

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Friday, May 24, 2013

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR QUALIFICATIONS

PHASE I and PHASE II DESIGN ENGINEERING SERVICES
FOR 147TH STREET AND RAVINIA AVENUE ROUNDABOUT

The Village of Orland Park, Illinois will receive sealed submittals until 11:00 A.M., Monday, June 10, 2013, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for PHASE I and PHASE II DESIGN ENGINEERING SERVICES FOR 147TH Street and Ravinia Avenue ROUNDABOUT. Submittals will be opened and evaluated in private and qualification information will be kept confidential until an award is made.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website www.orland-park.il.us.

No submittals shall be withdrawn after the opening without the consent of the Village for a period of sixty (60) days after the scheduled time of submission.

The President and Board of Trustees reserve the right to reject any and all qualification submittals or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter proposals.

The selected candidate/firm shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK
VILLAGE CLERK



Village of Orland Park, IL

REQUEST FOR QUALIFICATIONS

For

**PHASE I and PHASE II DESIGN ENGINEERING SERVICES
FOR 147TH STREET AND RAVINIA AVENUE ROUNDABOUT**

Issued

May 24, 2013

Due

Monday, June 10, 2013

11:00 A.M.

Village of Orland Park
Phase I and Phase II Design Engineering Services
For 147th Street and Ravinia Avenue Roundabout
Request for Qualifications

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Phase I and Phase II Design Engineering Services
For 147th Street and Ravinia Avenue Roundabout
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PROJECT SCOPE

Purpose

The Village of Orland Park, in Cook and Will Counties, Illinois, is inviting qualified firms to submit qualifications for Phase I and Phase II Engineering Services for the intersection improvements at 147th Street and Ravinia Avenue. The Village has secured STP funding for all phases of this project. A copy of the application will be available to the firm awarded the project.

Project Description

This project proposes to address the existing congestion on Ravinia Avenue (FAU 2674) by improving an all-way stop controlled intersection to modern a roundabout. Ravinia Avenue is an important major collector route that traverses the Orland Park governmental and business campus corridor, connecting to regional arterials and state routes. In the vicinity of the project site are multi-family residential developments, governmental campus buildings, the Orland Park Library, and various other professional service and retail development complexes.

A roundabout is proposed at the Ravinia Avenue intersection with 147th Street and the main entrance to the Orland Park Village Hall complex. Within the project limits, the existing roadway pavement will be widened at the intersection to accommodate the roundabout geometry, and a transition between a typical urban 2-lane cross section north of the roundabout, and an urban boulevard cross section to the east and south of the roundabout. The west leg of the roundabout will provide the entrance point for Village Hall complex visitors and employees.

Restoration of the rights-of-way will include landscaping the center island of the proposed roundabout. The center island landscaping plan will improve the aesthetics in this important corridor adjacent to a variety of land uses. In accordance with modern roundabout design, the landscaping must also be purposefully planned to make the island more conspicuous, while providing adequate sight distance, to ensure safe and efficient operation of the roundabout.

The Village has previously been awarded STP funds for design and construction of the roundabout. A copy of the approved Project Program Information Form (PPI) is included with this RFQ. Initially the Village was targeting 2014 for construction of the roundabout, however the LaGrange Road corridor will be under construction beginning in mid – 2013 until mid – 2015. Ravinia Avenue is anticipated to be an alternate route therefore the roundabout construction letting will need to be adjusted to 2015. Ravinia Avenue was added to the federal FAU route system. Traffic data is available, but likely outdated. The PPI form may need to be amended with updated project information, ie Consultant Company etc.

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Existing Conditions

Currently, the project site contains an improved 30-foot-wide bituminous asphalt road with curb and gutter for all legs of the intersection. As part of this project, the selected firm will need to evaluate the construction of the roundabout in the current lane configuration of 147th Street and Ravinia Avenue as well as an ultimate condition with the south leg of Ravinia Avenue improved to a boulevard section including a landscaped median. There are anticipated improvements to Ravinia Avenue that include a landscaped median. There is likely moderate utility accommodation or relocation that is anticipated.

147th Street and Ravinia Avenue Intersection

The intersection is entirely within Village of Orland Park jurisdictional boundaries. The existing intersection is regulated by four-way STOP control. The existing topography is generally flat on all approaches. Village records indicate that 80 feet of right-of-way exists on the north leg, 100 feet of right-of-way is provided on the south leg and east legs, and the Village Hall complex occupies the west leg. Sidewalk exists on the east side of Ravinia north and south of the project site, and on both sides of 147th Street east of the project site. A widened multi-use path exists on the west side of Ravinia south of the project site, south of the southernmost Village Hall complex entrance/exit. Overhead utilities exist on the east side of Ravinia Avenue. Roadway lighting exists on all four legs.

Funding and Project Schedule

Federal STP funding has been awarded for design and construction of this project. The approved PPI form (see page 8) is included with this RFQ.

Anticipated Project Challenges

The selected engineering firm will be expected to complete all typical Phase I and Phase II project tasks. Additionally, successful completion of this project may involve addressing the following project challenges:

- Right-of-way evaluation: It is anticipated that ROW will need to be acquired at the NE corner. The selected firm will need to evaluate all of the ROW needs. The Village owns the property along the west side of Ravinia Avenue but it is anticipated that an overall Plat of Highways will be developed to separate the roadway ROW and privately and publically owned properties.
- Federal Aid compliance: This project will be partially funded with Federal monies; therefore, the selected consultant will be required to coordinate with IDOT and the Federal Highway Administration (FHWA) to acquire all necessary permits and clearances, including environmental and cultural clearances. The selected consultant will be expected to ascertain the level of environmental processing for Federal aid

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procedures including evaluation of environmental issues that may be associated with the current CCDD regulations. This project also will be constructed adjacent to an existing multi-family residential community, so the selected consultant will need to determine if this is considered a sensitive noise receptor and if noise studies will be required. The Village has not formally presented the project to IDOT or the FHWA. This will be one of the first tasks to be completed. The Village anticipates that at this meeting a determination will be made as to the level of Phase I Design necessary.

- Inter-agency coordination: There is no anticipated coordination required as all legs of the intersection are Village of Orland Park jurisdictional authority.
- Public and private Utility coordination: The proposed work is expected to conflict with overhead and underground public and private utility infrastructure. The selected consultant will be expected to coordinate with all utilities so that construction is not delayed because of utility conflicts.
- Geometric evaluation: In addition to the importance of proper design for the roundabout, the selected consultant will need to evaluate impacts that the proposed roundabout will have on the existing Village Hall complex pedestrian and vehicular access.
- It is anticipated that a soils investigation will need to be done as part of the Phase I and II engineering work.
- Construction Phasing: Construction will not be undertaken until the LaGrange Road corridor construction is completed, presently scheduled for 2013, 2014 and 2015. The selected consultant will be expected to develop a construction phasing plan that will allow the affected roadways and Village Hall entrances to continue to be in service during construction.
- Project Funding: The selected consultant will be expected to assist in the application for additional funds, if necessary, and to develop an engineer's estimate for construction costs.
- Public Information: Currently, Orland Park residents are inexperienced in the utilization of roundabouts. The selected consultant will be expected to provide a public information program, which will address the concerns of driving and maintaining a roundabout.

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GENERAL PROVISIONS

Contract

The successful proposer will be required to enter into a standard form services contract, subject to modifications (see Exhibit B), with the Village of Orland Park 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(s) will be modified to incorporate the terms of this RFQ and any pertinent documents included with the selected contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer 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 Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

Length of Contract

The term of the services contract herein granted shall be as prescribed within the Project Scope. The contract shall commence on the date of contract signing and extend to December 31, 2015, with the option to renew the contract for two years unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract.

Proposal Price (not to be submitted at this time)

The submitted proposal price shall include all permits, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Incurred Costs

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFQ.

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Confidentiality

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFQ will be considered public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of these RFQ's, a proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

Assignment

Successful proposer shall not assign the work of this Project without the prior written approval of the Village.

Compliance with Laws

The proposer 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 proposals or the performance of the Contract.

Proposer shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer 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. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors 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. Contractors 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.

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Insurance Requirements

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

Indemnification

The selected Proposer shall indemnify and hold harmless the Village of Orland Park ("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 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 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 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.

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Proposal Submittal Guidelines and Requirements

Each proposal 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 firms will be selected for an interview. Following the interview, a preferred consultant will be selected and a Fee Proposal will be requested. **The submitting firm's Proposal should include the following information:**

1. Firm Information: Name, address and brief history of firm.
2. Assessment of Project Challenges: Each firm should address the project challenges as listed above and provide a further assessment of other critical issues which will need to be addressed.
3. 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.
4. Related Design Experience: Interested firms should submit at least three (no more than five) specific examples of relevant roundabout design and construction utilizing Federal Funds. Reference should be made to project name, date completed, municipal clients' name and contact information, project budget, etc.
5. 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 geometric design and traffic analysis which will be utilized for the roundabout layout.
6. 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.

Note Regarding Fee Proposal: Do not submit a fee proposal at this time. Upon receipt of the Qualifications 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 recommendation will be forwarded to the Public Works and Engineering Committee and the Village Board for approval.

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Submittals & Selection Schedule

Three (3) copies of the Request for Qualifications are required. Submittals must be received at the address below no later than 11:00 A.M. Monday, June 10, 2013:

**Village of Orland Park
Office of the Village Clerk
14700 South Ravinia Avenue
Orland Park, IL 60462**

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 the 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 begin negotiations.

Selection Schedule

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

Submittal deadline:	June 10, 2013, 11:00 A.M.
Review of Proposals:	June 10-13, 2013
Interviews with selected firms (3):	June 17-19, 2013
Selection of preferred consultant:	June 21, 2013
Negotiations:	June 21-28, 2013
Submittal of Fee proposal:	July 1, 2013
Recommendation to Committee	July 15, 2013
Awarding of Contract by Village Board	August 5, 2013

Inquiries

Questions regarding this request for qualifications should be in writing and directed to:

Kurt Corrigan, PE
Transportation and Engineering Manager
Village of Orland Park
e-mail: kcorrigan@orland-park.il.us

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**Appendix
PPI Form**



Project Program Information Form

Federally Funded: Yes No Amendment/Supplement: # _____ for _____ FY _____ Cost: _____

Funding Type(s)			
Fund	Percent	Fund	Percent
Surf Trans. Pjct-Urban STP/STU	70/30		

TIP ID Number: 06-12-0013 ITEP Number: _____ HPP Bill Number: _____ SRTS Number: _____

Project Location(s) & Bridge Information				
Marked Route Designation	Street Name	List termini west or south limit, followed by the north or east limit. Provide GIS Station in decimal miles		
		from/at	Station 0.00	to Station 0.00
FAU 1709	Ravinia Avenue	@ 147th Street		
Facility Carried	Facility Crossed	Station 0.00	Existing Structure Number	Proposed Structure Number

Type of Work: Construction of a roundabout

County: Kane Lake Cook Regional Council Southwest Region
 DuPage McHenry Will Various

Federal Congressional District(s): 1 Illinois Representative District(s): 35

Local Agency: Village of Orland Park Local Agency TIN: 36-6006035 DUNS #: 010609261

MFT Section Number: 12-00069-00-CH Target Letting Date: June 2014

Estimate of Const. Cost: \$660,000.00 Construction Contract No.: _____

Non-Participating Cost: _____ Non-Participating Items: _____

Project Funding Table								
	State Job Number	Federal Project Number	Federal Fiscal Year	State Fiscal Year	Est. Total Cost	Federal Participation	Local Participation	State Participation*
<input checked="" type="checkbox"/>	P 91	-447-12	M-4003(032)	2013	2013	\$33,400.00	\$23,400.00	\$10,000.00
<input checked="" type="checkbox"/>	D 91	-447-12	M-4003(033)	2014	2014	\$33,400.00	\$23,400.00	\$10,000.00
<input type="checkbox"/>	R 91	-						
<input checked="" type="checkbox"/>	C 91	-447-12	M-4003(034)	2014	2014	\$660,000.00	\$462,000.00	\$198,000.00
			Construction Engineering	2014	2014	\$70,000.00	\$49,000.00	\$21,000.00

Contact / General Information

IDOT MFT Engineer: Kevin Stallworth Kevin.Stallworth@illinois.gov Planning Liaison: Allison Bos, (708) 941-7586
 Bridge Project PM: _____ Bridge PM Email: _____
 Program Administrator: Allison Bos Administrator: bos@swmayors.com
 Local Agency Contact: Kurt Corrigan
 Local Agency Email: kcorrigan@orland-park.il.us Local Agency Phone: 708-403-6123
 Consultant Company: _____ IDOT Design Engineer: _____
 Consultant Company TIN: _____ Consultant Contact: _____
 Consultant Contact Email: _____ Consultant Phone: _____
 Date Submitted: _____ Date Revised: 2/5/2013 Date Completed: 2/7/2013

Comments:

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REQUIRED SUBMITTAL DOCUMENTS

In order to be responsive, the proposer must submit all of the following items:

- Sealed Proposal Envelope - Addressed to the **Village of Orland Park, Office of the Village Clerk**, 14700 S. Ravinia Avenue., Orland Park, Illinois 60462 and labeled in the lower left hand corner:

RFQ PHASE I and PHASE II DESIGN ENGINEERING SERVICES FOR 147th Street and Ravinia Avenue ROUNDABOUT

- Proposal - Proposer must submit **one complete**, signed, sealed and attested **bound** copy of the proposal and two (2) **additional identical unbound copies of the proposal as called for in Part I Project Scope**, and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall have forms with original signatures.
- Information and narratives as requested in the **Proposal Submittal Guidelines and Requirements** section of the RFQ (page 9), including a sample contract from your company if you intend to submit one for the Village's consideration.
- **All sections listed below have forms that must be completed and submitted bearing AUTHORIZED signature:**
 - Proposal Summary Sheet
 - Business Organization
 - Certificate of Eligibility to Enter into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity
 - Tax Certification
 - References
 - Insurance Requirements

PROPOSAL SUMMARY SHEET

Village of Orland Park
Phase I and Phase II Design Engineering Services
147th Street and Ravinia Avenue Roundabout

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

E-Mail address: _____

FEIN#: _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

ACCEPTANCE: This proposal is valid for _____ calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

_____ Corporation: State of Incorporation: _____

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

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

_____ (Corporate Seal)

Business Name

Signature

Print or type name

Title

Date

CERTIFICATION OF ELIGIBILITY
ABILITY TO ENTER INTO PUBLIC CONTRACTS

I, _____, being first duly sworn certify
and say that I am _____
(insert "sole owner," "partner," "president," or other proper title)

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

By: _____

Title: _____

Subscribed and Sworn To
Before Me This _____ Day
of _____, 2013.

Notary Public

SEXUAL HARASSMENT POLICY

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

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

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

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

_____ (Name of Contractor) for

_____ (General Description of Work Proposed on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____

Title: _____

Subscribed and Sworn To
Before Me This _____ Day
of _____, 2013.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be

requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

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

ACKNOWLEDGED AND AGREED TO:

BY: _____

TITLE: _____

DATE: _____

Subscribed and Sworn To
Before Me This _____ Day
of _____, 2013.

Notary Public

TAX CERTIFICATION

I, having been first duly sworn depose and state as follows:

I am the duly authorized

Agent for _____, which has submitted a proposal to the Village of Orland Park for

_____ And I hereby certify
(Name of Project)

That _____ 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.

ACKNOWLEDGED AND AGREED TO:

BY: _____

TITLE: _____

DATE: _____

Subscribed and Sworn To
Before Me This _____ Day
of _____, 2013.

Notary Public

REFERENCES
(Please Print or Type)

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Signature and Date _____

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

AUTOMOBILE LIABILITY

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

GENERAL LIABILITY (Occurrence basis)

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

PROFESSIONAL LIABILITY

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

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

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

ACCEPTED & AGREED THIS ____ DAY OF _____, 2013.

Signature

Printed Name & Title

Authorized to execute agreements for:

Name of Company

EXHIBIT A

VILLAGE OF ORLAND PARK LOCAL VENDOR PURCHASING POLICY

The Village of Orland Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village of Orland Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 - \$250,000	2.00%
\$250,000 - 1,000,000	1.50%
\$1,000,000 - 2,000,000	1.00%
Greater than \$2,000,000	Not Applicable

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Orland Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

EXHIBIT B
VILLAGE OF ORLAND PARK
(Agreement for Professional Engineering Services)

This Agreement is made this ____ day of _____, 20__ by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and _____(hereinafter referred to as the “ENGINEER”).

WITNESSETH

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

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

- This Agreement
- The Terms and Conditions
- The Proposal(s) as it is responsive to the VILLAGE’s requirements
- All Certifications required by the Village
- Certificates of Insurance

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

Phase I and Phase II Engineering Services for the intersection improvements at 147th Street and Ravinia Avenue.

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

TOTAL COST:

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

SECTION 4: TERM OF THE CONTRACT: This Agreement shall commence on the date of execution. The SERVICES shall commence upon execution of this contract and receipt of a Notice to Proceed. This Agreement shall terminate on [MONTH DAY, YEAR], 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 Agreement with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The ENGINEER shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the ENGINEER, 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 ENGINEER, 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER in compliance with the AGREEMENT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: ENGINEER 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: ENGINEER 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 ENGINEER 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 ENGINEER 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. ENGINEER 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. ENGINEER 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 ENGINEER shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the SERVICES.

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

To the VILLAGE:

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

To the ENGINEER:

Telephone:
Facsimile:

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 ENGINEER'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 ENGINEER shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The ENGINEER 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: ENGINEER 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

FOR: THE ENGINEER

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: Village Manager

Its: _____

Date: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy

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

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

