

LEGAL NOTICE - MUST RUN IN  
DAILY SOUTHTOWN  
Wednesday October 4, 2017

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
REQUEST FOR QUALIFICATIONS #17-038

**Phase III Construction Engineering Services – 147<sup>th</sup> Street & Ravinia Ave Roundabout**

The Village of Orland Park is issuing this Request for Qualifications to solicit qualifications from interested firms to provide Phase III Construction Engineering Services for the intersection improvements at 147th Street and Ravinia Avenue. Proposals are due not later than 11:00 A.M. on October 18, 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No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.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  
#17-038

PHASE III CONSTRUCTION ENGINEERING SERVICES –  
147TH STREET AND RAVINIA AVENUE ROUNDABOUT

ISSUED

October 4, 2017

SUBMISSION DEADLINE

October 18, 2017  
11:00 A.M.

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



# ORLAND PARK

RFQ #17-038

## PHASE III CONSTRUCTION ENGINEERING SERVICES - 147TH STREET AND RAVINIA AVENUE ROUNDABOUT

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## I – INSTRUCTIONS TO PROPOSERS



## ORLAND PARK

RFQ #17-038

### PHASE III CONSTRUCTION ENGINEERING SERVICES - 147TH STREET AND RAVINIA AVENUE ROUNDABOUT

#### OVERVIEW

The Village of Orland Park, in Cook and Will Counties, Illinois, is inviting qualified firms to submit qualifications for Phase III Construction Engineering Services for the intersection improvements at 147th Street and Ravinia Avenue. The Village has secured STP funding for all phases of this project.

#### CONTACT INFORMATION/QUESTIONS

All questions related to this proposal must be submitted in writing, no later than **12:00 pm local time on Wednesday, October 11, 2017**, to:

*Sean Marquez, PE*  
*Project Engineer*  
*smarquez@orlandpark.org*

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/aspx](http://www.orlandpark.org/aspx). Answers to questions will not be mailed to potential proposers.

No oral comments will be made to any proposer as to the meaning of the RFQ, Specifications or other contract documents. Answers will be provided in writing to all potential proposers. Proposer 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 Proposer 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 Proposer 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. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submission.** A Proposer's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.



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#### SUBMISSION DEADLINE

Proposals must be submitted no later than **11:00 a.m., local time, on Wednesday, October 18, 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 Description

A roundabout is proposed at the Ravinia Ave intersection with 147<sup>th</sup> 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.

#### 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. There are anticipated improvements to Ravinia Avenue that include a landscaped median. There is moderate utility accommodation or relocation that is anticipated.

#### Ravinia Avenue and 147<sup>th</sup> Street 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 and is proposed on the east side of Ravinia north and south of the project site, and on both sides of 147<sup>th</sup> Street east of the project site. A widened multi-use path exists and is proposed 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



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Ravinia Ave. Roadway lighting exists on all four legs with new decorative lighting proposed with the new roundabout.

#### Funding and Project Schedule

Federal STP funding has been awarded for construction/construction engineering for this project. The project is anticipated to on the March 2018 letting with a substantial completion by Thanksgiving 2018. The Village anticipates punchlist and final restoration to be in the spring of 2019.

#### 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, the top three firms will be ranked. Negotiations will then begin with the top ranked firm. **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 Roundabout Construction Experience: Interested firms should submit at least three (no more than five) specific examples of relevant roundabout 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 and proposed milestones. Firms should also provide specific information regarding project approach for material testing.
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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#### Selection Criteria

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

- Firms past work experience within the Village relating to roundabouts – 20%
- Similar Roundabout Construction Engineering Experience – 30%
- Project Team – 30%
- Overall Completeness of Submittal and Project Understanding – 20%

#### 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.

Submittal deadline:	October 18, 2017 11:00 A.M.
Review of Proposals and Rankings:	October 23, 2017
Negotiations:	October 24-30, 2017
Submittal of Fee proposal:	October 30, 2017
Recommendation to Committee:	November 6, 2017
Village Board Approval:	November 20, 2017





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#### SUBMISSION REQUIREMENTS

##### Technical Proposal

In addition to the required forms in *Section II* of this RFQ, Proposers must include the information requested on page 4 as part of the Project Details of this RFQ (the "Technical Proposal") with their submittal.

##### Required Forms

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

Proposer Summary Sheet – Section II includes the Proposer Summary Sheet which must be completed and submitted with the proposal.

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. Proposers may submit with the proposal a current policy Certificate of Insurance showing the insurance coverages the Proposer currently has in force.

##### Sealed Proposals

**Not later than 11:00 a.m., local prevailing time on Wednesday, October 18, 2017**, all sealed proposals must be submitted to the Village Clerk's Office labeled RFQ # 17-038 Phase III Construction Engineering Services 147<sup>th</sup> Street & Ravinia Ave Roundabout 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

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

Proposers 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 RFQ on a flash drive or CD/DVD in PDF format.



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Please label the submittal with your company's 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 Proposer is responsible for reading this RFQ and determining that the Proposal Specifications describe the Project in sufficient detail.

After proposals have been opened, no Proposer 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 Proposer 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.



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#### EVALUATION OF PROPOSALS

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

- Professional staff qualifications, education and experience (25%)
- Evidence of the firm’s ability to execute each of the responsibilities outlined in the RFQ’s scope of services (20%)
- Demonstrated commitment of the firm to manage and complete projects within established schedules (20%)
- Quality of references for projects similar in scope completed in the past five (5) years (15%)
- Competitiveness of provided schedules of hourly rates (10%)
- Quality and completeness of firm’s submission (5%)
- Qualification as a firm having experience with previous and/or current village projects (5%)

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

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 firm to perform the work in conformity with the Proposal and Contract documents, and the firm 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 firm 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 firm 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 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. Proposers 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. Proposers 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



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employees, and health and safety of employees. Firms 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 Proposer in response to this RFQ will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFQs, where applicable, a Proposer 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 firm 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 RFQ. The Village reserves the right to terminate the relationship with the selected firm 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 LA neglect, refuse, or fail to complete the work under the Contract in accordance with the Village’s Requirements, the firm 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 Proposers in replying to this RFQ.

**Indemnification** - The successful Proposer 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 firm 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 firm, 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 firm 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 firm 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 firm 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



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indemnified party in connection therewith.

**Insurance** – The successful 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 in *Section II* of this RFQ. **Proposers 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 Proposer.** By signing this form, Proposers certify that in the event the Proposer does not already have the required insurance coverages in place, the Proposer has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Proposer 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. Proposers 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 Proposer may incur as a result of obtaining said required coverage's. Proposers also represent that they have taken the insurance requirements into account and at Proposer's sole discretion, has factored this into the proposal prices submitted. The successful Proposer 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 Proposer 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 Proposer during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.



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#### SUBMITTAL CHECKLIST

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

1. A **Technical Proposal** as described in this RFQ
2. Signed and completed **Required Forms** from *Section II*:
  - a. Proposer Summary Sheet
  - b. Affidavit of Compliance
  - c. 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 RFQ on a flash drive or CD/DVD in PDF format. Please label the submittal with your company’s name.

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

## II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

RFQ 17-038  
Phase III Construction 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)



**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

**PROFESSIONAL LIABILITY**

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

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

Master Agreement for Professional Services

This Master Agreement (hereinafter referred to as the "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 is a Master Agreement and shall be the agreement for all projects authorized by the VILLAGE. Specific projects under this Agreement shall be authorized in writing by the VILLAGE by a proposal, which shall be attached hereto as Exhibit B and made a part of this Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit B and attached to this Agreement as Exhibit B.

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 General Terms and Conditions for Professional Engineering Services
- The Proposal(s) for the Project authorized under this Agreement as it is responsive to the VILLAGE's requirements attached as Exhibit B
- Affidavit of Compliance
- 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:

**Provide professional engineering services as described in the attached proposal, Exhibit B. See proposal for complete scope of work as requested by the Village of Orland Park and agreed by the PARTIES**

(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 FEE and REIMBURSABLE EXPENSES:** The ENGINEER's Fee and Reimbursable Expenses shall be a set forth in Exhibit B, the proposal for the project. Any services not identified in Exhibit B shall be considered additional services and shall be compensated as such based upon the agreement of the PARTIES.

**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 each proposal and receipt of a Notice to Proceed and continue expeditiously from that date until final completion or by the agreed upon time frame per proposal for each event. This 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, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the 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:**

Denise Domalewski  
Purchasing & Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org)

**To the ENGINEER:**

Telephone:  
Facsimile:  
e-mail:

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

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The 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, defend and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and



injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

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

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

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

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

**FOR: THE VILLAGE**

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

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

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

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

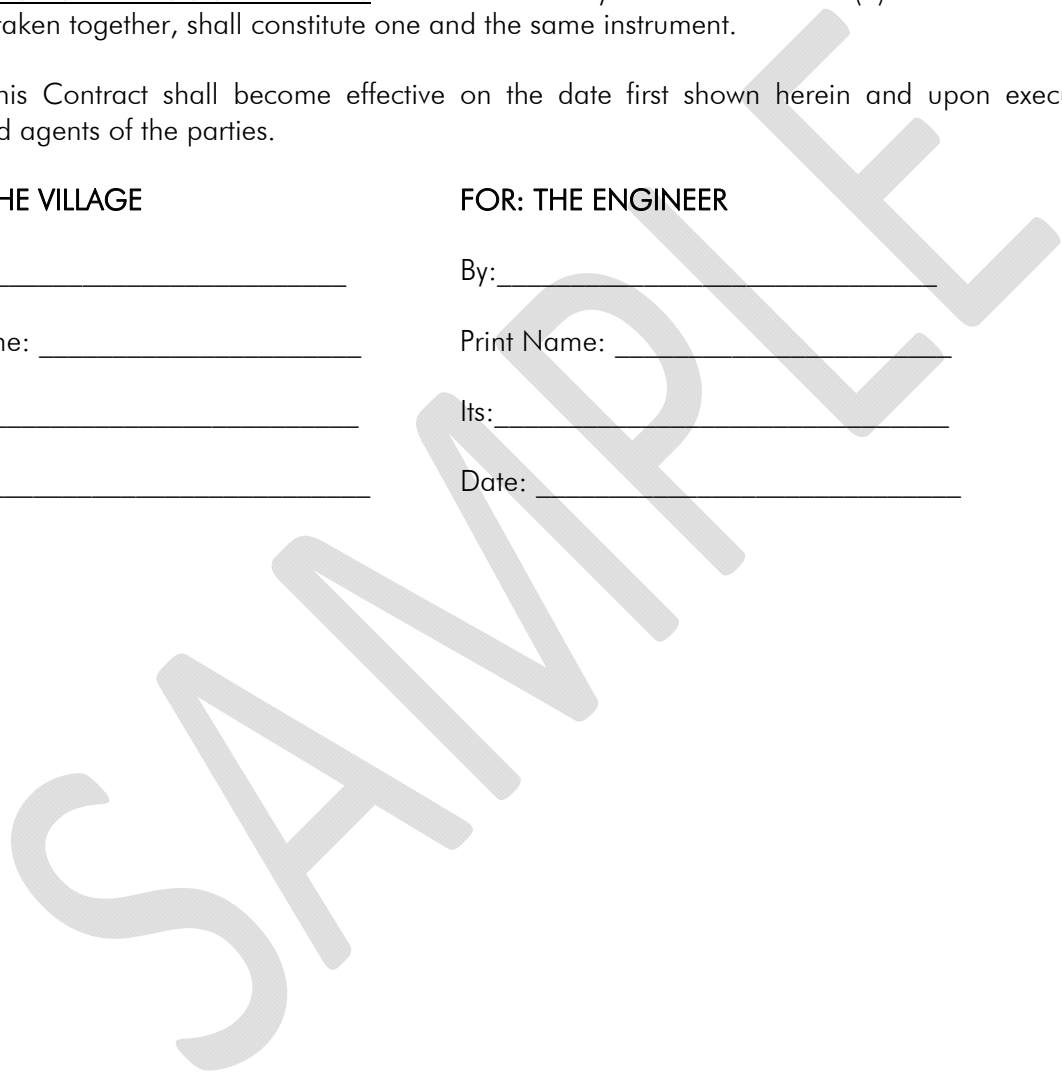
**FOR: THE ENGINEER**

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

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

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

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





**PROFESSIONAL ENGINEERURAL SERVICES  
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between ENGINEER and Village:** The ENGINEER shall serve as the Village's professional engineering consultant in those Projects, or phases of the Project on which it has been retained by the Village and 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 ENGINEER, 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.
3. **Changes:** The Village reserves the right by written change order or amendment to make changes in requirements, amount of services, or professional time schedule adjustments, and ENGINEER provided the Village shall negotiate appropriate contract adjustments acceptable to both Parties to accommodate any changes. 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 or the Project Documents, including plans and specifications for the Project, unless such errors are the result of the services 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.
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 fees and costs incurred up to and 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 shall 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 documents prepared by ENGINEER (hereinafter "Project Documents") in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village and Village shall be entitled to use said Project Documents provided the Village has complied with the terms of this Agreement, including prompt payment of all sums due.. 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 prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for onetime use in the construction of this Project. These Project Documents are and shall remain the property of the ENGINEER, including all intellectual property rights 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 Documents 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. Use by the Village of machine readable form Project Documents is at the Village's own risk and responsibility.

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. The Project Documents shall not 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, defend 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. **Subcontract:** ENGINEER may subcontract portions of the services, but each subconsultant 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 the Village 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 nonconformance 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 becomes aware of 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 the Services and any 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 its subconsultants shall have no responsibility for the discovery, 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. If ENGINEER becomes aware of such hazardous materials at the Project site, the ENGINEER shall notify the Village.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The ENGINEER shall provide the Village with certificates of insurance evidencing all coverages held by the ENGINEER, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the PARTIES, or provision thereof the fact that a facsimile transmission was used.

24. **Certifications:** ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify the existence of facts, opinions or conditions that would require knowledge, services or responsibilities beyond or outside the scope of the ENGINEER's Services. The Village also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such certification that would require knowledge, services or responsibilities beyond or outside the scope of the ENGINEER's Services.

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

ENGINEER

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

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

VILLAGE OF ORLAND PARK

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

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

