

LEGAL NOTICE - MUST RUN IN  
DAILY SOUTHTOWN  
Wednesday, August 9, 2017

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
REQUEST FOR QUALIFICATIONS #17-033

**Water Distribution System Model & Evaluation**

The Village of Orland Park is soliciting Statements of Qualifications to retain the services of one (1) qualified and experienced consulting engineering firm for the purpose of developing and evaluating a water distribution model. Proposals are due not later than 11:00 A.M. on August 31, 2017 at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made. The specifications are on file, available for inspection at the Office of the Village Clerk and online on the Village's website [www.orlandpark.org](http://www.orlandpark.org).

No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.

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

The successful Consultant 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



# ORLAND PARK

REQUEST FOR QUALIFICATIONS  
#17-033

WATER DISTRIBUTION SYSTEM MODEL AND EVALUATION

ISSUED

August 9, 2017

SUBMISSION DEADLINE

August 31, 2017  
11:00 A.M.

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



## TABLE OF CONTENTS

### I. INSTRUCTIONS TO PROPOSERS

- Overview ..... 2
- Project Details ..... 3
- Submission Requirements..... 8
- Evaluation of Proposals..... 10
- General Terms and Condition..... 11
- Submittal Checklist ..... 14

### II. REQUIRED PROPOSAL SUBMISSION DOCUMENTS

- Affidavit of Compliance ..... 16
- Insurance Requirements..... 19

### III. EXHIBITS

- A - Sample Standard Form Contract..... 21

1

## I – INSTRUCTIONS TO PROPOSERS



ORLAND PARK

RFQ #17-033

## Water Distribution System Model And Evaluation

### OVERVIEW

The Village of Orland Park (the "Village") is soliciting Statements of Qualifications (the "SOQ") to retain the services of one (1) qualified and experienced consulting engineering firm (the "Consultant") for the purpose of developing and evaluating a water distribution model. The model shall be used to analyze the Village's distribution system for current and future (as required) service requirements with regard to capacity, redundancy, reliability and cost effectiveness. At the Village's sole discretion, the selected Consultant may also be retained to complete additional engineering services during fiscal years 2018, 2019 and 2020 pertaining to the Village's Water Distribution Analysis and Capital Improvement Program (CIP).

### CONTACT INFORMATION/QUESTIONS

All questions related to this proposal must be submitted in writing, no later than 12:00 pm local time on Thursday, August 17, 2017, to:

*Doug Medland*  
*Village of Orland Park Public Works*  
*publicworks@orlandpark.org*  
*Fax: 708-403-8798*

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 to be posted on the Village's website. In order to receive notification of any Addenda, please register your email with the Village via the "Sign Up" link located on the Bids & RFPs page on the Village's website, at [www.orlandpark.org/asp](http://www.orlandpark.org/asp). Answers to questions will not be mailed to potential Consultants.

No oral comments will be made to any Consultant as to the meaning of the RFQ, Specifications or other contract documents. Answers will be provided in writing to all potential Consultants. Consultants will not be relieved of obligations due to failure to examine or receive documents, visit the Village's 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, Addendum shall govern to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. **Consultants are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submission.** A Consultant's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.



ORLAND PARK

RFQ #17-033

## Water Distribution System Model And Evaluation

### **SUBMISSION DEADLINE**

Proposals must be submitted no later than **11:00 a.m., local time, on Thursday, August 31, 2017**. No consideration will be given to proposals received after the stated date and time. Proposals submitted must include all information and documents as requested in this Request for Proposals. No oral or electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

### **THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.**

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

### **PROJECT DETAILS**

#### **Background**

The Village requires assistance to develop water system improvements to provide fire flow, system pressures, flow and future city growth. The improvements will be outlined in a plan that can be incorporated into the village's Capital Improvement Program (CIP). These activities will then translate into sound and cost efficient repair and corrective recommendations.

The Village maintains approximately 350 miles of water mains, 4,500 fire hydrants, 4,100 valves and provides service to an area covering approximately 25 square miles. The village receives Lake Michigan water via Oak Lawn.

Information relating to the water distribution infrastructure is contained in a Geographic Information System (GIS) platform (ESRI ArcMap geodatabase) and Supervisory Control And Data Acquisition (SCADA).

The Village's Public Works Department, Utility Division, is responsible for the repair and maintenance of the water distribution system. The Utility Division, with a field crew of 17, is also responsible for the repair and maintenance of the sanitary sewer, storm sewer and drainage infrastructure.



ORLAND PARK  
RFQ #17-033

## Water Distribution System Model And Evaluation

### Scope of Services

#### Overall Goal

The Village's overall goal is to develop a water distribution system model, evaluation and recommendations for improvements to provide efficient and effective fire flow, system pressures, flow and for future growth of the distribution system. The improvements, costing and funding recommendation will be outlined in a plan that can be incorporated into the village's multi-year Capital Improvement Program (CIP).

The Village expects that this scope of services will provide sufficient information and understanding to develop a water distribution model and perform computer simulations to assess system performance through a baseline comparison of the model results with key measurements taken throughout the existing water system (pressure, flows etc.)

The selected Consultant shall utilize nonproprietary software for water system modeling. The software should include typical program characteristics including general operational features such as ESRI-ArcGIS compatibility, interoperability between platforms (GIS, AutoCAD, Microstation and stand-alone) model/database architecture as it relates to reliability of the data storage and other capabilities which can reduce costs for the Village of Orland Park and provide various water quality benefits. The software to be used shall be approved by the Village. The selected Consultant is not expected to provide any software training for Village personnel. The selected Consultant shall provide a copy, in a format acceptable to the Village, of a fully functional model upon the Village's request.

The Village requires that the following tasks be performed by the selected Consultant to build the model and complete the engineering evaluation:

1. Attend an initial project meeting to review objectives and schedule.
2. Create a water hydraulic model for the Village that will include all water system facilities and all water piping 6-inch in diameter or larger. The model shall be built utilizing the Village's existing GIS and SCADA databases. Discontinuities within the distribution system's GIS shall be corrected as part of the modeling effort and an updated ESRI geodatabase submitted to the Village. The Village's watermain GIS geodatabase may be used to help construct the model and resolve inconsistencies and discontinuity. Improvements that have not yet been added to the geodatabase will be identified and included in the model. The Village will provide the following water system and GIS information:
  - a. Water system information including hard copies (if necessary) of water distribution system water mains, water towers and water booster pump stations.



## RFQ #17-033

### Water Distribution System Model And Evaluation

- b. ESRI GIS Geodatabase information to include:
    - i. Pipe information including pipe lengths, material and sizes (not all verified).
    - ii. Water Booster Pump Station locations.
    - iii. Water tower locations.
    - iv. Water valve locations.
    - v. Fire Hydrant locations.
    - vi. Aerial Photography (only after Cook County Agency Agreement approval)
    - vii. One-foot ground elevation contours (not verified) (only after Cook County Agency Agreement approval)
  - c. Latest ISO Fire flow test results.
  - d. Large industrial and commercial water users from water billing data.
  - e. Historical SCADA information.
  - f. Main Pumping Station and Water Booster Pump Station's records.
  - g. Comprehensive planning and zoning information and population density estimates for future development areas.
3. Estimate and allocate water demand to the nodes in the distribution system model in accordance with information obtained from Village water billing and pumping records. Large industrial and commercial water users will be separately identified and included in the model. Where vacant land exists within the service area, zoning maps will be referred to when estimating water demands from future customers. Census tract data may also be used as a check for population density.
  4. The model will be base tested to establish that it is functioning and nodes are connected.
  5. Perform hydrant flow testing during periods of low water demand. Village personnel will assist with this effort. Hydrants to be flow tested will be as identified in conjunction with the Village. Previous ISO test results will be referred to when selecting test hydrant locations. Testing up to 20 hydrant locations is anticipated.
  6. Diurnal curve will be developed based on SCADA trending information on maximum demand day in 2016.
  7. Perform a steady state calibration of the water model to industry standards using field fire flow testing results and Village-provided SCADA information.
  8. Perform an extended period calibration of the water model to industry-accepted standards using Village-provided SCADA information.
  9. Attend meeting to review calibration results with Village.





ORLAND PARK

RFQ #17-033

## Water Distribution System Model And Evaluation

10. Distribution system modeling will then be performed. Model runs will include:
  - a. Maximum day plus fire. A maximum day water demand condition will be modeled. Fire flows at various locations will be added to the model to assess system performance under a stressed condition. Extended period simulation (EPS) will be used to determine and discuss the worst hour under this scenario.
  - b. Maximum day. The maximum day will be simulated. This run will assess the performance of the several elevated tanks in the system and the system's ability to replenish the water storage by the end of a maximum day using EPS.
  - c. As part of the modeling effort, watermain improvements and other potential system additions will be identified and added to the model to assess improved system performance under various modeling conditions.
  - d. Village-specified improvement or situation scenarios, as determined during the initial meeting, will be performed using EPS modeling.
11. Following the modeling effort, attend a meeting where results will be reviewed with the Village of Orland Park, including initially proposed improvements. The practicality of the proposed improvements will be reviewed and adjustments will be made recognizing potential physical constraints.
12. Model simulations will then be performed taking into account the adjustments made to determine that the desired improvements in system performance will be achieved.
13. A draft report summarizing the modeling and describing proposed improvements including estimated construction costs will then be prepared and reviewed with the Village.
14. Following receipt of Village comments, the report will be revised as necessary and issued in final form with the recommendations for water system improvements to provide fire flow, system pressures, flow and future city growth. The improvements will be outlined in a plan that can be incorporated into the Village's Capital Improvement Program (CIP).



ORLAND PARK

RFQ #17-033

## Water Distribution System Model And Evaluation

### Schedule

The following RFQ Schedule of Events represents the Village's best estimate of the schedule that shall be followed. The Village reserves the right to adjust the schedule as it deems necessary.

Request for Qualifications Advertised	Wednesday, August 9, 2017
Question Deadline	Thursday, August 17, 2017 by noon CDT
SOQ Submission Deadline	Thursday, August 31, 2017 by 11:00 a.m. CDT
Village Evaluates SOQs	Week of September 4, 2017
Village Contacts Finalists	Week of September 11, 2017
Village Interviews Consultants	Week of September 18, 2017
Recommend Consultant (Committee)	Monday, October 2, 2017
Approve Consultant/Proposal (Board)	Monday, October 16, 2017

### PROPOSAL SUBMISSION

Each proposal submitted to the Village of Orland Park shall include, without limitation, the following information in narrative and/or outline form describing the firm's understanding of the task and indicate the following:

- a. Approach used to complete the task.
- b. Information needed from the Village.
- c. Issues to be considered in completion.
- d. Estimated level of effort in hours, broken down in subtasks.
- e. Tentative project schedule.

The submittal shall demonstrate the Consultant's capabilities and competence in water distribution system modeling and master planning by providing the following:

- a. Describe at least five other projects similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- b. Provide references, including name, address and telephone numbers of a contact person for each project identified and described.
- c. Indicate commencement dates, duration and type of operation.
- d. Describe all previous projects completed for the Village (if any).

The submittal shall clearly identify the professional staff person(s) who would be assigned as your Project Manager and any key technical personnel and provide resumes. The proposal should indicate the abilities, qualifications and experience of these individuals and how they can provide maximum value to the project.



## RFQ #17-033

### Water Distribution System Model And Evaluation

Provide a not-to-exceed cost to complete the work outlined in the Scope of Services. The not-to-exceed cost should indicate the hours required by each team member and their hourly billing rate. All costs should be broken down by task and labor category. Reimbursable direct costs should be included. If your price excludes certain fees or charges, please provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Conditional proposals will not be considered.

If the execution of work to be performed by your company requires the hiring of subcontractors you must clearly state this in your proposal. Sub-contractors must be identified and the work they will perform must be defined.

## **SUBMISSION REQUIREMENTS**

### **TECHNICAL PROPOSAL**

In addition to the required forms in *Section II* of this RFQ, Consultants must include the information requested on page 7-8 as part of the Project Details of this RFQ (the "Technical Proposal") with their submittal.

### **REQUIRED FORMS**

Consultants shall complete and submit the requested forms included in *Section II* of this RFQ.

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

**Insurance Requirements** – *Section II* includes the Insurance Requirements form which must be completed, signed and submitted with the proposal. Consultants may submit with the proposal a current policy Certificate of Insurance showing the insurance coverages the Consultant currently has in force.

### **SEALED PROPOSALS**

**Not later than 11:00 a.m., local prevailing time on Thursday, August 31, 2017**, all sealed proposals must be submitted to the Village Clerk's Office labeled **RFQ # 17-033 – Water Distribution System Model & Evaluation** in the lower left hand corner and addressed to:

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



ORLAND PARK

RFQ #17-033

## Water Distribution System Model And Evaluation

Oral, telephonic, telegraphic facsimile or electronically transmitted proposals will not be considered. In order to be responsive, **SEALED PROPOSALS 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.

### COPIES

Consultants must **submit four (4) complete, sealed and signed hardcopies of the proposal**. Three (3) bound sets and one (1) unbound set - shall be marked "Original" and must contain original signatures. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Submittal must also include one (1) complete copy of the SOQ on a USB Flash Drive in PDF format. Please label the flash drive with your company name.

### WITHDRAWAL OF PROPOSALS

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered. Proposals shall be irrevocable for a period of ninety (90) calendar days after the Village opens them.

### OTHER

Each Consultant is responsible for reading this RFQ and determining that the Proposal Specifications describe the Project in sufficient detail.

After proposals 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 proposals must be made in accordance with this RFQ, which is on file and may be obtained for examination in the Village's Clerk's Office and are made part of this notice as though fully set forth herein.



RFQ #17-033

## Water Distribution System Model And Evaluation

### EVALUATION OF PROPOSALS

Selection of a “best fit” consultant shall be based on the Village’s evaluation of the following criteria contained in the respective submittal:

- Experience and capability to develop a hydraulic model for water distribution
- Experience and capability in evaluating and recommending water distribution system improvements
- Consultants understanding of the project and commitment to their role in assisting the Village in preparing multi-year improvement programs
- Additional capabilities of consultant to identify and evaluate areas not specifically articulated in the Scope of Services
- Ability to demonstrate proven results from consultant recommendations from previous clients
- Assignment of qualified and experienced team members to this project and estimated individual time and cost associated with the components of this project
- Experience and familiarity with the village’s current water distribution system

Submittals will be opened and evaluated in private and submittal information will be kept confidential until an award is made.

A selection committee comprised of staff from the Village of Orland Park will evaluate all Statement of Qualifications (SOQ). SOQ’s will be reviewed, evaluated, and scored, using the criteria and weights defined below. Based on scores, firms will be selected for interviews.

After the interviews, there will be a final scoring of firms that will yield a single firm that will be recommended to provide future water distribution consulting engineering services.

The Village will consider the following items when evaluating each Consultant’s submittal and interview (if applicable):

- Qualifications, project approach and experience with water distribution hydraulic modeling (40%)
- Qualifications and experience of the main point of contact, project managers, design team and construction engineers (20%).
- Experience and familiarity with the village’s current water distribution system. (10%)
- Qualifications and experience with obtaining permits from various governmental agencies including the Illinois Environmental Protection Agency (10%).
- Completeness of the proposal (10%).
- Rate Schedule (10%).



ORLAND PARK

RFQ #17-033

## Water Distribution System Model And Evaluation

The Village of Orland Park retains the right to refuse any and all proposals. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Consultant to perform the work in conformity with the Proposal and Contract documents, and the Consultant shall furnish to the Village all such information and data for this purpose as the Village may request.

### GENERAL TERMS AND CONDITIONS

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

**Award** - Award of the contract is subject to Village Board approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

**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 proposals 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.

**Prevailing Wages** – The Prevailing Wage Act is not applicable to this work.

**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



## RFQ #17-033

### Water Distribution System Model And Evaluation

determined by the Village Manager. Based upon the public nature of these RFQs, where 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 Engineering 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 contractors 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 Engineering Services Contract the Village intends to use for this Project.

**Incurred Costs** – The Village will not be liable in any way for costs incurred by Consultants in replying to this RFQ.

**Indemnification** - The successful 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.



ORLAND PARK

RFQ #17-033

## Water Distribution System Model And Evaluation

**Insurance** – The successful Consultant 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 in *Section II* of this RFQ. **Consultants must sign and submit with the proposal, the Insurance Requirements in Section II of this RFQ, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Consultant.** By signing this form, Consultants certify that in the event the Consultant does not already have the required insurance coverages in place, the Consultant has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Consultant within ten (10) days after the date of the Notice of Award of the Contract. 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. Consultants have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Consultant may incur as a result of obtaining said required coverage's. Consultants also represent that they have taken the insurance requirements into account and at Consultants' sole discretion, has factored this into the proposal prices submitted. The successful Consultant is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount proposal, as a result of any expense the successful Consultant may incur to satisfy the obligations required herein.

**Negotiations** –The Village reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Project. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the Consultant during discussions or negotiations will be held by the Village as contractually binding on the successful Consultant.





ORLAND PARK

RFQ #17-033

## Water Distribution System Model And Evaluation

### SUBMITTAL CHECKLIST

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

1. A **Technical Proposal** as described in this RFQ
2. Signed and completed **Required Forms** from *Section II*:
  - a. Affidavit of Compliance
  - b. Insurance Requirements
3. Four (4) complete, sealed and signed hardcopies of the proposal – three (3) bound sets and one (1) unbound set - shall be marked “Original” and must contain original signatures. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Submittal must also include one (1) complete copy of the SOQ on a USB Flash Drive in PDF format. Please label the flash drive with your company name.

Submit your proposals labeled RFQ # 17-033 – Water Distribution System Model & Evaluation 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

4. **Acknowledgement of Addenda (if applicable):** Consultants are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission. A Consultant’s failure to include a signed formal Addendum in its proposal submission may deem its proposal non- responsive.

## II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS

# AFFIDAVIT OF COMPLIANCE

---

The undersigned \_\_\_\_\_, as \_\_\_\_\_  
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of \_\_\_\_\_, certifies that:  
(Enter Name of Business Organization)

## 1) BUSINESS ORGANIZATION:

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

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

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

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation \_\_\_\_\_ (State of Incorporation) \_\_\_\_\_ (Date of Incorporation)

## 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 [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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 Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

\_\_\_\_\_  
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 Specimen Certificate of Insurance showing bidder's current coverage's*

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$1,000,000 – Each Accident    \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

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

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. 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 Consultant 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 Consultant.

ACCEPTED & AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized to execute agreements for:

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Name of Company

### III – EXHIBITS

**EXHIBIT A**  
 **ORLAND PARK**  
(Professional and Consulting Services Contract)

This Contract 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 "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 General Terms and Conditions pertaining to the Contract (attached)
- The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder
  - o The Request for Proposals
  - o The Instructions to Proposers
- The Proposal dated \_\_\_\_\_ as it is responsive to the VILLAGE's RFP requirements
- Affidavit of Compliance
- Certificates of Insurance

**SECTION 2: SCOPE OF THE WORK, SERVICES AND PAYMENT:** The CONSULTANT will perform for the benefit of the VILLAGE the services described in Proposal dated \_\_\_\_\_, which is included under separate cover and incorporated herein (the "SERVICES"). The CONSULTANT must furnish all professional services, labor, materials, tools, equipment and supervision necessary or appropriate to fully perform the SERVICES and all other duties and responsibilities of the CONSULTANT pursuant to this Contract (hereinafter referred to as the "WORK"). The WORK is to be provided by CONSULTANT as an independent contractor and not as an employee of the VILLAGE. CONSULTANT represents that all employees utilized by CONSULTANT are fully trained. CONSULTANT understands that no training will be provided by the VILLAGE. In performing its obligations pursuant to this Contract, CONSULTANT will do nothing that could adversely affect the goodwill or reputation of the VILLAGE.

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 for performance of the WORK: \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_) Dollars.



**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 its execution. The WORK shall commence [on the date of execution] [or pick a date to insert] and continue expeditiously [for \_\_\_\_\_ [days] [months] [years] from that date.] ←-pick one or combine-→ [until final completion on \_\_\_\_\_] This Contract shall terminate upon completion of the WORK or \_\_\_\_ [year(s)] [month(s)] [pick a date to insert], whichever occurs first, 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: INDEPENDENT CONTRACTOR STATUS:** To the fullest extent permitted by law, CONSULTANT shall be an independent contractor hereunder and neither CONSULTANT nor anyone acting on its behalf shall be deemed an agent, employee, joint employee or servant of VILLAGE. Neither VILLAGE nor CONSULTANT shall have any right to act on behalf of or bind the other party for any purpose.

**SECTION 6: INDEMNIFICATION AND INSURANCE:** With respect to services performed by the CONSULTANT for the VILLAGE, the CONSULTANT agrees to the fullest extent permitted by law to indemnify and hold harmless the VILLAGE, its trustees, directors, officers, agents and employees against any and all claims, suits, actions, demands or losses against VILLAGE and pay all costs (including costs of defense) for damage to the property of, or personal injuries to, or death of, any person or persons, including the CONSULTANT, if such claims, suits or losses are caused directly or indirectly by, are connected with, or arise out of the performance of this Contract by the CONSULTANT, whether by negligence or otherwise. CONSULTANT will also indemnify, defend and hold harmless the VILLAGE and its officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Developments or other materials supplied to the VILLAGE or used by the VILLAGE in the manner recommended by the CONSULTANT, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise.

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 CONSULTANT or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The CONSULTANT 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 7: 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 8: 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 9: STANDARD OF SERVICE:** SERVICES shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Metropolitan Chicago 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 10: 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 11: COMPANY PROPERTY:** Upon expiration of this Contract or termination for any reason, CONSULTANT will forthwith deliver and assign to the VILLAGE all the results performed by CONSULTANT pursuant to this Contract including but not limited to all documents, records, notebooks and repositories of or containing secret, confidential or proprietary information concerning the VILLAGE or its business affairs or products, including all copies thereof in the CONSULTANT's possession, whether prepared by the CONSULTANT or others, and all other property of the VILLAGE in the CONSULTANT's possession, including keys and access or security cards providing access to VILLAGE facilities or equipment. In the absence of permission by the VILLAGE, the CONSULTANT will not at any time during the term or after termination of this Contract reveal, divulge or make known to any person outside the VILLAGE's business organization, or use for the CONSULTANT's own account, any secret, confidential or proprietary information concerning the VILLAGE or its business, affairs or products (whether or not developed in whole or in part by the CONSULTANT's

efforts). The CONSULTANT will at no time, either during the term or after termination of this Contract make any use of any such information except for the benefit of the VILLAGE.

**SECTION 12: COMPLIANCE:** CONSULTANT shall comply with all of the requirements of the CONTRACT DOCUMENTS including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 13: 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 has contracted. The VILLAGE 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 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 within two (2) business days of the request being made by the VILLAGE. The undersigned agrees to indemnify and hold harmless the VILLAGE from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the VILLAGE under this Contract.

**SECTION 14: 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 15: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 16: 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 CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## 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.

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

\_\_\_\_\_ (CONSULTANT)

By: \_\_\_\_\_  
Officer Date

Print Name: \_\_\_\_\_

VILLAGE OF ORLAND PARK

By: \_\_\_\_\_  
Officer Date

Print Name: \_\_\_\_\_