Greer
PHONE (A/C, No, Ext): 312-332-6900 FAX (A/C, No):
E-MAIL ADDRESS: Kevin_Greer@prm-ins.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | The Charter Oak Fire Insurance Company | 25615 |
| INSURER B : | Travelers Property Casualty Company of America | 25674 |
| INSURER C : | Axis Insurance Company | 37273 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**
General Code Enterprises, LLC
DBA General Code, LLC
General Code CMS, LLC
781 Elmgrove Road
Rochester, NY 14624

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | | | P-630-4P243453-COF-21 | 01/01/2021 | 01/01/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ N/A<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | 810-4P247403-21-43-G | 01/01/2021 | 01/01/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | CUP-4P258466-21-43 | 01/01/2021 | 01/01/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB-4P245919-21-43-G | 01/01/2021 | 01/01/2022 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Professional Liability | | | P-001-000066542-03 | 01/01/2021 | 01/01/2022 | $10,000,000 Each Claim | $10,000,000 Annual Aggregate |

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

**CERTIFICATE HOLDER**

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# Authorization and Agreement

The Village of Orland Park, Type 1S - Recodification, March 19, 2021

## Project Price $15,995

## Optional Components

___ Upgrade to Premium *eCode360*, Including PubDocs Module $200
*Annual Maintenance: $1,195*

## Total Investment

Including all of the options selected above, the total project price will be: $ ……

The Village of Orland Park, Illinois, hereby agrees to the procedures outlined above, and to General Code's Codification Terms and Conditions, which are available at http://www.generalcode.com/terms-and-conditions-documents/.

**Village of Orland Park, Will County, Illinois**

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

**GENERAL CODE, LLC**

By: Cristina LoVerde (May 7, 2021 08:54 EDT) Witnessed by: Scott C. Murphy

Title: VP of Client Engagement Title: National Accounts Manager

Date: May 7, 2021 Date: 5/5/2021

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to General Code to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Orland Park for its records.

Scan and email the completed form to contracts@generalcode.com. You may also fax the completed form to General Code at (585) 328-8189 or return it by mail to General Code, 781 Elmgrove Road, Rochester, NY 14624.

# Terms and Conditions

General Code requests the following modifications to terms and conditions (new language in red):

Page 2

**Indemnification**

The successful Proposer shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, officials, agents, employees, representatives and assigns, from lawsuits, actions, costs (including reasonable attorney's fees), claims or liability of any character, incurred due to the alleged negligence or willful misconduct of the Proposer, 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 Proposer, its officers, agents and/or employees arising out of, or in performance of any of the Contract provisions, including and 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, officials, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer 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 Proposer 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 Proposer 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.

Page 11

**12. Indemnity:**

A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the negligence or willful misconduct of the Consultant in the course of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

# *eCode360* Platform

Our *eCode360* platform is designed specifically to house codified laws and municipal information. *eCode360*'s intuitive design, responsive navigation, and robust search functionality drive performance and user satisfaction.

## Simple for Everyone

*eCode360* offers a user experience that's simple and intuitive. Our easy-to-use, uncluttered interface allows users to access, search and share Code sections with incredible speed and precision on desktop and mobile devices. It provides the power to communicate information to everyone in your municipality like never before.

## 24/7/365 Access and Security

General Code supports your community through technologies that transform your users' experience and empower your community to access, navigate and share your Code in exciting new ways. Our *eCode360* platform was designed by our own in-house team of software engineers, experts who understand the importance and value of simplifying how you access and use your Code, generating an impressive 71,000 users a day while boasting an incredible uptime average of 99.9%. *eCode360* is available 24/7, 365 days a year.

*eCode360* is hosted on Amazon Web Services (AWS)'s EC2, which has an uptime guarantee of 99.99%. Our servers are backed up using IT industry best practices, taking advantage of multiple redundancies and regions within AWS. In addition to a robust disaster recovery plan, we have taken steps to avoid disaster by building *eCode360* from the ground up to be secure and scalable. The system is designed and engineered to minimize the possibility of intrusion and uses multiple leading-edge technologies to harden and secure the service.

*eCode360* is our proprietary platform, and does not require any Folio installation or licenses.

## Maintenance and Updates

*eCode360* is maintenance-free for our users. General Code employs a team of software developers, web application developers and system administrators who maintain and update the platform to give you an intuitive and seamless experience with your Code. Our most recent enhancements can be found at https://www.generalcode.com/happyecode/.

## Free Introductory eCode Webinar for Municipal Staff

Our introductory eCode webinar lets you work online with an experienced Training Specialist who can demonstrate *eCode360*'s powerful tools and offer step-by-step guidance to help you use the Code. A great resource for municipal employees who want to help their constituents!

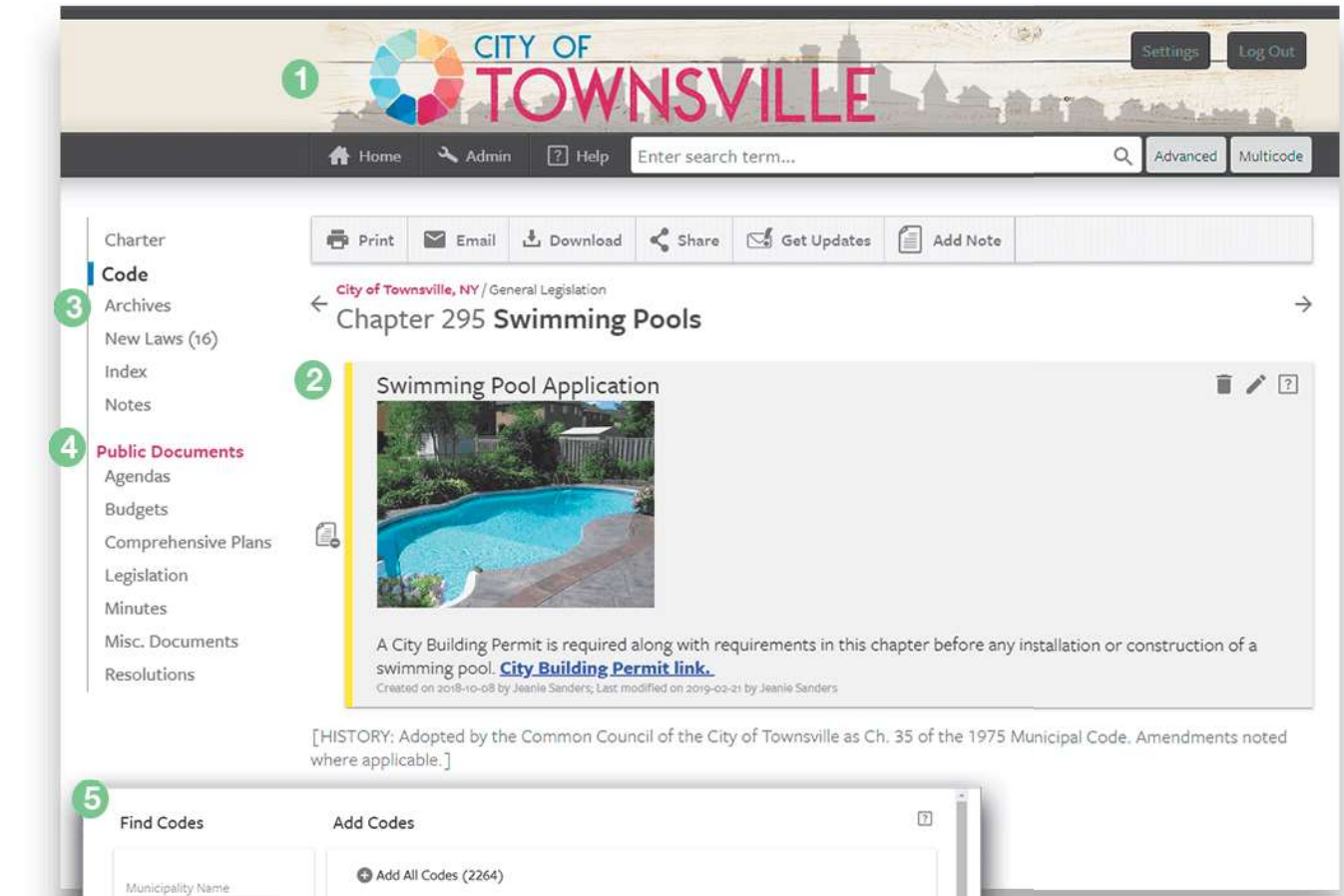
## "Multi-purpose" your Code Content—and better serve your community.

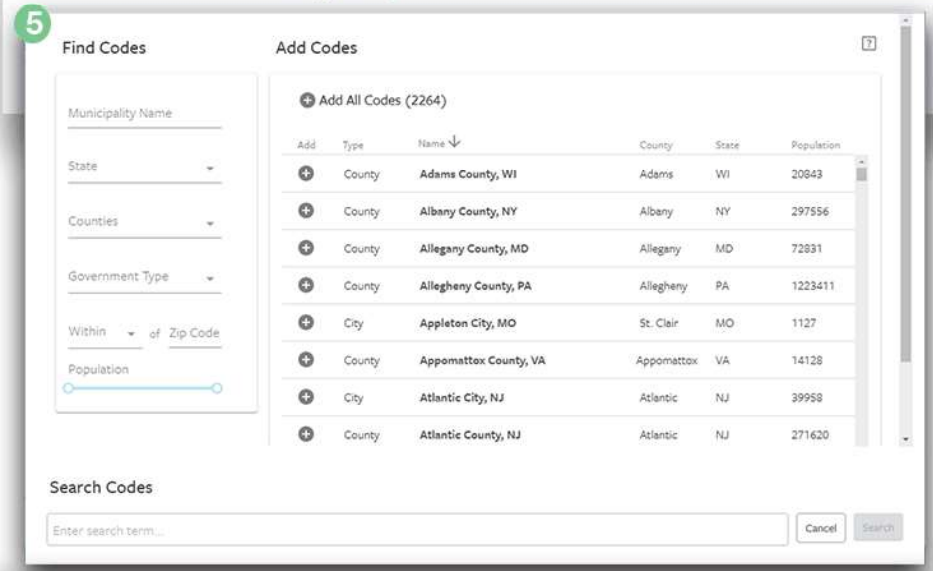
Give departments and individuals within your municipality the ability to view and use the specific Code information they need—when they need it. With *eCode360* Content Export, we export your Code's content to an Excel or CSV file. From there, the file can be imported into systems other departments are already using where information from your Code can be quickly viewed and used. This saves others—especially staff who serve the public in the field—the time and effort of searching the entire Code manually to find the particular section they need. For more information about our Content Export services, please contact us at sales@generalcode.com.

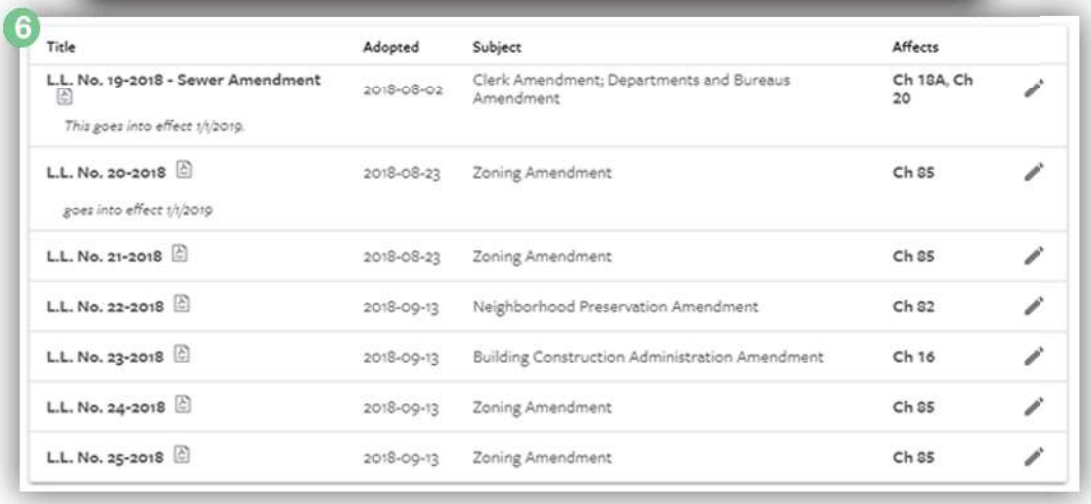
## *eCode360* Service Levels

| Standard *eCode360* includes the following features: | |
|---|---|
| **New Laws** | Between regular Code supplements, General Code will temporarily post PDF copies of new legislation to your online Code |
| **Custom Settings for Admin Users** | Control the look of your *eCode360* by selecting custom colors and accents, and uploading a custom banner or photo |
| **Easy and Flexible Searching** | Search by key words, phrases, section numbers and more |
| **Electronic Index** | A comprehensive list of key words and phrases to speed searching |
| **Dynamic Table of Contents** | Users can find the information they need and see their current location with a table of contents that moves as users browse |
| **Email or Share Links** | Email a link to a specific Code section or share via social media |
| **Printing** | Print with user-friendly functionality and a variety of user options |
| **Bookmarking Searches** | Save "favorites" to quickly return to sections of the Code |
| **Archive View** | View a permanent archive of your Code, updated with each supplement |
| **"Sticky" Table Headers** | Table headers remain stationary as you scroll |
| **Translate** | Users can view your Code in more than 100 additional languages |
| ***eCode360* Search App** | Use your mobile device to search your Code |
| **Linked New Laws** | As new legislation is posted, we will add links from the New Laws section of *eCode360* to the affected Code chapters or articles |
| **Public and Private Notes** | Create personalized links and annotations within the Code |
| **Multicode Search** | Search across multiple Codes by municipality, geographic region, government type or population to find sample legislation or other Code content for zoning use, legal cases or historical research |
| **Download to Word** | Administrative users can download Code text to a Microsoft Word document to edit and track changes when drafting new legislation |
| Premium *eCode360* includes all of the above Standard features plus: | |
| **Download to PDF** | Public users can directly download Code text to a PDF document |
| **New Laws Indicator** | Code Change Indicators help users identify sections of your Code that have been changed and provide links to the new legislation |
| **Advanced Search** | Search across the Code, Public Documents, New Laws and Notes using an intuitive query tool and filtering system to quickly pinpoint the most relevant information |
| **Customizable Titles** | Administrative users can add customized titles and comments to your legislation in New Laws |
| **eAlert** | Public users can sign up to receive notifications of changes in the Code |
| **PubDocs Module** | Post non-Code documents along with your online Code |

## Sample eCode360 Screens




1 Custom Banner

2 Public and Private Notes

3 View Archived Codes

4 Public Documents Portal

5 Multicode

6 New Laws

# Formatting & Style

General Code takes pride in offering high-quality printed Code services. Our experience and attention to detail in the design and production of your Code go hand-in-hand with our approach to municipal partnerships.

## Organization

The Code will be organized and divided into parts to accommodate different types of legislation. Typically, Part I is made up of legislation of an administrative nature, namely, that dealing with the Village's departments, officers and employees; Part II is made up of the legislation that regulates the general public. Within each part, the various pieces of legislation will be organized into chapters, which will be arranged alphabetically by subject matter. For example, all legislation pertaining to the regulation of streets and sidewalks may be found in Part II, in the chapter entitled "Streets and Sidewalks." Wherever there are two or more pieces of legislation dealing with the same subject, they will be combined into a single chapter. In such chapters, the use of article designations will preserve the identity of the individual pieces of legislation. The Village will have the opportunity to review and approve the organization of the Code.

## Table of Contents

The Table of Contents lists the various chapters included in the Code and can be used to help locate desired provisions. Space will be reserved for later insertion of new material in its proper alphabetical sequence. Such space is accommodated in the body of the Code by breaks in the chapter numbering and in the page-numbering sequence between chapters.

## Pagination

Each chapter forms an autonomous unit in the page-numbering system. The first page number in each chapter is the number of that chapter followed by a colon and the numeral "1." For example, Chapter 6 begins on page 6:1, Chapter 53 on page 53:1, etc. If a page were to be added between pages 53:2 and 53:3, it would be numbered 53:2.1. This system makes it possible to add or to change pages in any chapter without affecting pages in other chapters and to insert new chapters without affecting the existing organization.

## Scheme

The scheme is the list of section titles that appears at the beginning of each chapter and precedes the text. These titles are written so that, taken together, they may be considered as a summary of the content of the chapter. Taken separately, each describes the content of a particular section. For ease of reference, section titles are repeated as section headings in the text.

## Section Numbering

In a chapter-related section-numbering system, each section of every item of legislation is assigned a number that indicates both the number of the chapter in which the legislation is located and the location of the section within that chapter. For example, the first section of Chapter 6 is § 6-1, while the fourth section of Chapter 53 is § 53-4. New sections can also be added between existing sections by using a decimal system. For example, if two sections are to be added between §§ 53-4 and 53-5, they will be numbered as §§ 53-4.1 and 53-4.2.

## Legislative Histories

The legislative history for each chapter is located immediately following the scheme for that chapter. The history indicates the specific legislative source from which the chapter was derived, including the enactment number and the date of adoption. In the case of chapters containing parts or articles derived from more than one item of legislation, the source of each part or article is indicated in the text, under its title. Amendments to individual sections or subsections are indicated by boldfaced histories directly in the text.

## Editor's Notes

Editor's Notes are used in the text to provide supplementary information and cross-references to related provisions in other chapters.

## Printed Code Sample Page

Page heads indicate which sections appear on a particular page, making sections quick to locate.

§ 204-1

§ 204-3

Chapter 204

INSURANCE

Section numbers reflect both the number of the chapter in which the legislation is included and the location of the section within that chapter. This facilitates referencing and indexing sections.

Every chapter is preceded by a Scheme, which lists each section by title. Taken together, the titles serve as a summary of the contents of the chapter.

ARTICLE I
**Fire Damage Claims**

**§ 204-1. Enforcement authority.**
**§ 204-2. Claim payment restrictions.**
**§ 204-3. Payment procedure.**
**§ 204-4. Regulatory authority.**

**[HISTORY: Adopted by the Board of Commissioners of the Township of Municipality as indicated in article histories. Amendments noted where applicable.]**

The History indicates the specific legislative source from which the chapter is derived.

ARTICLE I
**Fire Damage Claims**
**[Adopted 1-16-1995 by Ord. No. 294 (Ch. 83, Art. I, of the 1982 Code)]**

**§ 204-1. Enforcement authority.**

For precision of reference, section titles are repeated as headings in the text.

The Secretary/Administrator of the Township of Municipality, Berks County, Pennsylvania, or such official's designee is hereby appointed as the designated officer who is authorized to carry out all responsibilities and duties stated herein.

Amendments to individual sections or subsections are noted in the text at the location which most precisely pinpoints the amended material.

**§ 204-2. Claim payment restrictions. [Amended 3-20-1995 by Ord. No. 299]**

No insurance company, association or exchange (hereinafter the "insuring agent") doing business in the Commonwealth of Pennsylvania shall pay a claim of a named insured for fire damage to a structure located within the Township of Municipality, Berks County, Pennsylvania (hereinafter the "municipality") where the amount recoverable for the fire loss to the structure under all policies exceeds $7,500 unless the insuring agent is furnished by the Municipal Treasurer with a municipal certificate pursuant to Section 508(b) of Act 98 of 1992 and unless there is compliance with Section 508(c) and (d) of Act 98 of 1992 and the provisions of this article.[1]

**§ 204-3. Payment procedure. [Amended 3-20-1995 by Ord. No. 299]**

Where, pursuant to Section 508(b)(1)(i) of Act 98 of 1992,[2] the Municipal Treasurer issues a certificate indicating that there are no delinquent taxes, assessments, penalties or user charges against real property, the insuring agent shall pay the claim of the named insured; provided, however, that if the loss agreed upon by the named insured and the insuring agent equals or

Editor's Notes provide supplementary information for the Code user.

1. **Editor's Note: See 40 P.S. § 638.**
2. **Editor's Note: See 40 P.S. § 638.**

The page-numbering system reflects the chapter number plus the page sequence. This allows the insertion of new chapters without affecting the existing Code organization.

204:1

The dateline indicates when the page was printed.

**Publication, Nov 2019**

# General Code Contract - Professional Services with Exhibit

Final Audit Report 2021-05-07

| | |
|---|---|
| Created: | 2021-05-05 |
| By: | Contracts Entry (contracts@generalcode.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAZeLEx6LX1m3khnIEaVHMZ9U1PYQDhsHD |

## "General Code Contract - Professional Services with Exhibit" History

Document created by Contracts Entry (contracts@generalcode.com)
2021-05-05 - 7:37:35 PM GMT- IP address: 104.229.204.248

Document emailed to Cristina LoVerde (cloverde@generalcode.com) for signature
2021-05-05 - 7:41:07 PM GMT

Email viewed by Cristina LoVerde (cloverde@generalcode.com)
2021-05-06 - 12:33:24 PM GMT- IP address: 67.253.170.81

Email viewed by Cristina LoVerde (cloverde@generalcode.com)
2021-05-07 - 12:49:53 PM GMT- IP address: 67.253.170.81

Document e-signed by Cristina LoVerde (cloverde@generalcode.com)
Signature Date: 2021-05-07 - 12:54:43 PM GMT - Time Source: server- IP address: 67.253.170.81

Agreement completed.
2021-05-07 - 12:54:43 PM GMT

Adobe Sign

# Orland Park signed contract

Final Audit Report 2021-05-07

| | |
|---|---|
| Created: | 2021-05-07 |
| By: | Terica Ketchum (tketchum@orlandpark.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA25bnSNnMVSNA2CG7gGMTh_4CvLygoDbI |

## "Orland Park signed contract" History

Document created by Terica Ketchum (tketchum@orlandpark.org)
2021-05-07 - 5:39:38 PM GMT- IP address: 12.168.46.117

Document emailed to George Koczwara (gkoczwara@orlandpark.org) for signature
2021-05-07 - 5:44:53 PM GMT

Email viewed by George Koczwara (gkoczwara@orlandpark.org)
2021-05-07 - 6:19:26 PM GMT- IP address: 50.235.222.250

Document e-signed by George Koczwara (gkoczwara@orlandpark.org)
Signature Date: 2021-05-07 - 9:46:07 PM GMT - Time Source: server- IP address: 12.168.46.117

Agreement completed.
2021-05-07 - 9:46:07 PM GMT

Adobe Sign