



VILLAGE OF ORLAND PARK, ILLINOIS

REQUEST FOR QUALIFICATIONS RFQ #16-020

HOLIDAY LIGHTING AND DECORATIONS DESIGN AND INSTALLATION SERVICES

ISSUED

May 23, 2016

SUBMISSION DEADLINE

**June 16, 2016
11:00 A.M.**

Office of The Village Clerk
John C. Mehalek, Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462

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I – INSTRUCTIONS TO CONSULTANTS

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PURPOSE OF REQUEST

The Village of Orland Park (“Village”) is soliciting Statements of Qualifications (“SOQ”) to retain the services of one (1) qualified and experienced consulting firm (“Consultant”) to design, create, produce, install and remove holiday lighting and decorations within the Village of Orland Park (the “Project”).

CONTACT PERSON

Ilir Ademaj
Village of Orland Park
E-mail: iademaj@orlandpark.org
Fax: (708) 349-4859

QUESTIONS AND ADDENDA

Consultants may, in writing, ask questions or request clarification about this Request for Qualifications (the “RFQ”). **Only written inquiries directed to the contact person listed above and received by noon on June 6, 2016 will be given consideration.** No oral comments will be made to any Consultant as to the meaning of the Project.

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFQ in the form of a written addendum. Consultants may find addenda and **sign up for Solicitation Posting e-mail alerts** on the Village’s website at www.orlandpark.org/bids.aspx. Consultants will not be relieved of obligations due to failure to examine or receive documents, visit the website or become familiar with conditions or facts of which the Consultant should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Consultant or relieve him from fulfilling any of the conditions and obligations set forth in this RFQ. In the event of conflict with the original RFQ documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified. **Consultants are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the SOQ submission.** A Consultant’s failure to include a signed formal Addendum in its submission may deem its submission non-responsive.

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BACKGROUND

Orland Park is known for its shopping, dining and entertainment opportunities, and serves as a regional hub drawing visitors from as far as Indiana. A tremendous selection of regional and national retail establishments can be found in Orland Park, along with a generous number of locally owned and operated businesses. Choices range from the power house Orland Square Mall to small antique shops in the historic district. Orland Park attracts vibrant and popular shopping, dining and entertaining businesses that residents and visitors enjoy. As a result, the Village would benefit from a state of the art lighting design that would help maintain a high aesthetic appearance and establish a strong sense of place for Orland Park.

Downtown Orland Park

Typical of suburban areas that emerged in the later part of the twentieth century, Orland Park had a small rural based historic core, but no definable downtown. One recent major change in the built environment has been the planning and partial construction of a new downtown, including a triangular area that is being developed as a mixed use transit oriented development and is anchored by the Village's 143rd Street train station. The downtown includes four unique but integrated Character Districts. A 295 unit apartment building, Ninety7Fifty on the Park, is the basic building block for this area.

The Orland Park Triangle – 143rd Metra Station is the centerpiece of Downtown Orland. This high-profile location is also used by community as a focal point and a destination admired by commuters, visitors and residents throughout the season.

In addition, the Village has partnered with the University of Chicago Medicine for the development of the University of Chicago Medicine - Center for Advanced Care located in the Main Street Triangle TIF District. Currently under construction are the following developments: the University's office medical building, a four-story (five-level), approximately 200,000 square-foot public parking deck with at least 520 parking spaces, and about 12,000 square-feet of commercial space with outdoor seating on the north side of the structure - to be located at the northeast corner of 143rd Street and Ravinia Avenue.

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PROJECT SCOPE

Purpose

The Village of Orland Park (“Village”), in Cook and Will Counties, Illinois, is inviting qualified firms to submit qualifications for holiday lighting and decorations design and installation in designated areas of Orland Park.

The Village seeks to present a comprehensive and creative holiday program and interactive experience that is commensurate with its brand and acts to support Orland Park as a destination of choice for residents and visitors alike during the holidays. The Village seeks to ensure it receives high quality, professional and dependable services while protecting the investment of tax dollars through competitive bidding of all elements of the holiday program.

The Village is seeking proposals from vendors that will use their creative license to present professional, themed lighting and decorations. Services will include customized theme development, installation and removal services for the upcoming holiday season which may begin as early as 2016.

The qualified vendor shall be responsible for all labor, equipment and materials associated with installing and removing holiday decorations.

In addition, the qualified vendor will have to coordinate with IDOT for successful project completion. For portions of State roads, there may be IDOT approvals required with setting up decorations in the medians of LaGrange Road, particularly if installations entail more than just tree lights.

Project Description

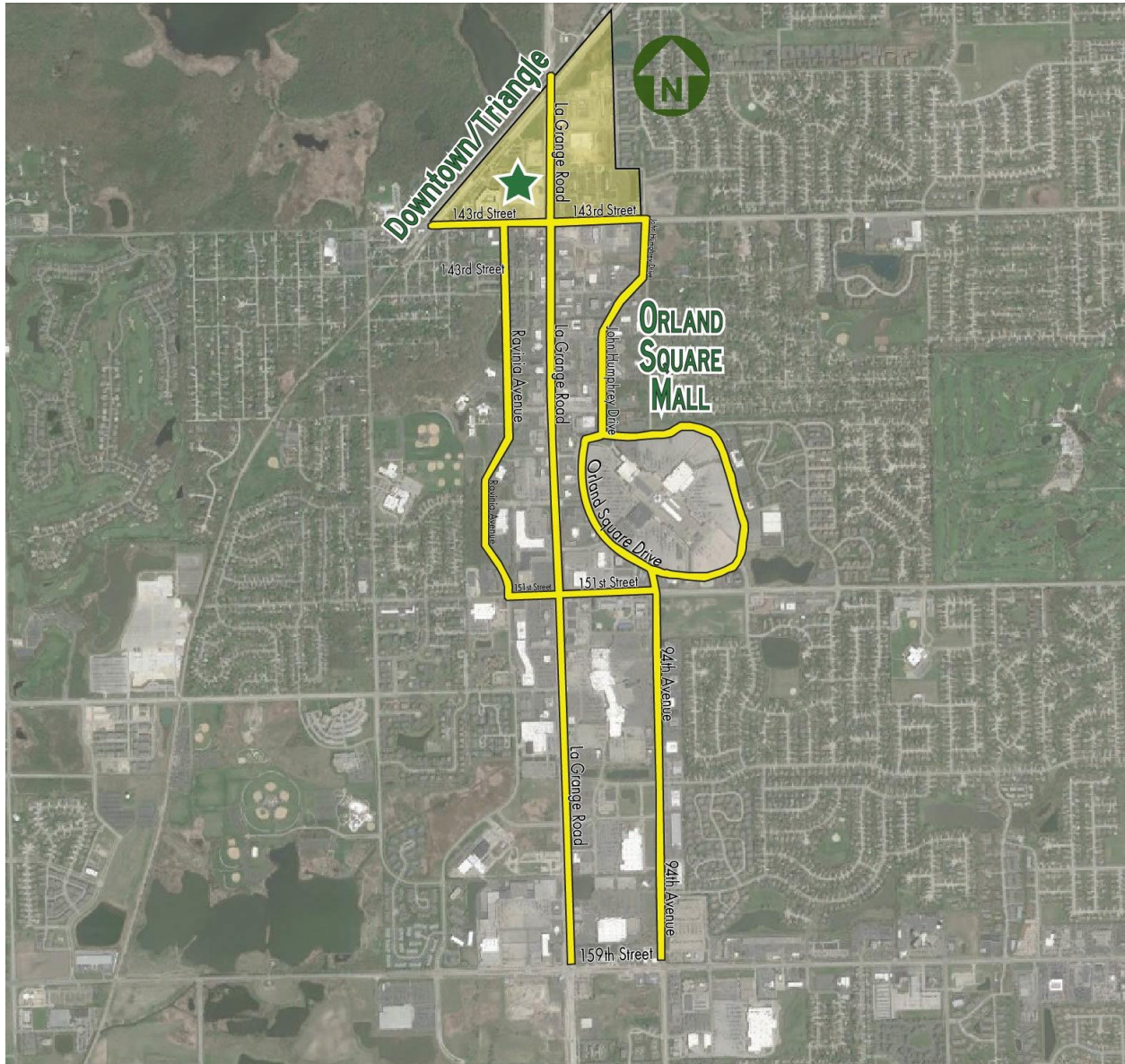
The primary locations and routes where the installations will be installed include:

- **Downtown Orland Park Triangle:** John Humphrey Drive west to Beacon Avenue on 143rd Street
- **LaGrange Road Corridor:** LaGrange Road from viaduct/Highway 6 south to 159th Street
- **Ravinia Avenue:** from Crescent Park Circle south to 151st Street
- **151st Street:** 94th Avenue west to Ravinia Avenue
- **Orland Square Mall:** John Humphrey Drive and 143rd Street going south and meandering to Orland Square Drive, then 94th Avenue south to 159th Street

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Location

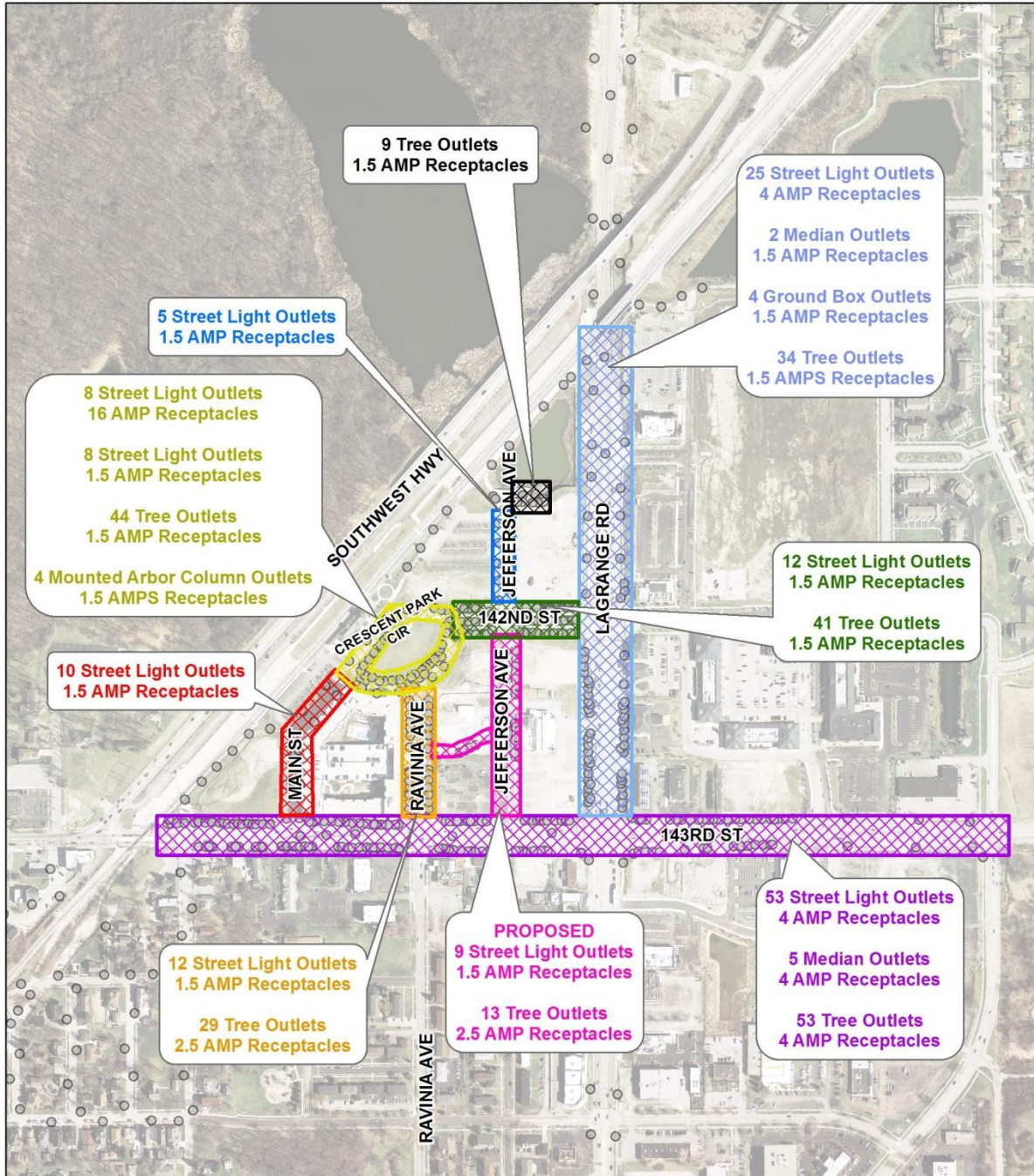
Please refer to this map which highlights the above locations.



Electrical Capability

Exhibits A and B show the existing available electrical and include ground and street light power sources.

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The electrical information contained on this map is for reference only. The Village makes no representations as to the accuracy of the information provided. All information provided including the number of receptacles, junction boxes and amperage is intended for reference only and any interested consultant/contractor should field verify to confirm. The data is subject to change without notice. The Village of Orland Park assumes no liability in the use or application of the data.

Exhibit B

Preliminary 5/13/16



Public Works Department
Village of Orland Park
15655 Ravinia Avenue
Orland Park, IL 60462
708-403-6350
publicworks@orlandpark.org

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Funding

Upon selection of a Consultant, the Village and Consultant will develop a detailed scope and fee.

Anticipated Project Challenges

Some of the roads are State ROW (LaGrange Road) and private property (Ring Road and Orland Square Mall). Ideally, lighting installations and decorations should be planned with minimal intrusion on business operations and commuter and customer traffic flow.

The Village reserves the right to request samples of products and/or references from any vendor. Vendors are responsible with familiarizing themselves with the locations included within the product specifications.

SUBMITTAL REQUIREMENTS

Each statement of qualifications (SOQ) will be reviewed independently and rated as to completeness, understanding of Project assignment, relevant experience, Project approach, and assessment of Project challenges. Following the initial review, up to three (3) firms will be selected for an interview. Following the interview, a preferred Consultant will be selected and a Fee Proposal will be requested. At this time the Village is **not** requesting a fee proposal.

Oral, telephonic, telegraphic facsimile or electronically transmitted submittals will **not** be considered. In order to be responsive, **SEALED SUBMITTALS must be** signed and received by the Village of Orland Park in the **Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462, not later than 11:00 a.m., local prevailing time on June 16, 2016.**

Consultants must submit five(5) complete, sealed, signed and attested copies of the submission, and shall have provided all requested information, and submitted all appropriate forms, affidavits and addenda acknowledgements (if applicable) **in each copy** in order to be considered responsive. All copies shall contain original signatures.

Once submitted, no submittal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely submittal. Any submittal received after the time and date specified for opening, or any postponement thereof, will not be considered. Submittals shall be irrevocable for a period of sixty (60) calendar days after the Village opens them.

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SOQs shall include the following information:

1. Firm Information: Name, address and brief history of firm.
2. Related Design Experience: Interested firms should submit a minimum of three (3) and a maximum of five (5) specific examples of relevant holiday lighting projects. Reference should be made to project name, date completed, municipal clients' name and contact information, project budget, etc.
3. Project Approach: Interested firms should provide a summary of the proposed Project approach which includes projected schedules, proposed milestones, submittal dates for key documents, and project phasing. Firms should also provide specific information regarding project approach for the various design elements proposed.
4. Resumes of Key Personnel: Interested firms should submit resumes and background information on the key personnel of the firm that will work directly with the Village.
5. Design Plan: Provide a detailed illustrative description of your design plan illustrating the theme, scene layouts, product inclusions, and schedule/timeline as outlined in the project scope. The vendor shall complete all called for installations starting as early as 2017.
6. Identification of Critical Issues: In addition to the Project challenges as identified by the Village, each Consultant should provide a further assessment of other critical issues which will need to be addressed, based upon the firm's experience with similar projects.
7. Proposed Financing, Acquisition and Maintenance Plan: Provide an illustrative financing plan and a methodology of how the acquisition and maintenance are structured throughout the season(s), including renewal options if any. The Village wishes to better understand how your firm can structure the acquisition and maintenance of the holiday lighting, likely to be phased in over several years.
8. The product intended to be used for the Project, including the manufacturer of materials, OEM suppliers, etc.

Note Regarding Fee Proposal

Do not submit a fee proposal at this time. Upon receipt of SOQs and completion of interviews, the Village will begin negotiations with the top ranked firm to develop a detailed scope, fees, schedule and contract. If an agreement cannot be satisfactorily negotiated with the top-ranked firm, negotiations will be terminated and the Village will enter into negotiations with the second-ranked firm, and so on until agreement is reached and a firm is selected. Following selection of a consulting firm by Village Staff, the

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recommendation will be forwarded to the Development Services Committee and the Village Board for approval.

OTHER REQUIRED SUBMISSION DOCUMENTS

Affidavit of Compliance – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with each copy of the submittal.

Insurance Requirements – *Section II* includes the Insurance Requirements which must be signed and submitted with each copy of the submittal.

Selection Schedule

The Village anticipates the following schedule for the selection of a firm:

Village issues RFQ:	May 23, 2016
RFQ Question deadline:	June 6, 2016, 12:00 P.M.
Submittal deadline:	June 16, 2016, 11:00 A.M.
Review of Proposals:	June 21-24, 2016
Interviews with selected finalists (3):	June 27-July 1, 2016
Selection of preferred Consultant:	July 8, 2016

SELECTION CRITERIA

The following will be used for scoring each of the submittals:

- Firms past work experience within the Village – 15%
- Similar Project Experience – 30%
- Project Team – 10%
- Overall Completeness of Submittal and Project Understanding – 25%
- Interview – 20%
 - The Village will score each of submittals and the top three firms will be invited to an interview. The Interview will be worth 20%. Upon completion of the interviews the firm with the top overall score will be selected to start negotiations.

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GENERAL TERMS AND CONDITIONS

The Village reserves the right to accept any submittal, any part or parts thereof, or to reject any and all submittals. The Village reserves the right to waive minor informalities or irregularities in the submittals received, to accept any submittal deemed advantageous to the Village, or to reject any and all submittals. Conditional submittals, or those which take exception to the RFQ documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Each Consultant is responsible for reading this RFQ and determining that the Scope of Services describes the Project in sufficient detail. Consultants shall notify the Village of any inappropriate items in this RFQ and shall note in its submittal the adjustments made to accommodate such deficiencies. After submittals have been opened, no Consultant shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Consultant from its obligation to perform. All forms must be executed only on the forms provided by the Village and must be made in accordance with this RFQ, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

Assignment – The selected Consultant shall not assign the work of this Project without the prior written approval of the Village.

Compliance with Laws – The Consultant shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of submittals or the performance of the Contract. Consultant hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. Consultants and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Consultants are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Consultants are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality - As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Consultant in response to this RFQ will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFQs, where

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applicable, a Consultant must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – The selected Consultant will be required to enter into a standard form Professional Consulting Services contract with the Village and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the “Contract”). The Contract will be modified to incorporate the terms of this RFQ and any pertinent documents included with the selected vendors accepted and approved SOQ. The Village reserves the right to terminate the relationship with the selected Consultant if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the Contract. Should the Consultant neglect, refuse, or fail to complete the work under the Contract in accordance with the Village’s Requirements, the Consultant may be liable for consequential damages resulting directly from their negligent acts. Attached is a sample Professional Consulting Services Contract the Village intends to use for this Project.

Incurred Costs - The Village will not be liable in any way for any costs incurred by the Consultant in replying to this RFQ.

Indemnification - The selected Consultant shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney’s fees), claims or liability of any character, incurred due to the alleged negligence of the Consultant, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Consultant, its officers, agents and/or employees arising out of , or in performance of any of the 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, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Consultant shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Consultant 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 Consultant 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.

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Payments – Payment terms will be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt of the selected Consultant's dated invoice. **For payment, submit invoices electronically** to accountspayable@orlandpark.org and include the following information:

- Name and address
- Purchase order number
- Amount Being Requested
- Dates of service/transaction
- Current invoice amount

Sales Tax Exemption – In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to work being done for this Project, the selected Consultant must complete the Village's Sales Tax Exemption Number Authorization Form. The selected Consultant may email purchasing@orlandpark.org for a copy of this form.

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SUBMITTAL CHECKLIST

In order to be responsive, each Consultant must submit the following items:

- A. **Five (5) complete, sealed and signed hardcopies of submittal.** Two (2) hardcopies – one (1) bound set and one (1) unbound set – shall be marked “Original” and must contain original signatures. The remaining three (3) hardcopies shall each be complete bound copies of the “Original” SOQ and shall be marked “Copy.” : The submittal shall be in a sealed envelope and labeled **RFQ # 16-020 Holiday Lighting and Decorations – Design and Installation Services** in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk’s Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

- B. **Signed and completed forms:**

1. Affidavit of Compliance (*notary signature required*)
 - Business Organization
 - Eligibility to Enter Into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity Compliance
 - Tax Certification
 - Authorization & Signature

2. Insurance Requirements

- C. **Consultants are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submittal.** A Consultant’s failure to include a signed formal Addendum in its submission may deem its submittal non-responsive.

II – REQUIRED FORMS

AFFIDAVIT OF COMPLIANCE

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

The undersigned _____,
(Enter Name of Person Making Affidavit)

as _____
(Enter Title of Person Making Affidavit)

and on behalf of _____,
(Enter Name of Business Organization)

certifies that:

1) BUSINESS ORGANIZATION:

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

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

[] Sole Proprietor [] LLC

[] Partnership [] Independent Proposer (Individual)

[] Corporation _____
(State of Incorporation) (Date of Incorporation)

Federal Employer I.D. # (or Social Security # if an individual or sole proprietor):

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

The Consultant 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 [] 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."

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

During the performance of this Project, Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant and any person under which any portion of the Consultant'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 Consultant or other organization and its customers.

In the event of the Consultant'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 Consultant 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 [] No []

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

6) AUTHORIZATION & SIGNATURE:

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

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This ____ Day
of _____, 20__.

Notary Public Signature

NOTARY SEAL

INSURANCE REQUIREMENTS

Please submit a policy Certificate of Insurance showing Consultant's current coverages

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident
\$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

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

GENERAL LIABILITY (Occurrence basis)

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence
\$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY

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

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be **specifically endorsed to identify** *“The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.”* If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the consultant, 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 consultant’s obligation to provide all of the above insurance.

The Proposer agrees that if selected as Consultant, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected Proposer.

ACCEPTED & AGREED THIS ____ DAY OF _____, 20__

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – EXHIBITS

SAMPLE AGREEMENT

**VILLAGE OF ORLAND PARK
(Contract for Professional Consulting)**

This Contract is made this xx day of _____, 201x by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and _____ (hereinafter referred to as the “CONSULTANT”).

WITNESSETH

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

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

- This Contract
- The Terms and Conditions
- The Proposal(s)/Statement(s) of Work as it is responsive to the VILLAGE’s requirements
- Affidavit of Compliance
- Certificates of Insurance

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

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

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

TOTAL COST: TO BE DETERMINED AND AGREED UPON PER EVENT.

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

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

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

The CONSULTANT 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 consultant shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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

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

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

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

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

To the VILLAGE:

Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone:
Facsimile:
e-mail:

To the CONSULTANT:

Telephone:
Facsimile:
e-mail:

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

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

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

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

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

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

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

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

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

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

FOR: THE VILLAGE

By: _____

Print Name: _____

Its: Village Manager

Date: _____

FOR: THE CONSULTANT

By: _____

Print Name: _____

Its: _____

Date: _____

SAMPLE

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

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

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

The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and the VILLAGE shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The CONSULTANT is not responsible for, and VILLAGE agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the CONTRACT DOCUMENTS, unless such errors are the result of the work of the CONSULTANT. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the CONSULTANT in the exercise of its professional service, is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. **Changes:** VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.

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

5. **Documents Delivered to VILLAGE:** Drawings, specifications, reports, and any other WORK documents prepared by CONSULTANT in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. CONSULTANT shall have the right to retain originals of all WORK documents and drawings for its files. Furthermore, it is understood and agreed that the WORK documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the WORK, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of the WORK. These WORK documents are and shall remain the property of the CONSULTANT to the extent permitted by law. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the WORK.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the CONSULTANT reserves the right, upon prior written notice to the VILLAGE, to retain the original tapes/disks and to remove from copies provided to the VILLAGE all identification reflecting the involvement of the CONSULTANT in their preparation. The CONSULTANT also reserves the right to retain hard copy originals of all WORK documentation delivered to the VILLAGE in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All WORK documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by CONSULTANT pursuant to this Contract are intended for use on the WORK only. They cannot be used by VILLAGE or others on extensions of the WORK or any other project. Any reuse, without specific written verification or adaptation by CONSULTANT, shall be at VILLAGE's sole risk, and VILLAGE shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by VILLAGE and CONSULTANT.

The CONSULTANT shall have the right to include representations of the design of the WORK, including photographs of the exterior and interior, among the CONSULTANT's promotional and professional materials. The CONSULTANT's materials shall not include the

VILLAGE's confidential and proprietary information if the VILLAGE has previously advised the CONSULTANT in writing of the specific information considered by the VILLAGE to be confidential and proprietary.

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

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

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

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

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

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

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

of governmental agencies.

14. **Subcontracts:** CONSULTANT may subcontract portions of the WORK, but each subcontractor must be approved by VILLAGE in writing in advance.

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

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

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

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

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

19. **Terms of Payment:** CONSULTANT shall submit monthly statements for basic and additional services rendered and for reimbursable expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the

VILLAGE has not paid amounts properly due the CONSULTANT, CONSULTANT may after giving seven days written notice to VILLAGE, suspend services under this Contract until CONSULTANT has been paid in full all amounts properly due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to VILLAGE for any costs or damages as a result of such suspension.

20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Contract, the CONSULTANT and any sub-contractors shall have no responsibility for the discovery (unless such discovery should have been made by the CONSULTANT in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at any WORK site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the CONSULTANT or sub-consultants.

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

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

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

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

