

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

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**Innoprise Contract #:** C22-0058

**Year:** 2022

**Amount:**

**Department:** Public Works

**Contract Type:** Master Service Agreement

**Contractors Name:** Williams Associates Architects LTD

**Contract Description:** Professional Mechanical, Electrical, and Plumbing (MEP) and Architectural Services



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
Williams Associates Architects, LTD DBA Williams Architects/Aquatics FOR Professional Mechanical,  
Electrical, and Plumbing (MEP) and Architectural Services  
Master Services Agreement**

THIS MASTER SERVICES AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 29<sup>th</sup> day of March, 2022, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Williams Associates Architects, LTD DBA Williams Architects/Aquatics (hereinafter referred to as “Consultant”). Village and Consultant may be referred to in this Agreement individually as a “Party” or jointly as the “Parties”. This Agreement governs all purchased Products and Services, as set forth below, provided by Consultant to the Village.

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Work:** The Consultant will provide the Services, Products and/or Deliverables set forth in one or more separately defined “Scope of Services” as set forth in each proposal and further described below:

Professional Mechanical, Electrical, and Plumbing (MEP) and Architectural Services  
(collectively referred to as the “Services”)

The Consultant’s proposal(s) is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). Consultant and Village recognize that Consultant's Services may include working on various projects for the Village. Consultant shall issue a new Statement of Work and obtain the approval of Village prior to the commencement of any new project. Further, if Village requests or requires any change that either expands or limits the Services or Deliverables defined in the Statement of Work, Consultant will follow the Change Control procedures defined in the Statement of Work. The terms, conditions and specifications set forth in Village’s Master Services Agreement, Request for Qualifications (RFQ), Request for Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall control.

2. **Payment:**

- A. **Contract Sum:** The Contract Sum for the Consultant ’s performance of the Services (the “Contract Sum”) shall be calculated as set forth in Exhibit A, which is attached hereto and incorporated herein, but in no event shall the Contract Sum exceed the Board approved budgeted amount.

To the extent required by applicable Law or requested by the Village, the Consultant must also submit to the Village (all in a form reasonably satisfactory to the Village) with each invoice a sworn statement setting forth all subcontractors, consultants, agents or any other person or entity with which the Consultant contracts to perform a portion of the Services ( the Consultant Related Parties) retained by the Consultant in connection with the performance of the Services, together with a lien waiver from the Consultant and each such Consultant Related Party covering the amounts for which payment is then being sought.

- B. **Payment:** The Village will pay all amounts properly owing to the Consultant as set forth in each invoice pursuant to the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.).
- C. **Withholding Payment:** Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to

errors or omissions of the Consultant and/or any Consultant Related Party, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

- D. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. To the extent the Illinois Department of Transportation ("IDOT"), the Federal Transit Administration ("FTA") or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the Village to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Village and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.
- E. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: This Agreement is a Master Services 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 A 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 A and attached to this Agreement as Exhibit A. The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
- Scope of Services as set forth in the Consultant's proposal (Exhibit A)
  - Schedule of Fees (Exhibit B)

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

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

A. Time is of the essence in this Contract. This Agreement shall commence on the date of execution. The Services to be performed by the Consultant under the Contract Documents shall commence no later than

30 days after the execution of each proposal and receipt of a Notice to Proceed (hereinafter the "Commencement Date"), and shall be completed no later than by the agreed upon time frame per proposal for each event (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor or consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

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

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:  
Name: Michael Mazza  
Village of Orland Park  
  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6108  
e-mail: [mmazza@orlandpark.org](mailto:mmazza@orlandpark.org)

To the Consultant:  
Name: Mark S. Bushhouse, AIA, LEED AP  
Company: Williams Associates Architects, LTD  
DBA Williams Architects/Aquatics  
Address: 500 Park Boulevard, Suite 800  
City, State, Zip: Itasca, IL 60143  
Telephone: 630-221-1212  
e-mail: [msbushhouse@williams-architects.com](mailto:msbushhouse@williams-architects.com)

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

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

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

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

11. Insurance:

A. Prior to Commencement of Work:

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

(ii) Minimum Scope of Insurance:

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

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

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

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The

- coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
  - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
  - (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
  - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
  - (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
  - (iii) Workers' Compensation Insurance:  
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
  - (iv) Professional Liability:
    - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
    - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
  - (v) Umbrella Policy:  
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
  - (vi)  Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

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

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

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

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

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

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

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

K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their

respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Consultant and any Consultant Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Consultant, any Consultant Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case.

In addition to the indemnification provided above, Consultant will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their 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 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 Deliverables 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 Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any other party pursuant to any common law or case.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to



indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Consultant in the course of its performance of Services hereunder. Confidential Information will include Deliverables, business plans, forecasts, projections, analyses, Village employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.
- B. Use of Confidential Information. The Consultant (i) will use Confidential Information only in connection with Consultant's performance of the Services, and (ii) will not disclose Confidential Information except to the Consultant's employees and Consultant Related Parties to the extent such employees or Consultant Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the Consultant wishes to disclose Confidential Information to a Consultant Related Party, the Village must first consent to such disclosure and the Consultant Related Party must agree in writing to be bound by the terms and conditions of this Paragraph 13, in a document satisfactory to the Village. The Consultant will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Consultant, including Consultant's employees and Consultant Related Parties. This section does not apply to any information that (a) the Consultant can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Consultant develops independently without use of any Confidential Information, (c) the Consultant rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Consultant must give the Village reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Village to limit the nature or scope of the disclosure.
- C. Authority Confidential Information. The Consultant understands and acknowledges that the Village may use software provided in connection with this Agreement in connection with Confidential Information of the Village. Any such use of software shall not alter the Consultant's obligations and the Village's rights with respect to Confidential Information described in Section 13.B above.

14. Standard of Performance: The Consultant must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard"). All Services shall be performed by the Consultant in a prompt and expeditious manner and the Consultant shall be responsible for all Services provided under this Agreement whether such Services are provided by the Consultant or by Consultant Related Parties hired by the Consultant. The Consultant will perform the Services promptly and without unreasonable delay and will give all Services such priority as is necessary to cause the Services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices and standards. The Consultant and any Consultant Related Party must be suitably qualified and experienced to perform the

Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any laws, the Consultant and all Consultant Related Parties must be suitably licensed or certified to perform the Services. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
  - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
  - C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
  - D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
  - E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
  - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
  - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
  - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: In the performance of the Services, the Consultant shall comply, and must cause any Consultant Related Party to comply, and must ensure that the Services comply, with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Employment Conditions: Equal Employment Opportunity Clause. In the event of the Consultant ’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 et seq.) (the “Human Rights Act”) or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (for the purposes of this Article 10, the “Department”), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:
- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the Consultant ’s obligations under the Human Rights Act and the Department’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - (5) That it will submit reports as required by the Department’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Human Rights Act and the Department’s Rules and Regulations.
  - (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department’s Rules and Regulations.
  - (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement’s obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the Consultant will be liable for compliance with applicable provisions of this clause 10.1 by such subconsultant s, and it will promptly notify the Village and the Department in the event any subconsultant fails to or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human

Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Public Works Employment Discrimination Act:** The Consultant certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.). In confirmation and furtherance of the foregoing, the Consultant agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village, including without limitation, the Services to be provided pursuant to this Agreement.

**Drug-Free Workplace:** The Consultant certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) and that it will comply with all provisions thereof.

**Disadvantaged Business Enterprise Assurance:** In accordance with 49 CFR Part 26.13(a), as amended, the Consultant assures the Village that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation (“USDOT”) or in the administration of its Disadvantaged Business Enterprise (“DBE”) program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Consultant assures the Village that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Consultant’s DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Consultant, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Consultant of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., as amended. The Consultant further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the Village may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the Village and/or to this Agreement.

18. **Certifications:** By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. **Project Documentation:** Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its Consultant Related Parties agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village.

The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
21. Independent Contractor : It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Master Services Agreement shall be in effect for a term of three (3) years, with an option to extend for two (2) additional years at the Village's discretion, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal. Without invalidating this Agreement or any other Scope of Work in progress at the time, any single Scope of Work may be terminated upon fifteen (15) days' notice to Consultant, and neither Party shall have any further liability thereunder.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the Parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
32. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Consultant, or by any assignee or Consultant Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.
33. No Liability of Funding Agencies. IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Consultant or Consultant Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Consultant or Consultant Related Parties
34. Developments and Intellectual Property Rights.
  1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Consultant or any of its employees, agents or Consultant Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Village, which result from or are suggested by the Services or any other work the Consultant or the Consultant Related Parties may do for the Village, or which result from use of the Village's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding). The Consultant hereby assigns (and agrees to cause all Consultant Related Parties to assign) to the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Consultant's (or the Consultant Related Parties') entire right and interest in any such Development, and will execute (or cause the Consultant Related Parties to execute) any documents in connection therewith that the Village may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Consultant agrees to enter into agreements with all of its Consultant Related Parties necessary to establish the Village's ownership in the Developments (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such

funding)), and the Consultant agrees to provide the Village with copies of such agreements if requested by the Village. The foregoing does not apply to any inventions that the Consultant made prior to the Consultant 's retention by the Village, or to any inventions that the Consultant develops without using any of the Village's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Village's business or research, or the Services the Consultant performs for the Village. The Consultant hereby grants to the Village (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, worldwide, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Consultant will provide to the Village materials that are not Developments only to the extent the Consultant has the right to make the foregoing license.

2. This Agreement will not preclude the Consultant from using its general knowledge, skills and experience for its other clients, provided that the Consultant does not use in connection therewith any Developments or Confidential Information
3. At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Consultant will immediately provide to the Village the then-current version of any Developments in the Consultant 's possession, indexed and arranged to the satisfaction of the Village.

35. **Joint and Several Liability.** In the event that the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant will be the joint and several obligation and undertaking of each such individual or other legal entity.

36. **No Waiver** No course of dealing or failure of the Village and/or the Consultant to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

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

CONSULTANT: Williams Associates Architects, LTD  
DBA Williams Architects/Aquatics

VILLAGE OF ORLAND PARK

By: E-SIGNED by Mark S. Bushhouse, AIA, LEED AP  
on 2022-04-04 20:57:28 GMT

By: E-SIGNED by George Koczvara  
on 2022-04-04 21:24:53 GMT

Name: Mark S. Bushhouse, AIA, LEED AP

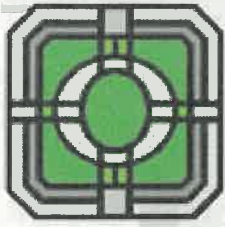
Name: George Koczvara

Its **President** and Authorized Agent

Title: **Village Manager**

EXHIBIT A  
[ATTACH]  
Scope of Work as set forth in Consultant's Proposal(s)

EXHIBIT B  
[ATTACH IF REQUIRED]  
Schedule of Fees



**ORLAND  
PARK**

# **Village of Orland Park**

**Professional MEP and  
Architectural Services**

**17 February 2022**







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17 February 2022

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

RE: RFQ # 22-004 / Professional MEP and Architectural Services

We are truly pleased to have the opportunity to respond to the Village of Orland Park's Request for Qualifications for Professional MEP and Architectural Services. Over the past 48+ years, Williams Architects/Aquatics has established a reputation as a recognized national leader in public architecture. We have programmed, designed and constructed a variety of projects for clients nationwide and our staff can provide the Village of Orland Park with our expertise. As a client-focused firm, we are committed to listening to your needs, goals and objectives. Based on our experience and outstanding service to a range of clients, we are well suited to assist you with your future project needs and would honored to be selected as your Architectural Team!



**We have extensive experience assisting municipalities and other public agencies with similar plans.** We have worked with over 300 municipalities and park districts on facilities similar to that being proposed by the Village of Orland Park. We are currently working with the Village of Schaumburg on a variety of projects, including planning for their existing Village Hall and multiple renovation projects for the Schaumburg Park District. We recently assisted the Village of Riverside with evaluation of their existing Municipal Facilities and are now beginning the next steps - the first of which is improvements to their Village Hall. We worked with the Channahon Park District on a District-Wide Facilities Assessment and are now completing work on the Tomahawk Family Aquatic Center and the Heritage Bluffs Public Golf Club.



Our proposed team is made up of our most senior staff who are dedicated to providing an excellent approach, design creativity and the necessary leadership and guidance to ensure a successful project outcome. The following is an overview of our project team and the roles they will fulfill throughout this Project.

- **Williams Architects/Aquatics (Prime):** As the Team Leader, we will function as the manager and lead throughout the Project. We will work closely with the Village of Orland Park to ensure your goals are met.
- **IMEG (MEP / Structural Engineering):** For more than 100 years, IMEG has provided in-depth Structural, Mechanical, Electrical, Plumbing & Fire Protection engineering services to municipalities throughout Illinois. They are a leading municipal government engineering design firm that delivers a rare combination - the expertise of a national leader with the personal relationships and deep collaboration of a local firm.



Our principal leadership approach is rooted in our firm's philosophy and focus that Quality, People and Service are the basis of every successful project.

**Quality**

For forty-eight (48) years, Williams Architects has focused on providing quality service to our public sector clients. We are committed to listening to your needs, goals, and plans in order to create innovative, yet cost efficient design solutions that accomplish your objectives.

Our focus is to maintain seamless communication with everyone involved in an effort to reach consensus while providing excellent and innovative design results. This focus allows us to make sure that your goals are accomplished.

**People**

We understand that people are the foundation of every project.

The Village Board, staff and patrons who utilize these facilities are at the core of the vision for these projects. Your input will be vital to making these projects successful. The final projects will be thorough and reflect the Village's goals and requirements.

**Service**

We gain our greatest satisfaction by serving our client's needs with quality results. We remain committed to our pledge to consistently provide quality services in all phases of a project.

We have responded to your request on the following pages. Should you have any further questions or require additional information during the evaluation period, please contact us at your convenience. We look forward to the opportunity of working with the Village of Orland Park on the various architectural projects.

Sincerely,

  
Mark S. Bushouse, AIA, LEED AP  
President / Managing Principal



Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services



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Company / Past Experience

REFERENCES

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

Bidder's Name: Williams Associates Architects (DBA Williams Architects / Aquatics)  
 (Enter Name of Business Organization)

- 1. ORGANIZATION Lake County Forest Preserve District
- ADDRESS 1899 W. Winchester Road, Libertyville, IL 60048
- PHONE NUMBER 847968.3407, jenelson@lcpfd.org
- CONTACT PERSON John Nelson, Director of Operations and Infrastructure
- YEAR OF PROJECT 2014
- 2. ORGANIZATION Woodridge Park District
- ADDRESS 2600 Center Drive, Woodridge, IL 60517
- PHONE NUMBER 630.353.3400, madams@woodridgeparks.org
- CONTACT PERSON Mike Adams, Executive Director
- YEAR OF PROJECT 1995 - Present
- 3. ORGANIZATION City of Wood Dale
- ADDRESS 404 N. Wood Dale Road, Wood Dale, IL 60191
- PHONE NUMBER 630.787.3761 / alange@wooddale.com
- CONTACT PERSON Alan Lange, Director of Public Works
- YEAR OF PROJECT 2019 - Present

RFQ 22-004

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REFERENCES

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

Bidder's Name: IMEG Corp.  
 (Enter Name of Business Organization)

- 1. ORGANIZATION Village of Downers Grove
- ADDRESS 801 Burlington Avenue, Downers Grove, IL
- PHONE NUMBER 630.434.6877 / mbaker@downers.us
- CONTACT PERSON Mike Baker, Deputy Village Manager
- YEAR OF PROJECT \_\_\_\_\_
- 2. ORGANIZATION City of Wood Dale
- ADDRESS 404 N. Wood Dale Road, Wood Dale, IL 60191
- PHONE NUMBER 630.787.3761 / alange@wooddale.com
- CONTACT PERSON Alan Lange, Director of Public Works
- YEAR OF PROJECT \_\_\_\_\_
- 3. ORGANIZATION Rock Island Police Department
- ADDRESS 1212 5th Avenue, Rock Island, IL 61201
- PHONE NUMBER 309.732.2701
- CONTACT PERSON Jeffrey Verhulzen, Chief of Police
- YEAR OF PROJECT \_\_\_\_\_

RFQ 22-004

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## Client List (Municipal)

The combined experience of each member of the Williams Team represents service to many municipalities, park, district and other governmental agencies both locally as well as nationally. Our Team's experience is extensive and boasts a track record that consists of highly successful projects. The following list represents our municipal, recreational & aquatic experience.

- City of Ankeny, IA
- City of Ann Arbor, MI
- Village of Barrington, IL
- Barrington Countryside Fire Protection District, IL
- Village of Benslet, IL
- Village of Bedford Park, IL
- Village of Burr Ridge, IL
- Village of Carol Stream, IL
- Carol Stream Fire Protection District, IL
- Village of Carpentersville, IL
- Centerville-Washington, OH
- Village of Deer Park, IL
- Village of Deerfield, IL
- City of DeKalb, IL
- City of Delevan, WI
- Village of Downers Grove, IL
- DuPage County, IL
- City of Geneseo, IL
- Village of Glencoe, IL
- Village of Glendale Heights, IL
- Village of Glenview, IL
- City OF Highland, IL
- Village of Highland Park, IL
- Village of Hoffman Estates, IL
- Huntley Fire Protection District, IL
- Itasca Fire Protection District, IL
- Kane County Forest Preserve District, IL
- Lake County, IL
- Lake County Forest Preserve District, IL
- Village of Lisle, IL
- McHenry County, IL
- Morgan County, IN
- Village of Morton, IL
- Village of Morton Grove, IL
- Village of Mount Prospect, IL
- City of New Port Richey, FL
- Village of North Aurora, IL
- Village of Oak Brook, IL
- City of Oakbrook Terrace, IL
- Village of Palatine, IL
- City of Portage, MI
- Town of Poughkeepsie, NY
- Village of Richton Park, IL
- Village of Riverside, IL
- Village of Riverwoods, IL
- City of Sandwich, IL
- Village of Schaumburg, IL
- Village of Skokie Fire Department, IL
- City of Suters, OH
- Village of Sugar Grove, IL
- Village of Summit, IL
- Village of Tinley Park, IL
- City of West Chicago, IL
- City of Wheelon, IL
- Village of Wheeling, IL
- Village of Willow Springs, IL
- Village of Willowbrook, IL
- Village of Winfield, IL
- Village of Woodridge, IL
- City of Wood Dale, IL
- City of Yorkville, IL

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Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services



Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services

## Client List (Recreational)



Ankeny, City of, IA  
 Appleton, Parks and Recreation, WI  
 Arlington Heights Park District, IL  
 Aurora, Fox Valley Park District, IL  
 Aurora, Recreation Department, IL  
 Hyannis Barnstable, Parks and Recreation, MA  
 Barrington Park District, IL  
 Bartlett Veterans Memorial Foundation, IL  
 Barrlett Park District, IL  
 Bountable, Town of, MA  
 Bolivar Park District, IL  
 Bensenville Park District, IL  
 Belvidere, Parks and Recreation, IA  
 Bloomingdale Park District, IL  
 Bloomington, IL  
 Bolingbrook Park District, IL  
 Buffalo Grove Park District, IL  
 Burbank Park District, IL  
 Cape Coral, Parks and Recreation District, FL  
 Canton Park District, IL  
 Camel Clay, Parks and Recreation, Camel, IN  
 Carol Stream Park District, IL  
 Cary Park District, IL  
 Cedar Rapids, City of, Parks and Recreation, IA  
 Campaign Park District, IL  
 Chandler, City of, AZ  
 Channahon Park District, IL  
 Chicago Zoological Society, IL  
 Chicago, City of, IL  
 Chicago Park District, IL  
 Chicago Ridge Park District, IL  
 Clarendon Hills Park District, IL  
 Calumet Memorial Park District, IL  
 Collinsville, Recreation District, IL  
 Cook County Forest Preserve District, IL  
 Cosley Zoo Foundation, IL  
 Crystal Lake, Park District, IL  
 Darien Park District, IL  
 Decatur Park District, IL  
 Deerfield Park District, IL  
 Des Moines Recreation Department, IA  
 Des Plaines Park District, IL



Downers Grove Park District, IL  
 Dundae Township Park District, IL  
 DuPage Conservation Foundation, IL  
 DuPage County Forest Preserve District, IL  
 DuPage County Airport Authority, IL  
 Dyersburg, Parks and Recreation, TN  
 Eden Prairie, Parks and Recreation, MN  
 Edina, Parks and Recreation, MN  
 Elgin, Parks & Recreation, IL  
 Elk Grove Park District, IL  
 Elmhurst Park District, IL  
 Estes Valley Recreation and Park District, CO  
 Evanston Park District, IL  
 Fox Park District of Forest Park, IL  
 Fox Valley Park District, IL  
 Fox Valley Special Recreation Association, (FVSR) IL  
 Frankfort Park District, IL  
 Galena Territory Association, (HOA), IL  
 Galesburg, Parks and Recreation, IL  
 Geneva Park District, IL  
 Genoa Township Park District, IL  
 Geneseo Park District, IL  
 Glen Ellyn Park District, IL  
 Glencoe Park District, IL  
 Glendale Heights, Parks and Recreation, IL  
 Glenview Park District, IL  
 Grand Island, Parks and Recreation, NE  
 Hanover Park Park District, IL  
 Healdsburg, City of, CA  
 Hickory Hills Park District, IL  
 Highland Park, City of, IL  
 Highland Park Park District, IL  
 Hinsdale, Parks & Recreation, IL  
 Hoffman Estates Park District, IL  
 Homewood-Hosmoor Park District, IL  
 Illinois Park and Recreation Association, (IPRA), IL  
 Indianapolis, IN  
 Inverness Park District, IL  
 Iowa City, Parks & Recreation, IA  
 Island Lake, Village of, IL  
 Joliet Park District, IL  
 Kane County Forest Preserve District, IL



## Client List (Recreational)



Kemper Sports Management, IL  
 Kewanee Park District, IL  
 Kingsland Development Corporation, IL  
 LaGrange Park, Community Park District of, IL  
 Lake Bluff Park District, IL  
 Lake County Forest Preserve District, IL  
 Lake Forest, City of, IL  
 Lake Forest, Parks and Recreation, IL  
 Libertyville, Park and Recreation Department, IL  
 Lincolnwood, Parks and Recreation, IL  
 Lisle Park District, IL  
 Lombard Park District, IL  
 Maryland-National Park and Planning Commission, MD  
 Maywood Park District, IL  
 McHenry County Conservation District, IL  
 Monee, Parks and Recreation Department, IL  
 Morton Grove Park District, IL  
 Mundelein, Park and Recreation District, IL  
 Napa, City of, CA  
 Naperville Park District, IL  
 New Port Richey, Parks and Recreation, FL  
 Normal, Parks and Recreation, IL  
 Norridge Park District, IL  
 North Western University, IL  
 Northbrook Park District, IL  
 Northern Suburban Special Recreation Association (NSSRA), IL  
 Northern Illinois University  
 Oak Brook Park District, IL  
 Oakbrook Terrace Park District, IL  
 Oak Forest Park District, IL  
 Oak Lawn Park District, IL  
 Oak Park, Park District of, IL  
 Ohio University-Zanesville, Mustungum Rac Center, OH  
 Olympia Fields Park District, IL  
 Orange Township, OH  
 Oregon Park District, IL  
 Orland Park Parks and Recreation, IL  
 Oswego, IL  
 Oswego Park District, IL  
 Palatine Park District, IL  
 Palos Heights, City of, IL  
 Park Ridge Recreation and Park District, IL  
 Pleasant Dale Park District, IL



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## Client List (Aquatic)

Addison Park District, IL  
 Alief ISD, Richardson, TX  
 Ankeny, City of, IA  
 Appleton, City of, WI  
 Arlington Heights Park District, IL  
 Barrington Park District, IL  
 Bartlett Park District, IL  
 Beverly County Club  
 Bloomingdale Park District, IL  
 Bollingbrook Park District, IL  
 Buffalo Grove Park District, IL  
 Butterfield Park District, IL  
 Canton Park District, IL  
 Carmel, City of, IN  
 Carol Stream Park District, IL  
 Cary Park District, IL  
 City of Cedar Rapids, Linn County, IA  
 Centegra Health Bridge Fitness, Crystal Lake, IL  
 Champaign Park District, IL  
 Chicago Park District, IL  
 City of Clarendon Hills, IL  
 City of Collinsville, IL  
 Columbia Association, MD  
 Cress Creek Country Club, Naperville, IL  
 Crystal Lake Park District, IL  
 Decatur Park District, IL  
 Deerfield Park District, IL  
 DeKalb Park District, IL  
 Des Moines, City of, IA  
 District 214, Elk Grove, IL  
 Dundee Township Park District, Carpentersville, IL  
 City of Eden Prairie, MN  
 Edgewood Valley Country Club, LaGrange, IL  
 City of Edina, MN

## Client List (Aquatic)

Elk Grove Park District, IL  
 Elmhurst Park District, IL  
 Village of Elwood Park, IL  
 Park District of Forest Park, IL  
 Forest Preserve District of Cook County, IL  
 Fox Valley Park District, Aurora, IL  
 Galena Territory Association, IL  
 City of Galesburg, IL  
 Geneseo Park District, IL  
 Geneva Park District, IL  
 Glen Ellyn Park District, IL  
 Glenview Park District, IL  
 City of Grand Island, NE  
 Hickory Hills Park District, IL  
 Park District of Highland Park, IL  
 Hillcrest Country Club, Hillcrest, IL  
 Village of Hinsdale, IL  
 Hoffman Estates Park District, IL  
 Hunley Venture, LLC/Ryland Homes, Hunley, IL  
 Indy Parks, Indianapolis, IN  
 Itasca Park District, IL  
 Joliet Park District, IL  
 Keawasee Park District, IL  
 LaGrange Field Club, LaGrange, IL  
 Lake Bluff Park District, IL  
 Lamar ISD, Lamar, TX  
 LaPorte Natatorium, LaPorte, TX  
 Laredo USD, Laredo, TX  
 Village of Libertyville, IL  
 Lincolnwood Park District, IL  
 Lisle Park District, IL  
 Lockport Township Park District, IL  
 Macomb Park District, IL  
 Maine South High School, Park Ridge, IL  
 M-NCPPC, Prince George County, MD

Medinah Country Club, Medinah, IL  
 Mid-America Ashbury Development, Naperville, IL  
 Midlothian Country Club, Midlothian, IL  
 Morion Grove Park District, IL  
 Mount Prospect Park District, IL  
 Mundelein Park District, IL  
 Munster Parks & Recreation, IN  
 Muskingum Recreation & Aquatic Center, Zanesville, OH  
 Naperville Park District, IL  
 New Port Richey, City of, FL  
 Normal, Town of, IL  
 Norridge Park District, IL  
 North Berwyn Park District, IL  
 Northbrook Park District, IL  
 Oak Brook Park District, IL  
 Oak Brook Village of, IL  
 Oak Lawn Park District, IL  
 Oak Park Country Club, Oak Park, IL  
 Oak Park, Park District of, IL  
 Old Willow Swim & Tennis Club, Glenview, IL  
 Oliver Nazarene University, Bourbonnais, IL  
 Olympia Fields Country Club, Olympia Fields, IL  
 Orange Township, OH  
 Oregon Park District, IL  
 Village of Orland Park, IL  
 Oswego Park District, IL  
 City of Olatwa, IL  
 Palatine Park District, IL  
 Palmer House Hilton, Chicago, IL  
 Peoria Park District, IL  
 Peur, City of, IL  
 Pheasant Creek Condominiums, Northbrook, IL  
 Prairie View Park, IL  
 Quad Cities Swim Club & High School, Quad Cities, IL  
 City of Richfield, MN  
 Ridgemoor Country Club, Harwood Heights, IL  
 River Trails Park District, Mt. Prospect, IL  
 Riverside Swim Club Pool, Riverside, IL  
 Roseland YMCA, Chicago, IL  
 Roselle Park District, IL  
 Ryland Homes / Talmore Development, Hunley, IL  
 St. Charles Park District, IL  
 Schaumburg Park District, IL  
 Village of Schiller Park, IL  
 School District U-46, Elgin, IL  
 Sheridan Corporation, Wilmotte, IL  
 Skokie Park District, IL  
 Village of South Elgin, IL  
 Summit of Uptown  
 Sun City, Hunley, IL  
 Swim Labs  
 Troy, City of, MI  
 Urbana Park & School District, IL  
 Vernon Hills Park District, IL  
 Virginia Beach, City of, VA  
 Waukegan Park District, IL  
 West Chicago Park District, IL  
 West Cook YMCA, Forest Park, IL  
 Western Springs Service Club, IL  
 Westerville, City of, OH  
 Westmont Park District, IL  
 Westmoreland Country Club, Wilmotte, IL  
 Wheaton Park District, IL  
 Wilmotte Park District, IL  
 Wood Dale, City of, IL  
 Woodridge Park District, IL  
 YMCA of Metropolitan Chicago, IL  
 Zion Park District, IL



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# CAROL STREAM VILLAGE HALL & POLICE



- SERVICES PROVIDED:**
- Pre-Design
  - Master Plan / Feasibility Study
  - Public Input / Community Engagement
  - Grant / Referendum / Bond
  - Basic A&E Design Services
  - Construction Administration

**Client:**  
 Village of Carol Stream  
 500 N. Gary Avenue  
 Carol Stream, IL 60188

Bob Meller  
 Village Manager  
 630.877.6250  
 bmeller@carolstream.org

- PROGRAM ELEMENTS:**
- Village Hall
  - Administration
  - Village Manager
  - Mayor
  - Board Room
  - Executive Session / Meeting Room
  - Conference Room
  - Police Department
  - Interview Rooms

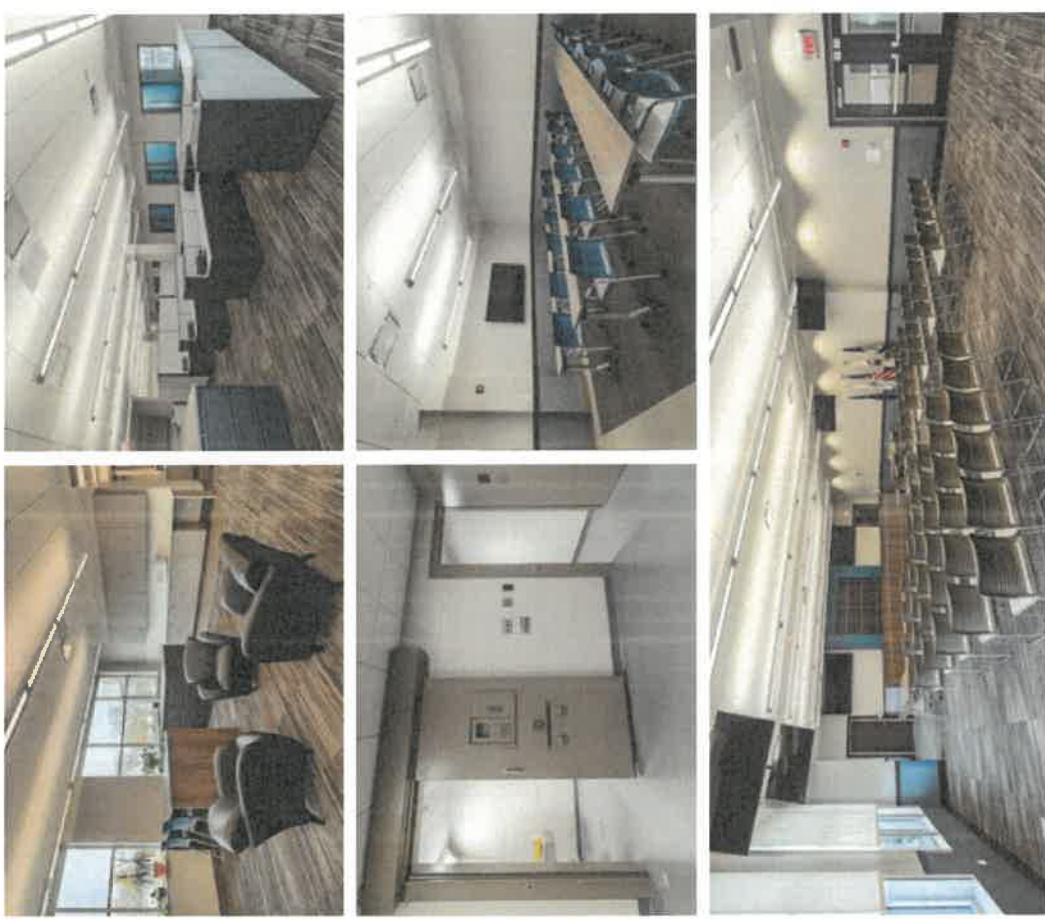
- Investigation Training
- Special Operations
- Evidence
- Rail Call
- Sally Port
- Holding Calls
- Detention/Booking
- Locker Rooms
- Administration

**Project Size:** 70,170 SF  
**Estimated Project Cost:** \$15.6 Million  
**Completion Date:** \$16.6 Million  
 November 2018  
**Estimated Completion Date:** Fall 2018



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# CAROL STREAM VILLAGE HALL & POLICE



Request for Qualifications  
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 Professional MEP and Architectural Services



# BARTLETT POLICE FACILITY



### SERVICES PROVIDED:

- Pre-Design
- Master Plan / Feasibility Study
- Public Input / Community Engagement
- Grant / Referendum / Bond
- Basic A&E Design Services
- Construction Administration

**Client:**  
 Village of Bartlett  
 228 S. Main Street, Bartlett, IL 60103  
 Patrick Ullrich, Chief of Police  
 (630) 837-0865, pullrich@bartlett.org

### PROGRAM ELEMENTS:

- Office Space
- Training Rooms
- Evidence Storage
- Locker Rooms
- Patrol
- Investigations
- Gun Range

**Project Size:** 48,982 SF  
**Completion Date:** November 2018  
**Estimated Project Cost:** \$20 Million  
**Project Cost:** \$172 Million.



Request for Qualifications  
 Village of Orland Park - RFC 22-004  
 Professional MEP and Architectural Services

# BARTLETT POLICE FACILITY



Request for Qualifications  
 Village of Orland Park - RFC 22-004  
 Professional MEP and Architectural Services



# KNOCH PARK MAINTENANCE FACILITY

# KNOCH PARK MAINTENANCE FACILITY



**SERVICES PROVIDED:**

- Pre-Design
- Master Plan / Feasibility Study
- Public Input / Community Engagement
- Grant / Referendum / Bond
- Basic A&E Design Services
- Construction Administration

**Client:**  
 Naperville Park District  
 320 West Jackson Street  
 Naperville, IL 60540

Roy McGury  
 Executive Director  
 630-848-3500  
 rmcgury@napervilleparks.org

**PROGRAM ELEMENTS:**

- Vehicle Bays
- Repair Shop
- Maintenance Shops
- Administration Space for Police
- Meeting Room
- Public Library
- Vestibule
- Rest Rooms

**Project Size:** 24,946 SF  
**Project Cost:** \$7,082,255  
**Estimated Project Cost:** \$7,030,120  
**Completion Date:** August 2017  
**Estimated Completion Date:** August 2017



Request for Qualifications  
 Village of Orland Park - RFQ 22-004  
 Professional MEP and Architectural Services



Request for Qualifications  
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# FORT HILL ACTIVITY CENTER



# FORT HILL ACTIVITY CENTER



### SERVICES PROVIDED:

- Pre-Design
- Master Plan / Feasibility Study
- Public Input / Community Engagement
- Grant / Referendum / Bond
- Basic A&E Design Services
- Construction Administration

**Client:**  
 Naperville Park District  
 320 W Jackson Avenue, Naperville, IL 60540  
 Ray McGury, Executive Director  
 630.848.3500 / mcgury@napervilleparks.org

### PROGRAM ELEMENTS:

- Gymnasium / Track
- Multi-Use Rooms
- Group X / Fitness
- Child Care / Play Zone
- Dance Studio
- Administration
- Childcare

**Project Size:** 79,575 SF  
**Completion Date:** August 2016  
**Project Delivery Method:** Construction Manager  
**Estimated Project Cost:** \$22,011,000  
**Project Cost:** \$22,011,000 (G/Max)



Request for Qualifications  
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Request for Qualifications  
 Village of Orland Park - RFG 22-004  
 Professional MEP and Architectural Services

# BARTLETT AQUATIC CENTER EXPANSION



# BARTLETT AQUATIC CENTER EXPANSION



### SERVICES PROVIDED:

- Pre-Design
- Master Plan / Feasibility Study
- Public Input / Community Engagement
- Grant / Referendum / Bond
- Basic A&E Design Services
- Construction Administration

### Client:

Bartlett Park District  
 690 W. Stearns Rd., Bartlett, IL 60103  
 Rita Fleicher, Executive Director  
 630.540.4835, rfleicher@bartletparks.org

### PROGRAM ELEMENTS:

- Zero Depth Entry
- 8 Lane, 25 Yd. Lap Pool with Speculator
- Seating
- Plunge Pool
- Water Slides

**Project Size:** 1,500 Bathers  
**Completion Date:** May 2013  
**Estimated Project Cost:** \$6 Million  
**Project Cost:** \$5.59 Million



Request for Qualifications  
 Village of Orland Park - RFCQ 22-004  
 Professional MEP and Architectural Services



Request for Qualifications  
 Village of Orland Park - RFCQ 22-004  
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## IDIQ & OPEN ENDED CONTRACTS



Following is a list of clients for which IMEG provides, or provided, engineering consulting services under a Master Services Agreement or Indefinite Delivery / Open End Contract on an as-needed basis.

### EDUCATION

- ANGELO STATE UNIVERSITY, SAN ANGELO, TX**  
Design Professional Services 2021 - 2023
- BOERNE ISD, BOERNE, TX**  
Construction and Architecture Professional Services, 2021 - 2024
- EASTERN ILLINOIS UNIVERSITY, CHARLESTON, IL**  
IDIQ for A/E Services - 2019
- ONTARIO-MONTCLAIR SCHOOL DISTRICT, ONTARIO, CA**  
On-Call Services IDIQ
- IOWA STATE UNIVERSITY, AMES, IA**  
Open End Structural Engineering Contract, 2015 - Present  
Open End M/E Engineering Contract, 2002-2004  
Open End Electrical Engineering Contract, 2000-2002
- LOS ANGELES COMMUNITY COLLEGE DISTRICT, CA**  
Civil Engineering Services (MATOC)  
Commissioning Services (MATOC)  
Low Voltage Engineering Services (MATOC)  
MEP District-Wide Engineering Service (MATOC)
- LOS ANGELES UNIFIED SCHOOL DISTRICT, CA**  
MEP Engineering Support Services  
Structural Engineering Support Services  
Structural Engineering, Real Estate Services Division
- NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, CA**  
MEP, Structural and Civil Engineering Services  
Commissioning AS-Needed Services  
On-Call MEP Services
- NORTHERN ARIZONA UNIVERSITY, AZ**  
On-Call MEP Services
- PARKWAY SD, St. LOUIS, MO**  
Open End Contract for A/E Services 2004-2012
- PASADENA CITY COLLEGE, CA**  
Engineering Services
- RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, CA**  
MEP, Structural Engineering On-Call Services
- RIVERSIDE COMMUNITY COLLEGE DISTRICT, CA**  
Civil, Land Surveying and Structural Services
- SAN DIEGO SUPERINTENDENT OF SCHOOLS, CA**  
Technology/Low Voltage Engineering Services  
Energy Engineering Services
- SAN FRANCISCO UNIFIED SCHOOL DISTRICT, CA**  
MEP Engineering Support Services
- SOUTHERN ILLINOIS UNIVERSITY, EDWARDSVILLE, IL**  
Open End MEP Engineering Contract, 2014 - 2017
- SOUTHERN ILLINOIS UNIVERSITY, CARBONDALE, IL**  
Open End MEP Engineering Contract, 2010 - Present
- St. CHARLES COMMUNITY COLLEGE, COTTLEVILLE, MO**  
On-Call Services IDIQ
- St. LOUIS COMMUNITY COLLEGE, St. LOUIS, MO**  
Open End Contract for Prime Engineering Services, 2012 - 2020  
Open-End Engineering Consulting Services Prime IDIQ Fiscal Year 2022
- TEXAS WOMAN'S UNIVERSITY, DENTON, TX**  
Architect/Engineer Professional Services IDIQ, 2021-2022
- UNIVERSITY OF NORTH TEXAS SYSTEM, DENTON, TX**  
IDIQ Planning & Assessment Services, 2022 - 2025



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## IDIQ & OPEN ENDED CONTRACTS

### COMMERCIAL

- AETNA, NATIONWIDE**  
Open End Contract to Upgrade Call Centers/Office Buildings, 2009-Present
- ALDI, Inc., NATIONWIDE**  
Open End Contract to Renovate and Design New Retail Stores - More Than 800 Since 1988, 1988-2011
- AT&T CORPORATION, NATIONWIDE**  
Open End Contract to Upgrade Switch Stations, 1997-2001
- BIAGGI'S RISTORANTE ITALIANO, IL, IA, CO, NC**  
Open End Contract for Restaurant Franchises, 2001-2005
- BIO-LIFE PLASMA, NATIONWIDE**  
Open End Contract for New and Renovated Sites, 2009-Present
- CENTERPOINT ENERGY, HOUSTON, TX**  
Master Services Agreement for Structural Reviews, 2021
- CONFIDENTIAL INSURANCE COMPANY, CEDAR RAPIDS, IA**  
Master Services Agreement, 2020 - Present
- CONFIDENTIAL MOBILE TELECOM COMPANY, SCHAUMBURG, IL**  
Master Services Agreement
- EDWARD JONES, St. LOUIS AREA**  
Master Services Agreement, 2013 - Present
- JET PROPULSION LABORATORY (JPL), CA**  
AE Services IDIQ
- NATIONWIDE INSURANCE, COLUMBUS, OH**  
Open End Contract for Project Management Services For Leased Facilities throughout the Country, 2000-2002
- RAYTHEON COMPANY, CA**  
AE Services IDIQ
- SLAC NATIONAL ACCELERATOR LABORATORY**  
Engineering IDIQ Contract
- St. LOUIS LAMBERT INTERNATIONAL AIRPORT, St. LOUIS, MO**  
Open End Contract for Engineering Services, 2012 - Present
- TCF NATIONAL BANKS, CHICAGO, IL**  
New Branch Bank Facilities around Chicago, 2002-2003
- US BANK, NATIONWIDE**  
Open End Contract for New and Remodeled, Present
- WALGREEN'S, NATIONWIDE**  
Open End Contract for New and Remodeled Retail Stores - More Than 40 Since 1999, 1999-2004
- HEALTHCARE**
- FAIRVIEW/IM-HEALTH, MINNESOTA**  
Master Agreement for Engineering Services
- KAISER PERMANENTE, CA**  
MEP Engineering, Preferred Provider Program.
- PORTER MEMORIAL HOSPITAL, VALPARAISO, IN**  
Open End Contract for A/E Services 2004-2007
- UNIVERSITY OF IOWA HOSPITALS & CLINICS, IOWA CITY, IA**  
Open End Engineering Contract, 2003-2004
- SSM HEALTH, St. LOUIS, MO**  
IDIQ Contract for Misc. Services

### INDUSTRIAL

- BAYER CROPSCIENCE, VARIOUS LOCATIONS**  
Master Services Agreement for Various Sites Throughout the U.S., 2016 - Present
- BRIDGESTONE AMERICAS TIRE OPERATIONS, DES MOINES, IA**  
Master Service Agreement, 2013 - Present
- CARRIER COMMERCIAL SERVICES**  
Open End Contract, Mechanical Engineering 2014 - Present
- CENTURY LINK REAL ESTATE**  
Open End Contract for On-Site Engineering Services 2017 - Present
- CLIMATEC BUILDING TECHNOLOGIES**  
Open End Contract for On-Site Engineering Services 2015 - Present
- GENERAL MOTORS CORPORATION, PONTIAC, MI**  
Open End Contract for On-Site Engineering Services, 2018
- O'MARA AG SERVICES, Inc., VARIOUS**  
Master Services Agreement, 2013 - Present
- ORBITAL**  
Open End Contract for Engineering Services, 2016 - Present
- RAYTHEON COMPANY, EL SEGUNDO, CA**  
2016 - Present
- ROCKWELL COLLINS, CEDAR RAPIDS, IA**  
Master Services Agreement for Engineering Services, 2013 - Present
- SIEMENS GAMESA, FORT MADISON, IA**  
Master Subcontract Agreement for Engineering Services, 2014 - 2017
- STRYKER**  
Open End Contract for Engineering Services, 2018 - Present
- VIOX SERVICES**  
Open End Contract for Engineering Services, 2016 - Present
- BOEING COMPANY**  
Open End Trading Partner Agreement, 2009 - Present
- CONFIDENTIAL MULTINATIONAL RESEARCH & DEVELOPMENT COMPANY, CORDOVA, IL**  
Open End Contract for On-Site Engineering Services, 1984-Present
- AMERESCO (APSES)**  
Open End Engineering, Engineering & Design Support Services, Review of Engineer Drawings 2007 - Present



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## IDIQ & OPEN ENDED CONTRACTS

**CONFIDENTIAL INTERNATIONAL AGRICULTURAL MANUFACTURER, WORLDWIDE**  
Master Services Agreement for Engineering Services for Corporate Office Buildings and Ag Manufacturing Plants, 1995 - Present

**FLIP CHIP INTERNATIONAL**  
Master Services Agreement for Engineering Services 2006 - Present

**MICROCHIP TECHNOLOGY, INC.**  
Master Agreement for On-Site Electrical Engineering 2006 - Present

**NRG ENERGY, INC (NORTHWIND)**  
Master Agreement for Consulting Services, 2010 - Present

**NXP SEMICONDUCTORS, CHANDLER, AZ**  
**PIONEER HI-BRED, IOWA**  
Master Services Agreement of Engineering Services, 2009-Present

**CONFIDENTIAL AGROCHEMICAL COMPANY, IOWA**  
Master Services Agreement of Engineering Services, 2011-Present

**FEDERAL GOVERNMENT**

**NATIONAL CEMETERY ADMINISTRATION, MINNEAPOLIS, MN**  
Nationwide IDIQ Contract w/Anderson Engineering - 2017

**U.S. DEPARTMENT OF ENERGY, MENLO PARK, CA**  
SLAC National Accelerator Laboratory IDIQ Contract, 2015 - Present

**U.S. GENERAL SERVICES ADMINISTRATION, NATIONWIDE**  
Department of the Interior IDIQ for A/E Services w/Bailey Edwards, 2017-2022

IDIQ Contract for A/E Services with Michael Roth for 2010 - 2012

IDIQ Contract for A/E Services with Michael Roth for 2011-2014 IDIQ Contract w/Michael Roth & Associates

**U.S. DEPARTMENT OF VETERANS AFFAIRS, VISION 15**  
VISION 15 IDIQ for A/E Services w/RCC, 2017-2022

VISION 15 IDIQ for A/E Services w/CLH, 2017-2022

VISION 15 IDIQ for A/E Services w/Anderson, 2017-2022

VISION 15 IDIQ for A/E Services w/Nagel, 2017-2022

VISION 15 IDIQ for A/E Services w/Trivers, 2013-2015

VISION 15 IDIQ for Engineering Services as Prime, 2010-2014

VISION 15 IDIQ for A/E Services w/Christner, 2010-2014

VISION 15 IDIQ for A/E Services w/OWH, 2010-2014

VISION 15 IDIQ for A/E Services w/Michael Roth, 2006-2009

**U.S. DEPARTMENT OF VETERANS AFFAIRS, CENTRAL REGION**  
Central Region IDIQ for A/E Services w/RCC, 2017-2022

Central Region IDIQ for A/E Services w/CLH, 2017-2022

Central Region IDIQ for A/E Services w/Anderson, 2017-2022

Central Region IDIQ for A/E Services w/Sput, 2017-2022

Central Region IDIQ for Electrical Studies w/National Facilities Solutions, 2017-2022

Central Region IDIQ for A/E Services w/Michael Roth/VCA, 2013-2017

Central Region IDIQ for A/E Services w/Oculus/Perkins Will, 2012-2016

**U.S. GENERAL SERVICES ADMINISTRATION, REGION 6**  
Kansas City Region IDIQ for A/E Services w/Oculus, 2017-2022

Kansas City Region IDIQ for A/E Services w/Eggra 2017-2022

Kansas City Region IDIQ for A/E Services w/Substance, 2012-2017

**U.S. ARMY CORPS OF ENGINEERS, ST. PAUL REGION**  
Indefinite Delivery Contract for Engineering Services, 2007-2010

**U.S. ARMY CORPS OF ENGINEERS, ST. LOUIS REGION**  
Indefinite Delivery Contract for A/E Services, 2002-2003

**U.S. ARMY CORPS OF ENGINEERS, LOUISVILLE REGION**  
Indefinite Delivery Contract for A/E Services, 1997-1999

**U.S. DEPARTMENT OF AGRICULTURE, CHICAGO REGION**  
Indefinite Delivery Contract for A/E Services, 1992-1994

IDIQ for A/E Services w/Bailey Edward, 2011- 2012

IDIQ for A/E Services w/Bailey Edward, 2004-2010

**U.S. DEPARTMENT OF AGRICULTURE, AMES, IA**  
IDIQ for A/E Services for Ames Agriculture Research Service with Bailey Edward Design - 2011 - 2012

**U.S. DEPARTMENT OF DEFENCE, ROBBINS AIR FORCE BASE, WARNER, GA**  
Robbins Air Force Base IDIQ for A/E Services w/Schmidt, 2021

**U.S. DEPARTMENT OF DEFENSE, SCOTT AIR FORCE BASE, IL**  
Scott Air Force Base IDIQ for A/E Services w/Hoffman, 2009-2010

**U.S. DEPARTMENT OF ENERGY, ARGONNE, IL**  
Argonne National Laboratory Blanket Purchase Agreement, 2011-Present

**U.S. DEPARTMENT OF ENERGY, BATAVIA, IL**  
Fermilab IDIQ Contract, 2012 - Present

**U.S. DEPARTMENT OF VETERANS AFFAIRS, VISION 12**  
VISION 12 IDIQ for Energy Projects as Prime, 2012-2014

**U.S. DEPARTMENT OF VETERANS AFFAIRS, VISION 23**  
VISION 23 IDIQ for A/E Services w/Anderson Engineering, 2011-2014, 2017-2018

**U.S. FISH AND WILDLIFE SERVICES, ST. PAUL REGION**  
IDIQ for Engineering Services, 2002-2003

**U.S. FISH AND WILDLIFE SERVICES, NORTH CENTRAL REGION**  
IDIQ for A/E Services, 2003-2008

**U.S. GENERAL SERVICES ADMINISTRATION, REGION 5**  
Chicago Region IDIQ for A/E Services w/Michael Roth, 2009-2014

Chicago Region IDIQ for A/E Services w/Bailey Edward, 2007-2010

Chicago Region IDIQ for A/E Services w/FWAI, 2006-2010

Chicago Region IDIQ for A/E Services w/Hammond Beeby, 2004-2010

**U.S. POSTAL SERVICE, VARIOUS LOCATIONS**  
IDIQ Contract for A/E Services with DLZ - 2020 - Present

IDIQ Contract for A/E Services with Design Alliance - 2010 - 2015

**U.S. POSTAL SERVICE, KANSAS CITY REGION**  
IDIQ Contract for A/E Services, 2010-2011

IDIQ for A/E Services to Renovate Post Offices, 2006-2007

IDIQ for A/E Services to Design New Post Offices, 1997-2001



## IDIQ & OPEN ENDED CONTRACTS

**U.S. POSTAL SERVICE, LAKELAND DISTRICT**  
IDIQ to Renovate U.S. Post Facilities, 2004-2006

**U.S. POSTAL SERVICES, ST. LOUIS REGION**  
IDIQ for A/E Services to Design New/Renovate Post Offices, 2003-2004

2010-2011 IDIQ Services Contract with Trivers Associates

**U.S. POSTAL SERVICES, MILWAUKEE, WI**  
IDIQ for A/E Services to Design New/Renovate Post Offices, 2003-2004

**LOCAL GOVERNMENT**

**ARIZONA DEPARTMENT OF TRANSPORTATION**  
MEP, Civil Pre-Qualification List

**CITY OF ANAHEIM, CA**  
Civil Engineering Plan Check Services  
Convention Center and Arena Division, On-Call MEP/ST Services

**CITY OF BANNING, CA**  
On-Call Civil and Surveying Services

**CITY OF CHANDLER, AZ**  
MEP Engineering On-Call Contract

**CITY OF DALY CITY, CA**  
Engineering IDIQ Contract

**CITY OF FONTANA, CA**  
On-Call Civil, Mapping and Plan Check Services

**CITY OF IRVINE, CA**  
On-Call MEP, Structural and Civil Engineering Services

**CITY OF LOS ANGELES HOUSING AUTHORITY, CA**  
On-Call Civil, Land Surveying, MEP and Structural Services

**CITY OF MENIFEE, CA**  
On-Call Civil and Surveying Services

**CITY OF MESA, AZ**  
Mechanical Engineering On-Call Contract  
Electrical Engineering On-Call Contract

**CITY OF PASADENA, CA**  
On-Call Surveying Services  
On-Call Structural Services

**CITY OF PHOENIX, AZ**  
MEP On-Call Services  
Information Technology Department  

- Network, Voice Video Infrastructure, Qualified Vendor List
- Security Assessments and Auditing, Qualified Vendor List
- Business Technology, Qualified Vendor List

**CITY OF POMONA, CA**  
On-Call MEP, Structural, Civil Engineering Services

**CITY OF RANCHO CUCAMONGA, CA**  
On-Call Survey Services

**CITY OF TEMPE, AZ**  
Engineering On-Call Services

**CITY OF SAN DIEGO, CA**  
MEP Engineering As-Needed Services

**CITY, COUNTY AND PORT OF SAN DIEGO, CA**  
MEP, Structural Engineering As-Needed Services

**CITY COLLEGE OF SAN FRANCISCO, CA**  
MEP Engineering Services (Categories A&B)

**COUNTY OF COCONINO, AZ**  
On Call MEP Engineering Services

**COUNTY OF LOS ANGELES, CA**  
MEP Engineering As-Needed Services (DPW)  
Engineering Master Agreement (Energy Support Services Department; EESS)  
On-Call Services, Deferred Maintenance (Sub-Consultant)

**COUNTY OF MARICOPA, AZ**  
Mechanical and Electrical Engineering On-Call Contract

**COUNTY OF ORANGE, CA**  
On-Call A/E Design Support Services (Public Works)  
On-Call A/E Design Support Services (Community Resources)  
On-Call A/E Design Services (OC Sheriff's-Coroner Dept.)  
On-Call CUF Engineering Services

**COUNTY OF PALMDALE, CA**  
Ongoing AE Services (Sub-Consultant, LaCanada Design Group)

**COUNTY OF RIVERSIDE, CA**  
On-Call Engineering Services

**COUNTY OF RIVERSIDE, ED, CA**  
Hospital/OSHPD Services, Mechanical and Electrical

**COUNTY OF SAN BERNARDINO, CA**  
On-Call MEP Engineering and Commissioning Services  
On-Call Civil Engineering Services

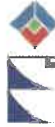
**COUNTY OF SAN DIEGO, CA**  
On-Call MEP Engineering Services

**JUDICIAL COUNCIL OF CALIFORNIA, CA**  
Structural Engineering IDIQ Contract  
Commissioning IDIQ Contract  
Technology Engineering IDIQ Contract

**FINAL COUNTY, AZ**  
Facilities Assessment and Commissioning On-Call Contract

**SONOMA COUNTY WATER AGENCY, CA**  
Mechanical and Electrical Engineering Services

**TOWN OF GILBERT, AZ**  
Engineering Services



## IDIQ & OPEN ENDED CONTRACTS

### STATE GOVERNMENT

- DEPARTMENT OF GENERAL SERVICES (DGS), CA**  
Structural Engineering Retainer Services
- DEPARTMENT OF STATE ARCHITECT (DSA), CA**  
Structural Engineering Review Services
- IOWA ARMY NATIONAL GUARD, JOHNSTON, IA**  
IDIQ for Engineering Services at Camp Dodge, 2009-2012  
IDIQ for Engineering Services at Camp Dodge, 2003-2005  
IDIQ for Engineering Services at Camp Dodge, 2000-2003
- IOWA ARMY NATIONAL GUARD, VARIOUS LOCATIONS, IA**  
IDIQ Contract for Prime Engineering Services 2006-2009  
IDIQ Contract for Prime Engineering Services 2009-2012
- IOWA DEPARTMENT OF GENERAL SERVICES, DES MOINES, IA**  
State of Iowa Facilities Improvements Corporation Open End Contract for Energy Audits / Assessments of State Facilities, 2001-2003
- IOWA DEPARTMENT OF NATURAL RESOURCES, DES MOINES, IA**  
IDIQ for A/E Services, 2010-2013
- IOWA DEPARTMENT OF TRANSPORTATION, DES MOINES, IA**  
IDIQ On Call MEP Services 2021
- IOWA OFFICE OF ENERGY INDEPENDENCE, DES MOINES, IA**  
IDIQ for A/E Services, 2010-2013
- TEXAS GENERAL LAND OFFICE & VETERANS LAND BOARD, TX**  
IDIQ Professional Architectural and Engineering Services, 2021 - 2026

## MUNICIPAL ALL FACILITIES



- ADAMS COUNTY, FRIENDSHIP, WI**  
84,000-sf Health and Human Services New Building and 24,000-sf Annex Renovation - Phase 2 and 3  
19,000-sf Courthouse Renovation and 9,000-sf Lobby Addition
- BASTROP COUNTY ESD1, BASTROP, TX**  
Spiderwood Fire Station - In Design
- BENTON COUNTY, VINTON, IA**  
22,000-sf New 32-Bed County Jail and Emergency Operations Center
- BEXAR COUNTY, SAN ANTONIO, TX**  
Sheriff's Department Substation Prototype  
Forensic Science Center Emergency Generator Replacement  
Adult Detention Center 12,000-sf Women's Annex Renovation
- BUREAU COUNTY, PRINCETON, IL**  
Courthouse Electrical Study & Upgrade  
36-Bed Jail Expansion Feasibility Study
- BUREAU OF LAND MANAGEMENT, LAS VEGAS, NV**  
Red Rock Canyon Fire Station Fire Protection Upgrade
- CALIFORNIA HEALTH CARE FACILITY, STOCKTON, CA**  
Project BP #1
- CA HIGHWAY PATROL (CHP), SAN DIEGO, CA**  
56,000-sf New Border Division Replacement Facility, LEED Gold
- CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION, SACRAMENTO, CA**  
Mule Creek Dorm
- CEDAR COUNTY, TIPTON, IA**  
New 30-Bed Jail, Sheriff's Office, and 911 Call Center
- CERRO GORDO COUNTY, MASON CITY, IA**  
28,200-sf New Secondary Roads Engineering and Maintenance Facility, with 12,600-sf of Equipment Storage, 10,600-sf Mechanics Area and 5,000-sf Office Area
- CITY OF ALEDO, IL**  
8,000-sf New Fire Station
- CITY OF ALTOONA, IA**  
Soccer Park Phase 2, Including Concession Stand, Restroom Bldg Storage Bldg, and Lighted Parking Lot  
9,500-sf Community Recreation Center Expansion
- CITY OF AMES, IA**  
30,000-sf New Intermodal Facility, LEED Certified  
700-sf New Inis Grove Park Restroom Building and 1,400-sf Restroom Buildings (2) Renovation and Decommissioning
- CITY OF ANKENY, IA**  
New Police Station
- CITY OF ARCADIA, CA**  
Fire Station #105
- CITY OF ASHLAND, MT**  
New Ashland Fire Station and Community Center
- CITY OF ASPEN, CO**  
Aspen Police and City Office Building 49,000-sf Renovation and 16,000-sf Addition  
34,400-sf Aspen City Hall Galena Plaza & Rio Grande
- CITY OF ATLANTIC, IA**  
New Waste Water Treatment Facility



## MUNICIPAL ALL FACILITIES

- CITY OF AUSTIN, TX**  
7,000-sf New Fire Station #40 with Carbon Monoxide Exhaust System for Truck Bays and Diesel/Gasoline Pump Stations Mueller, Central, Two-Story Existing Building Renovation and Addition, LEED Gold
- CITY OF BETTENDORF, IA**  
20,000-sf City Hall HVAC Upgrade
- CITY OF BLOOMINGTON, IN**  
194,000-sf New 550-Space 4th Street Parking Garage, Including ParkSmart, Photovoltaics, Toilets, and Retail Shell
- CITY OF BLOOMINGTON, MN**  
130,000-sf New Trades District Parking Garage
- CITY OF CARLSBAD, CARLSBAD, CA**  
911 Radio Tower Backup Generator
- CITY OF CEDAR RAPIDS, IA**  
125,000-sf Event Center Expansion and 150,000-sf Renovation
- CITY OF CENTERVILLE, IA**  
West and East Wastewater Treatment Plant Upgrades
- CITY OF CHANDLER, AZ**  
Fire Station #2 Remodel
- CITY OF CHEYENNE, WY**  
Laramie County Fire Districts 1 & 2 Fire Station Renovation 87,000-sf New Public Safety Building
- CITY OF CHICAGO, IL**  
Police Academy Locker Room Renovation
- CITY OF CLAYTON, MO**  
78,000-sf Conversion to Police Headquarters, LEED Platinum
- CITY OF CLIVE, IA**  
44,000-sf New Public Safety Facility
- CITY OF CLOVIS, CA**  
Facilities Assessment, Programming, and Security Systems Upgrade
- CITY OF COVINGTON, LA**  
New Police Station
- CITY OF COVINGTON, LA**  
7,300-sf City Hall Renovation, Including Offices, Record Storage, Public Reception Area, Restrooms, Training Room, and Fitness Room
- CITY OF COON RAPIDS PUBLIC SAFETY, MN**  
Fire Station Re-roof
- CITY OF CORAVILLE, IA**  
6,300-sf New Waste Water Treatment Plant & Electrical Upgrade New Well Addition and Refurbishing of Three Wells - Electrical
- CITY OF CORONA, CA**  
1,400,000-sf Police and City Hall Addition
- CITY OF DAVENPORT, IA**  
50,000-sf New Fire Station #3
- CITY OF DAVENPORT, IA**  
30,464-sf Historic Central Fire Station Renovation and Expansion
- CITY OF DAVENPORT, IA**  
9,850-sf New Fire Training Facility
- CITY OF DAVENPORT, IA**  
20,000-sf High School Community Center A/C Addition
- CITY OF DAVENPORT, IA**  
5,400-sf Office and Lobby Renovation
- CITY OF DAVENPORT, IA**  
Kaiserslautern Square Drawing Review
- CITY OF DAVENPORT, IA**  
Main Library Air Handler Replacement
- CITY OF DAVENPORT, IA**  
Upgrade RiverCenter's Company Switches
- CITY OF DENVER, CO**  
20,000-sf Denver Police Department District 4 Study
- CITY OF DENVER, CO**  
1,800-sf PAB Sex Offender Registration Office Renovation
- CITY OF DES MOINES, IA**  
215,000-sf Municipal Service Center Including Fleet Maintenance, Pursuing LEED Certification
- CITY OF DES MOINES, IA**  
50,000-sf New Fire Station, LEED Silver
- CITY OF DES MOINES, IA**  
5,700-sf Four Mile Community Center Renovation
- CITY OF DES MOINES, IA**  
12,000-Ton New Salt Storage Building
- CITY OF DES MOINES, IA**  
Center Street Park & Ride Parking Garage Lighting Replacements
- CITY OF DES MOINES, IA**  
3rd & Court and 5th & Keo Parking Ramp Elevator Replacements
- CITY OF DES MOINES, IA**  
Two Generator Replacements and One Generator Addition at Three IT Hub Locations
- CITY OF DES MOINES, IA**  
Ionization Devices for AHUs at City Hall, Armory, and MSC
- CITY OF DES MOINES, IA**  
Blank Park Zoo Tiger Pond Improvement
- CITY OF DES MOINES, IA**  
Chesternfield Park Restroom HVAC Upgrades
- CITY OF DES MOINES, IA**  
Nahas Aquatic Center Electrical Work
- CITY OF DES MOINES, IA**  
General Engineering Services Agreement 2020
- CITY OF DETROIT, MI**  
1,000-sf Coleman A Young Media Office Renovation
- CITY OF DEWITT, IA**  
Conversion of Existing Post Office to New City Hall
- CITY OF DICKSON, ND**  
20,000-sf New Dickson Public Safety Building
- CITY OF DIXON, IL**  
Water Treatment Improvements
- CITY OF DOWNERS GROVE, IL**  
30,000-sf New Fire Station - Structural
- CITY OF EAST DUBUQUE, IL**  
6,835-sf New Police Station
- CITY OF EAST DUBUQUE, IL**  
8,500-sf New Fire Station
- CITY OF EAGLE GROVE, IA**  
32,000-sf Wellness/Recreation Center Addition, Including Basketball/Volleyball Courts, Racquet Ball Court, Weight Room, and Multi-Use Fitness Room



Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services

## MUNICIPAL ALL FACILITIES

- CITY OF EDINBURG, TX**  
41,800-sf New 2 Story City Hall Containing Council Chambers, Offices and Community Meeting Area
- CITY OF EL SEGUNDO, CA**  
13,957-sf Fire Station No. 2, LEED Green
- CITY OF ESCONDIDO, CA**  
115,000-sf New Police and Fire Facility
- CITY OF EVANSTON, IL**  
New 14,000-sf Fire Station #5, LEED Gold
- CITY OF FAIRFIELD, CA**  
6,000-sf New Community Center
- CITY OF FAIRVIEW HEIGHTS, IL**  
New Market Place and Commerce Lane Roundabout, Including Lighting/Electrical Improvements
- CITY OF FITCHBURG, WI**  
6,000-sf Community Center Expansion
- CITY OF FORT COLLINS, CO**  
Ft Collins Block 32 - Utility Administration Building
- CITY OF FORT COLLINS, CO**  
Ft Collins Block 32 - Utility Service Center
- CITY OF FRIENDSWOOD, TX**  
31,000-sf New Public Safety Building
- CITY OF GALVESTON, TX**  
14,000-sf Fire Station #4 Elevated Above 500-year Flood Plain Vehicle Bays Below the Structure
- CITY OF GILBERT, AZ**  
Fire Station #3 Code Analysis
- CITY OF GILBERT, AZ**  
Fire Station #7 and Police Warehouse
- CITY OF GILBERT, AZ**  
Fire Station #8
- CITY OF GILLETTE, WY**  
86,000-sf Gillette City Hall Renovation
- CITY OF GILROY, CA**  
New Police Station
- CITY OF GOODYEAR, AZ**  
New Fire Station
- CITY OF GRAND PRAIRIE, TX**  
Convert Conference Room 230 to a Smaller Conference Room and a Small Private Office
- CITY OF GRIMES, IA**  
Grimes County Line Road Lighting
- CITY OF GRIMES, IA**  
New Jordan Well w/250 HP Pump - Electrical
- CITY OF HAMMOND, IN**  
3,000-sf Forsythe Park New Concession Stand
- CITY OF HAWTHORNE, CA**  
New Police Department Civic Center
- CITY OF HEMET, CA**  
Fire Station #4 Renovation
- CITY OF HOUSTON, TX**  
Permitting Center, Refurbish Existing 4-story, 187,000-sf Warehouse, LEED Gold
- CITY OF HOUSTON, TX**  
Julia Mason Library Additions and Renovations, LEED Gold
- CITY OF HOUSTON, TX**  
Root Memorial Square Park
- CITY OF HOUSTON, TX**  
Fonteno Family Park
- CITY OF HOUSTON, TX**  
West Little York Park Site Improvements
- CITY OF HOUSTON, TX**  
Mason Park Site Improvements
- CITY OF HOUSTON, TX**  
Squatty Lyons Park Site Improvements
- CITY OF INDUSTRY, CA**  
New Fire Station
- CITY OF INGLESIDE, INGLETSIDE, TX**  
New Generator Addition
- CITY OF IOWA CITY, IA**  
800-sf Police Department Renovation
- CITY OF IOWA CITY, IA**  
Senior Center Infrastructure Assessment
- CITY OF JOHNSTON, IA**  
Water & Sewer Arc Flash Hazard Analysis and Equipment Labels
- CITY OF KANSAS CITY, KS**  
Parks & Recreation Arc Flash Hazard Analysis and Equipment Labels
- CITY OF KANSAS CITY, KS**  
New City Hall Exterior Perimeter Lighting, Including New Deck Drains and Memorial Lighting
- CITY OF LAKEWOOD, CO**  
Lakewood Public Safety Center: Renovations
- CITY OF LARAMIE, WY**  
3,120-sf Laramie Police Evidence Building Renovation
- CITY OF LOS ANGELES, CA**  
Metropolitan Jail, LEED Silver
- CITY OF LOS ANGELES, CA**  
Pico/Union Fire Station #13, LEED Gold
- CITY OF LOS ANGELES, CA**  
Police Headquarters Building, LEED Gold
- CITY OF LOS ANGELES, CA**  
Fire Station #6, #53, & #44
- CITY OF LOS ANGELES, CA**  
Palmdale Fire Station #136
- CITY OF LOS ANGELES, CA**  
Pico/Union Fire Station #21, LEED Certified
- CITY OF LOS ANGELES, CA**  
Programming & Needs Assessment for 19 City of LA Fire Stations



Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services



## MUNICIPAL ALL FACILITIES

- CITY OF MADISON, WI**  
New Fire Station and Fire Training Facility  
Municipal and City County Building Renovations - Structural  
Olbrieh Botanical Gardens New Education Center and Greenhouse Addition
- 28,000-sf New Midtown Police Station
- 25,000-sf New Fire Station Emergency Operations Center
- New Central Park - Lighting Design
- 16,000-sf New Fire Station 14
- Public Library Maintenance & Support Center Remodel
- Lisa Link Peace Park Renovation
- State Street and Pedestrian Mall Upgrade - Lighting/Electrical
- 30,000-sf New Municipal Building - Schematic Design
- CITY OF MARSHESAN, WI**  
25,000-sf Police Dept / Municipal Bldg 25,000-sf Renovation  
New Well and Pump Building
- CITY OF MARION, MARION, IA**  
New Well and Pump Building
- CITY OF MARSHALLTOWN, IA**  
Turner Street Pump Station, Upgrades  
Water Pollution Control Plant Energy Upgrades  
Pump Station #15 Medium Voltage Service
- CITY OF MASON CITY, IA**  
HVAC Replacement Study
- CITY OF MESA, AZ**  
Fire Station PV Concept
- CITY OF MIDDLETON, WI**  
40,000-sf New Fire Station & EMS Facility
- CITY OF MINNEAPOLIS, MN**  
Water Plant Office Upgrades  
City Hall Freight Elevator  
City Hall Roof Heat Tape Replacement
- Administrative Offices Facility Improvement Assessment
- CITY OF MINNETONKA, MN**  
Fire Station No. 1 Remodel
- CITY OF MISSION, TX**  
Speer Memorial Library, 30,000-sf Expansion to Existing Library  
Facility and Renovation of Existing Library Building  
Central Fire Station and Emergency Operations Center Due Diligence Review, Renovation and New Building Addition to Existing Post Office Building for Conversion into Operations Center
- CITY OF MOULINE, IL**  
New Police Station, LEED Certified
- CITY OF MONTCLAIR, CA**  
40,000-sf New Police Facility, LEED Gold
- CITY OF MORENO VALLEY, CA**  
Sunnymead Ranch Fire Station #48 Remodel, Addition and New Stand-by Emergency Generator
- CITY OF MORRISON, IL**  
Lighting Replacement in Downtown District
- CITY OF OAKBROOK TERRACE, IL**  
19,600-sf New Police Facility and 9,600-sf City Hall Renovation - Structural
- CITY OF OELWEIN, IA**  
Wastewater Treatment Plant Renovations and Upgrades
- CITY OF O'FALLON, IL**  
200-Acre New Outdoor Sport Complex  
40-Acre Outdoor Sports Complex Expansion including Outdoor Pavilion and Comfort Station
- CITY OF ONTARIO, CA**  
Fire Station #7
- CITY OF OSHKOSH, WI**  
20,000-sf Office Building Renovation
- CITY OF OSKALOOSA, IA**  
2,300-Seat New Community Football and Soccer Stadium  
Early Childhood Education and Recreation Center, including Classrooms, Aquatic/Pool Area, Kitchen, Gymnasium, and YMCA Wellness, Fitness, and Community Use Programs
- CITY OF PALM SPRINGS, CA**  
Fire Station #4 Remodel and Addition
- CITY OF PASADENA, CA**  
Post-Earthquake Seismic Evaluation, Fire Stations #53 and 39
- CITY OF PAYSON, AZ**  
Fire Station Remodel and Addition
- CITY OF PEARLAND, TX**  
80,000-sf, Till-wall Office/Manufacturing Facility
- CITY OF PERU, IL**  
48,000-sf New Police Station
- CITY OF PHOENIX, AZ**  
Multiple Fire Station System Upgrades and Additions
- CITY OF PLAINFIELD, IN**  
South Wastewater Treatment Plant Expansion
- CITY OF POLO, IL**  
New Waste Water Treatment Plant
- CITY OF PLAYA VISTA, CA**  
Fire Station #67
- CITY OF PLEASANT HILL, IA**  
5,000-sf Pleasant Hill City Complex Remodel of Library, Police Dept & Fire Dept Space
- CITY OF RANCHO CUCAMONGA, CA**  
New Fire Station #172 (in design)  
New Fire Stations #177 and #178  
New Fire District Maintenance Facility



## MUNICIPAL ALL FACILITIES

- CITY OF RESEDA, CA**  
West Valley Area Police Station
- CITY OF RIVERSIDE, CA**  
11,000-sf Emergency Operations Center Including Administration, Classroom and Training Buildings  
7,200-sf (each) New Fire Stations #6, #13, #14  
31,800-sf New Fire Station #1
- CITY OF ROCK FALLS, IL**  
Lift Station Modification
- CITY OF ROCHELLE, IL**  
5,500-sf City Hall Expansion
- CITY OF ROCK ISLAND, IL**  
New Police Department  
3,000-sf Carriage House Renovation to Community Room  
Adaptive Re-use of Historic Douglas Park Fire Station #5 Renovation for Community Center  
Douglas Park Field Lighting  
Performance Contract Upgrades
- CITY OF ROCK SPRINGS, WY**  
Rock Springs City Hall and Police Department Renovation  
Sweetwater County New Fire Station and Training Center
- CITY OF SAINT PAUL, MN**  
Fire Department Headquarters and West Seventh Street Fire Station, LEED Silver
- CITY OF SAN ANTONIO, TX**  
10,000-sf New Fire Station #46 Including 6,000-sf of Fire Truck Bays Police Department Headquarters Renovation  
Pruie Road Police Substation  
13,000-sf Jones-Maltsberger Police Substation
- CITY OF SAN CLEMENTE, CA**  
22,000-sf New Fire Station and Community Center
- CITY OF SAN DIEGO, CA**  
6,000-sf New Fire Station #22, LEED Silver
- CITY OF SANTA CLARA, CA**  
Fire Station #3  
Fire Station #4
- CITY OF SANTA MARIA, CA**  
Juvenile Justice Center
- CITY OF SKOKIE, IL**  
12,500-sf Renovation and 3,600-sf Expansion Skokie Park District Skatium - Structural
- CITY OF ST. CHARLES, IL**  
Municipal Building - Architectural Lighting
- CITY OF STOUGHTON, WI**  
22,000-sf New Fire Station
- CITY OF TEMPE, AZ**  
Fire Station #3 Restroom Addition  
Station #4 Remodel
- CITY OF THORNTON, CO**  
New Fire and Police Substation
- CITY OF TURLOCK, CA**  
New Two-Story Public Safety and Police Facility
- CITY OF URBANDALE, IA**  
110,000-sf New Maintenance Facility  
18,000-sf Satellite Maintenance Facility and Salt Storage Facility  
13,000-sf New Fire Station and Fueling Station  
2,500-sf Expansion and 2,100-sf Renovation to Police Station  
5,000-sf New Shelter House w/Tornado Safe Room  
4,000-sf New Public Works / Parks Maintenance Facility  
Fire Station 42, 2,800-sf Expansion and 2,800-sf Renovation  
Senior Center HVAC Improvements  
City Hall South Wing HVAC Renovations
- CITY OF VERNON, CA**  
Fire Station
- CITY OF WATTS, CA**  
Fire Station #65
- CITY OF WEST BURLINGTON, IA**  
New City Hall
- CITY OF WEST DES MOINES, IA**  
16,375-sf Office Building Renovation  
New Police, Fire & EMS Station  
Arc Flash Study for New Municipal Building  
Sheraton Lift Station Generator Replacement  
Public Safety Station Arc Flash Hazard Analysis
- CITY OF WESTFIELD, IN**  
15,000-sf New City Park with Outdoor Stage including Sound Systems, Ice Rink, Multiple Park Buildings and Community Center  
Grand Junction Plaza VE Redesign
- CITY OF WICKENBURG, AZ**  
Weaver Mountain Fire Station
- CITY OF WINTERSET, IA**  
5,400-sf City Hall Renovation
- CITY OF WOOD DALE PUBLIC WORKS FACILITY, WOOD DALE, IL**  
13,400-sf Renovations to Sullit Building, Renovations to the Public Works Building, 25,100-sf New Vehicle Storage Building, and New Material Storage Bins
- CITY OF YATES CITY, IL**  
Fire Station Expansion
- CITY OF YUCAIPA, CA**  
22,500-sf New Police Station



## MUNICIPAL ALL FACILITIES

- CLARK COUNTY, LAS VEGAS, NV**  
Fire Station #18 Replacement of Vertical Stacks and Lateral Sanitary Sewer
- CLARK COUNTY BUILDING DEPARTMENT, LAS VEGAS, NV**  
Replacement of Three Cooling Towers
- CLARK COUNTY WATER RECLAMATION DISTRICT, LAS VEGAS, NV**  
10,000-sf Office Building with Changing Rooms, Lockers, and Showers
- CLAY COUNTY, SPENCER, IA**  
16,000-sf New 24-Bed Jail and Sheriff's Office
- Clay County New Jail and Sheriff's Office
- COLUMBIA COUNTY, PORTAGE, WI**  
99,450-sf New HHS Building & County Administration Building and 61,000-sf Courthouse Renovation
- COUNTY OF SAN DIEGO, CA**  
6,000-sf New Santa Ysabel Nature Center. **LEED Gold**
- COUNTY OF RIVERSIDE, CA**  
Fire Station #26, MEP Systems and Building-Wide Analysis, Little Lake
- COUNTY OF SAN BERNARDINO, SAN BERNARDINO, CA**  
11,000-sf New Fire Station #4, Upland  
New Facility, Crest Forest Fire District  
61,000-sf Sheriff's Aviation Division Headquarters  
West Court Street Building Infrastructure Assessment
- COUNTY OF SANTA BARBARA, CA**  
New 15,000-sf Lompoc Combined Fire/Sheriff Station
- DAMONTE RANCH FIRE STATION, RENO, NV**  
12,000-sf New Fire Station
- DANE COUNTY, WESTPORT, WI**  
New Sheriff's Dept. Administration Building and Firearm Range
- DECATUR COUNTY, LEON, IA**  
New 20-Bed Jail
- DECATUR COUNTY CONSERVATION BOARD, LEON, IA**  
9,000-sf New Savanna Hills Learning Center Two-Story Building with Small Library, Exhibit Space, Classroom, and Office Spaces
- DES MOINES WATER WORKS, DES MOINES, IA**  
12,000-sf Office Building HVAC Replacement and Parking Garage Ventilation Improvements
- EAST HARRIS COUNTY SOCCER COMPLEX, HOUSTON, TX**  
1 Story, 3,000-sf
- EAST MOLINE CORRECTIONAL CENTER, EAST MOLINE, IL**  
Primary Electrical Distribution System Upgrade  
Correctional Center Steam Absorption Chiller Repair
- EATON COUNTY, CHARLOTTE, MI**  
15,000-sf Replacement of Natural Gas Generator and Transfer Switch to Jail and Courthouse
- FOX METRO WATER RECLAMATION DISTRICT, AURORA, IL**  
4,000-sf New Pump Station - Mechanical
- FOX METRO WATER RECLAMATION DISTRICT, OSWEGO, IL**  
13,000-sf New Testing Lab  
Building K Switchgear Replacement - Mechanical  
3,600-sf Building C7 HVAC Design
- FOX RIVER WATER RECLAMATION DISTRICT, ELGIN, IL**  
16,000-sf New Laboratory and Administration Building. **LEED Silver**
- FRANKLIN COUNTY, UNION, MO**  
27,000-sf Courthouse Historic Renovation
- GRANT COUNTY, LANCASTER, WI**  
67,000-sf New Jail and Administration Building
- GREENE COUNTY, JEFFERSON, IA**  
4,000-sf New Animal Shelter
- HARRIS COUNTY CHILDREN'S ASSESSMENT CENTER, HOUSTON, TX**  
75,000-sf Renovation  
148,000-sf New Parking Garage, 6 Levels, 345 Cars
- HARRIS COUNTY CIVIL COURTS DOME, HOUSTON, TX**  
Assessment and renovations to historical domed structure
- HARRIS COUNTY JUVENILE BOOT CAMP, HOUSTON, TX**  
2 Stories, 50,000-sf
- HARRIS COUNTY JUVENILE JUSTICE CENTER, HOUSTON, TX**  
8 Stories, 339,000-sf
- HARRIS COUNTY COURT SUPPORT BUILDING, HOUSTON, TX**  
360,000-sf New 14-story Building and New 4-level Parking Garage with Two Underground Tunnels and Two Pedestrian Sky Bridges  
Connecting the Criminal Justice Building and Civil Courthouse, Pursuing LEED Certification
- HARRIS COUNTY INSTITUTE FOR FORENSIC SCIENCES, HOUSTON, TX**  
210,000-sf New 9-story Tower, Containing 150,000-sf of Laboratory, a Morgue, Administrative, Public and Teaching/Training Spaces with Unfinished Shell Space for Expansion
- HARRIS COUNTY PRECINCT THREE WESTSIDE SENIOR EDUCATION CENTER, HOUSTON, TX**  
18,500-sf Classrooms, Administration and Multipurpose Areas, Green Roof
- HARRIS COUNTY TOLL ROAD AUTHORITY OFFICE & GARAGE, HOUSTON, TX**  
120,000-sf New 3-story Office Building  
215,000-sf New 4-level Parking Garage
- HARRIS COUNTY TRANSPORTATION PLAZA AND JURY ASSEMBLY ROOM, HOUSTON, TX**  
Underground Assembly Area for the Harris County Court System, 21,000-sf, 1,000 Seats and Support Areas  
Above-ground Pavilion Providing Amenities for the Facility, 21,000-sf

## MUNICIPAL ALL FACILITIES

- HARRIS COUNTY YOUTH SERVICES CENTER, HOUSTON, TX**  
1- and 2-story Children's Shelter, 67,000-sf
- HAYS COUNTY, SAN MARCOS, TX**  
New Jail and Law Enforcement Building  
Renovation of Portion of Existing Jail into Attorney Visitation Rooms
- HENNEPIN COUNTY, MN**  
Family Justice Center  
Government Center  
County Attorney's Office  
Probate Court  
Juvenile Section  
Sheriff Office  
Courthouse Freight Elevator  
Domestic Abuse Center  
18,000-sf Human Services Public Health Department South Suburban Hub Infill  
18,200-sf Human Services Public Health Department West Suburban Hub Infill  
32,700-sf Human Services Public Health Department NE Regional Hub Infill  
25,000-sf Human Services Public Health Department North Minneapolis Hub
- HILDALGO COUNTY, EDINBURG, TX**  
Courthouse Renovations
- HILL CORRECTIONAL CENTER, GALESBURG, IL**  
Domestic Hot and Cold Water Piping Upgrades
- HUNTLEY FIRE PROTECTION DISTRICT, ALGONQUIN, IL**  
11,000-sf New Fire Station - Structural
- ILLINOIS DEPARTMENT OF CORRECTIONS, EAST MOLINE, IL**  
New Hangars
- IOWA CITY MUNICIPAL AIRPORT, IOWA CITY, IA**  
New Law Enforcement Center
- IOWA COUNTY, DODGEVILLE, WI**  
New Law Enforcement Center
- IOWA DEPARTMENT OF CORRECTIONS, ANAMOSA, IA**  
Kitchen & Dining Hall Renovation at Anamosa State Penitentiary  
New Warehouse and Kitchen & Dining Hall Addition at Mount Pleasant Correctional Center
- JEFFERSON COUNTY, JEFFERSON, WI**  
30,000-sf Sheriff Building Addition and 108,000-sf Full Renovation of the Courthouse and LEC Building
- JOB SERVICE BUILDING, KANSAS CITY, MO**  
55,000-sf Renovation
- JOHNSON COUNTY, OLATHE, KS**  
Detention Center Building Envelope Study
- CITY OF KANSAS CITY, KANSAS CITY, MO**  
400,000-sf, 29-Story New City Hall
- KANSAS CITY POLICE DEPARTMENT, KANSAS CITY, MO**  
Headquarters Remodel
- KENT COUNTY, GRAND RAPIDS, MI**  
38,500-sf New North Campus for the County
- KETTLE MORaine CORRECTIONAL CENTER, PLYMOUTH, WI**  
Electrical Medium Voltage Distribution System Upgrade
- LA CROSSE COUNTY, LA CROSSE, WI**  
137,400-sf County Jail Expansion and 12,700-sf Renovation
- LAKE COUNTY, LIBERTYVILLE, IL**  
Transportation Building Fire Alarm Replacement
- LAKE COUNTY, WAUKEGAN, IL**  
36,000-sf Office Building Renovation  
36,000-sf Administrative Office Building Renovation of Floors 6-9  
Central Heating Plant Upgrade  
Central Cooling Plant Upgrade  
Administration Building Fire Alarm Replacement  
40,000-sf Garage Ventilation Upgrade and Door Modifications  
Administrative Building Elevator Electrical System Study
- LAKE TOWNSHIP, IN**  
12,700-sf New Fire Station
- LEE COUNTY, DIXON, IL**  
40,000-sf Courthouse Expansion  
5,500-sf Sheriff's and Public Defender's Offices Expansion
- LOS ANGELES CITY FIRE DEPARTMENT, CA**  
New 15,400-sf Pico/Union Fire Station #13. **LEED Certified**  
15,250-sf New Watts Fire Station #65  
10,000-sf New Fire Station #136  
3,680-sf Renovation of Fire Station #85  
12,000-sf Renovation of Fire Station #89  
Programming and Needs Assessment 19 Stations
- LOS ANGELES COUNTY FIRE DEPARTMENT, CA**  
13,000-sf New Fire Station, City of Industry
- LOS ANGELES POLICE DEPARTMENT, LOS ANGELES, CA**  
500,000-sf New Headquarters Facility and Six-Story Parking Structure. **LEED Gold**  
179,000-sf New Metropolitan Detention Center. **LEED Silver**  
54,000-sf New Hollerbeck Police Station. **LEED Gold**  
54,000-sf New Olympic Area Police Station. **LEED Silver**  
34,000-sf New Operations Valley Bureau/Traffic Division Building and 70,000-sf Parking Structure
- MADISON COUNTY TRANSIT, GRANITE CITY, IL**  
25,000-sf New Administration Building
- METRO WASTE AUTHORITY, MITCHELLVILLE, IA**  
9,800-sf Cold Storage Building 1. Retrofit to Appliance Recycling Building



## MUNICIPAL ALL FACILITIES

- MICHAEL D. ANTONOVICH ANTELOPE VALLEY COURTHOUSE, LOS ANGELES, CA**  
New Facility
- MILLE LACS BAND OF OJIBWE, ONAMIA, MN**  
35,000-sf Government Center
- MISSOURI STATE OFFICE BUILDING, KANSAS CITY, MO**  
83,000-sf Interior Renovations
- OCONTO COUNTY, OCONTO, WI**  
New Jail / Law Enforcement Facility
- OGLE COUNTY, OREGON, IL**  
15,000-sf New Sheriff's Office Administration Facility
- OLMSTED COUNTY, OLMSTED COUNTY, MN**  
72,000-sf New Office Building & 25,000-sf Renovation
- O'NEIL PARK AND AQUATIC CENTER, CITY OF BLOOMINGTON, IL**  
7,000-sf Bath House Facility that includes Main Entrance to Pool, Staff Office and First Aid, Bathing Prep Areas, Concessions and Pool Mechanics
- ORANGE COUNTY SHERIFF-CORNER DEPARTMENT, CA**  
Central Jail Complex Infrastructure Assessment  
Center Enterprise System Installation, Headquarters Building  
Headquarters and Central Jail Complex Electrical Upgrades  
Mechanical Systems Assessment, Coroner's Building  
Holding Tank Replacement, Headquarters Building
- PATTON STATE HOSPITAL, SAN BERNARDINO, CA**  
Building 70
- PIERCE COUNTY, ELLSWORTH, WI**  
Pierce County Jail Addition and Renovation
- POLK COUNTY, DES MOINES, IA**  
300,000-sf Veterans Memorial Community Choice Credit Union  
Events Center Renovation
- PORT OF LOS ANGELES, SAN PEDRO, CA**  
25,000-sf Polk County Attorney's Office Tenant Improvement  
Structure (San Pedro)
- PUBLIC SAFETY CENTER, RENO, NV**  
115,000-sf Three-story Retrofitting of Public Safety Center including Police Headquarters, 911 Dispatch, and Evidence Storage
- PRICE COUNTY, PHILLIPS, WI**  
6,732-sf County Jail Three-Story Addition and 4,973-sf Renovation
- RI COUNTY METRO MASS TRANSIT DIST., ROCK ISLAND, IL**  
1,600-sf New MetroLink Transfer Station, LEED Gold
- RICHARD BOLLING FEDERAL BUILDING, KANSAS CITY, MO**  
1,450,000-sf Renovation
- RIVERSIDE COUNTY, RIVERSIDE, CA**  
Courthouse Renovation Phase I  
Courthouse Renovation Phase II
- ROCK COUNTY, JANEVILLE, WI**  
21,850-sf County Jail Expansion and 6,525-sf Renovation  
Jail Heating Water System Piping Fitting Replacement
- ROCK ISLAND COUNTY, ROCK ISLAND, IL**  
62,000-sf Justice Center Addition  
67,000-sf New Courthouse and Jail  
Courthouse Infrastructure Assessment
- SAINT JOSEPH COUNTY, SOUTH BEND, IN**  
Law Building HVAC Controls Study
- SAN MATEO COUNTY, SAN MATEO, CA**  
Youth Services Center, LEED Silver
- SAN QUENTIN STATE PRISON, SAN QUENTIN, CA**  
Central Health Services Building, LEED Gold
- SCOTT COUNTY, SCOTT COUNTY, IA**  
26,000-sf New Recycling Facility  
Scott County Courthouse Renovation  
Landfill Building Improvements  
Scott County Administration Lighting Upgrades  
Scott County Juvenile Court Services HVAC Study  
Scott County Data Room A/C Study
- SOUTH ORANGE COUNTY, LAGUNA NIQUEL, CA**  
Justice Center New Facility
- ST. CHARLES COUNTY, ST. CHARLES, MO**  
New Youth Activity Center  
8,000-sf Courthouse & 340-sf Juvenile Center Remodel
- ST. LOUIS COUNTY PORT AUTHORITY, ST. LOUIS, MO**  
45,000-sf Three-level Community Recreation Center, including Outdoor Pool - Commissioning
- STE. GENEVIEVE COUNTY JAIL, STE. GENEVIEVE, MO**  
80-Bed Housing Unit Addition  
2,000-sf Jail Renovation
- STORY COUNTY, NEVADA, IA**  
90,000-sf New County Jail and Courthouse with 300-ton Geothermal System  
42,000-sf Administration Building Renovation with 150-ton Geothermal System
- TOWN OF FISHERS, FISHERS, IN**  
Cheerney Creek Wastewater Treatment Plant Electrical Service Extension
- TOWN OF MAMMOTH LAKES, CA**  
4,000-sf New Police Station
- TOWN OF MERRILLVILLE, MERRILLVILLE, IN**  
105,000-sf New Sports Complex including Basketball Courts, Fitness Area, and Event Center Areas



## MUNICIPAL ALL FACILITIES

- TOWN OF NORMAL, NORMAL, IL**  
UPS Infrastructure Study  
68,000-sf New Multimodal Center, LEED Certified
- WASHINGTON COUNTY, MN**  
28,000-sf New Fire Department Headquarters, LEED Silver  
Jail Security System Upgrade
- WEBSTER COUNTY, FORT DODGE, IA**  
20,000-sf New Maintenance Facility, w/ Master Plan  
9,500-sf Evidence and Cold Storage Building
- WEST SAN FERNANDO VALLEY COURTHOUSE, CHATSWORTH, CA**  
New Facility
- WESTERN JUSTICE CENTER, PASADENA, CA**  
Historical Restoration
- YOLO COUNTY, WOODLAND, CA**  
Jail Expansion
- TRAVIS COUNTY, AUSTIN, TX**  
25-Year Master Plan, Master Planning with Broadus Planning  
Ned Grainger Administration Building/Renovation Chiller & Cooling Tower Replacement  
New Richard E. Scott Building Administrative Building, LEED Gold
- VAN HORN REGIONAL TREATMENT FACILITY, RIVERSIDE, CA**  
New Facility
- VERNON COUNTY, VIROQUA, WI**  
60,000-sf New 100-Bed County Jail
- VILAS COUNTY, EAGLE RIVER, WI**  
35,790-sf Courthouse Expansion
- VILLAGE OF ARLINGTON HEIGHTS, IL**  
80,000-sf New Fire Station  
Police Station 3,200-sf Addition
- VILLAGE OF BEDFORD PARK, BEDFORD PARK, IL**  
16,800-sf Municipal Complex Renovation and 14,000-sf Expansion
- VILLAGE OF BURR RIDGE, BURR RIDGE, IL**  
19,000-sf New Police Station - Structural
- VILLAGE OF CARPENTERSVILLE, CARPENTERSVILLE, IL**  
99,000-sf New Public Works Facility - Structural
- VILLAGE OF COTTAGE GROVE, WI**  
New 15,000-sf Police, Fire, EMS Departments and Municipal Building
- VILLAGE OF DEERFIELD, IL**  
14,800-sf New Village Hall - Structural
- VILLAGE OF DOWNERS GROVE, IL**  
77,000-sf New Civic Center, Including Police Station, City Hall Offices, and School District Administration Offices
- VILLAGE OF GLEN ELLYN, GLEN ELLYN, IL**  
Parking Garage Peer Review
- VILLAGE OF HUNTLEY, IL**  
51,000-sf New Village Hall & Police Station - Structural
- VILLAGE OF MILAN, MILAN, IL**  
Milan and Colona Sewage Treatment Plants Solar Review
- VILLAGE OF MONTGOMERY, IL**  
55,000-sf New Public Works Facility  
20,000-sf New Village Hall
- VILLAGE OF ORION, ORION, IL**  
1,431-sf Village Hall Addition and 1,400-sf Renovation - Schematic Design Services



# ORGANIZATIONAL CHART

The Williams Team's members have extensive experience with Pre-Design and Existing Conditions Studies, Architectural Design, Construction and Bid Documentation, Technical Design Reviews, Submittal & Shop Drawing Review / Approval, and creation of Record Documents. IMEG, our Engineer, has years of experience with the design, construction and bid documentation of MEP related services, including Commissioning Services and Testing / Balancing. Our substantial understanding of public architecture design has established a deep bench of team members, initiating a trusted process and approach throughout any project assigned to the Williams Team.



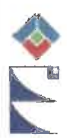
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Request for Qualifications  
 Village of Orland Park - RFQ 22-004  
 Professional MEP and Architectural Services



Request for Qualifications  
 Village of Orland Park - RFQ 22-004  
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# MARK BUSHHOUSE,

AIA, NCARB, LEED AP

President / Principal-in-Charge

Mark joined Williams Architects in March 1987 and is a licensed Architect in several states. While leading the firm as President, he also oversees our interiors and municipal practices. He has full project architectural responsibilities with a focus on master planning. Mark has demonstrated project leadership, planning expertise and effective cost control which will allow our team to create a realistic, cost-conscious solution for your facilities.

## COMPARABLE PROJECT EXPERIENCE

- Village of Barrington - Barrington, IL**  
Police, Fire and Village Hall Facilities
- Village of Carol Stream - Carol Stream, IL**  
Municipal Village Hall & Police Master Plan, Addition / Expansion to Village Hall and Police
- Village of Downers Grove - Downers Grove, IL**  
Police & Village Hall Planning, Fire Headquarters Facility
- Village of Glenview - Glenview, IL**  
Glenview Village Hall and Police Facility Remodeling, Fire Stations # 6 and 8
- Lake County Forest Preserve District - Libertyville, IL**  
Police & Operations (Public Works) Center, Existing Facilities Review, Net-Zero Maintenance Facility
- Village of Oak Brook - Oak Brook, IL**  
Police Detention Zone Remodeling, Village Hall and Police Master Plan
- Village of Schaumburg - Schaumburg, IL**  
Fire Stations 1, 2 & 3, EPW Facility Storage Assessment), Village Hall Planning Study, Renaissance Parking Garage
- City of Wheaton - Wheaton, IL**  
City Hall Addition & Remodeling, Fire Station Headquarters
- Village of Willowbrook - Willowbrook, IL**  
Village Hall, Police and Public Works Facilities
- Village of Wood Dale - Wood Dale, IL**  
Fire Station Repairs and Public Works Facility

# MARK BUSHHOUSE

President / Principal-in-Charge - Municipal Facilities



Village of Carol Stream - Village Hall & Police



Village of Barrington - Village Hall



Village of Burr Ridge - Police Facility



Village of Carpentersville - Public Work

Mark's collaborative approach along with an inherent ability to listen and understand a client's needs results in successful projects that better the communities in which they serve.

## MEMBERSHIPS / AFFILIATIONS:

- AIA Northeast Chapter Member
- National Council of Architectural Registration Boards
- LEED® Accredited Professional
- American Public Works Association Member
- International Association of Chiefs of Police Member
- IL Fire Chiefs Association Member

Request for Qualifications  
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# MARC ROHDE,

LEED® AP

## Project Manager

Marc is an experienced Senior Project Manager with a demonstrated history of leading a variety of successful projects. He is actively involved with all phases of the architectural design process, from programming and space needs analyses, to conceptual and schematic design, design development, construction documents and construction administration.

He has expertise in a variety of project types, including public works & vehicle maintenance, public safety, government centers, recreation, aquatic and transportation facilities. He has the ability to lead complex projects with a variety of stakeholders but is not averse to getting into the details of a specific project.

### COMPARABLE PROJECT EXPERIENCE

- Lakewood Forest Preserve** - Lake County, IL  
Net Zero Maintenance Facility
- Liste, Village of** - Liste, IL  
Public Works Crew Area Remodel
- Montgomery, Village of** - Montgomery, IL  
Planning Study and New Public Works Facility
- New Port Richey, City of** - New Port Richey, FL  
New Fleet Maintenance Building
- Wood Dale, City of** - Wood Dale, IL  
Public Works Facility Additions and Renovations

### ADDITIONAL PROJECT EXPERIENCE \*

- Addison, Village of** - Addison, IL  
Space Needs Analysis for the Public Works Facility,  
New Public Works Facility
- Burr Ridge, Village of** - Burr Ridge, IL  
Space Needs Analysis & Feasibility Study for the Public Works Facility
- Joliet Junior College** - Joliet, IL  
Space Needs Analysis for the Facility Services Building,  
New Facility Services Building

\* Work completed by Marc while with another firm



**EDUCATION:**  
University of Illinois - Urbana-Champaign  
Bachelor of Science Architectural Studies, 1988  
Master of Architecture, 1990

**LICENSED ARCHITECT:** Illinois Registered

**INDUSTRY EXPERIENCE:** 31 Years

*As project manager, Marc is a key link between client and project teams. His style fosters collaboration among all participating members.*

**MEMBERSHIPS / AFFILIATIONS:**  
LEED® Accredited Professional



Request for Qualifications  
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# JOE HUMANN

## Project Architect

Joe joined Williams Architects in 2017. He is a licensed architect in the State of Illinois. He works closely with the Project Manager's, assisting with consultant coordination, specification writing, document development, construction administration, and on-site observation. A brief highlight of the projects he has been involved with is listed below.

### COMPARABLE PROJECT EXPERIENCE

- Bartlett, Village of** - Bartlett, IL  
New Police Station
- Cary Park District** - Cary, IL  
Sunburst Boy Family Aquatic Center
- Glenview, Village of** - Glenview, IL  
Fire Station # 8
- Lakewood Forest Preserve** - Lake County, IL  
Net Zero Maintenance Facility
- New Port Richey, City of** - New Port Richey, FL  
New Fleet Maintenance Building
- Riverside, Village of** - Riverside, IL  
Municipal Facilities Study, Village Hall Planning
- Sandwich, City of** - Sandwich, IL  
Public Safety Complex
- Wood Dale, City of** - Wood Dale, IL  
Public Works Facility Additions and Renovations

*Joe's unique and grounded understanding for what public architecture of today requires makes him a champion in designing for the future*

**MEMBERSHIPS / AFFILIATIONS:**  
LEED® Accredited Professional



Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services

# FRANK PARISI,

AIA, NCARB, LEED® AP BD+C

Vice President / Principal-in-Charge

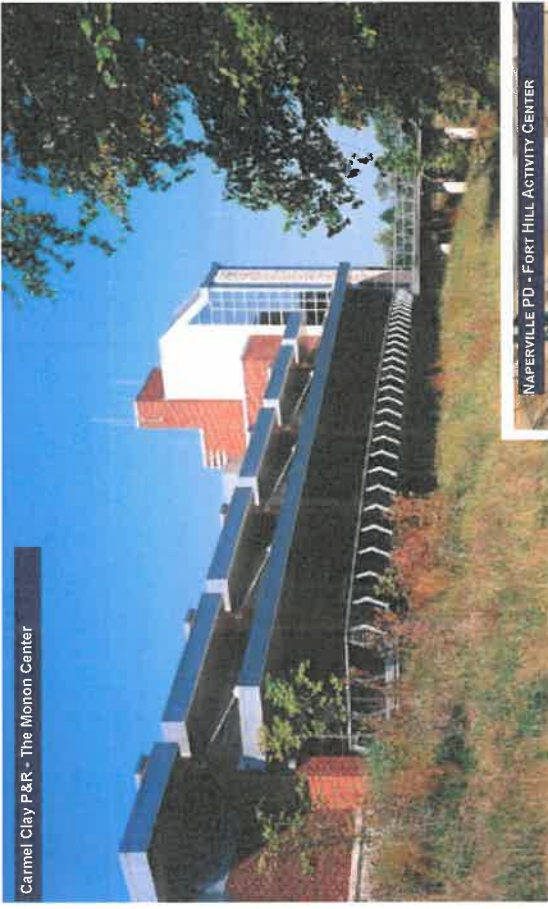
Frank joined Williams Architects in 2000 and became a Principal in 2013. As co-leader of the Recreational Market Sector at Williams, he provides expansive insight and understanding of the design and operation of recreational community centers. Frank's hand-on approach and extensive knowledge of project delivery, from initial Conceptual Design, Public Review Process, and Project Implementation, has assisted Clients in the successful implementation of their vision. As the Sustainable Design Studio Leader, Frank has achieved LEED® Accredited Professional status and applies this knowledge to each of the projects he works on. Listed below are some of the projects that Frank has worked on throughout his career.

## COMPARABLE PROJECT EXPERIENCE

- Arlington Heights Park District** - Arlington Heights, IL  
Pioneer Park Community Center
- Barrington Park District** - Barrington, IL  
Langendorff Community Recreation Center
- Bloomington Park District** - Bloomington, IL  
Johnston Center Renovation
- Carol Stream Park District** - Carol Stream, IL  
Fountain View Recreation Center
- Clarendon Hills Park District** - Clarendon Hills, IL  
Community Center Expansion
- Park District of Forest Park** - Forest Park, IL  
Roos Recreation Center
- Geneva Park District** - Geneva, IL  
Persinger Recreation Center  
Sunset Community Center Renovation
- Glenview Park District** - Glenview, IL  
Community Ice Center
- Naperville Park District** - Naperville, IL  
Fort Hill Activity Center
- Woodridge Park District** - Woodridge, IL  
Athletic Recreation Center

Vice President / Principal-in-Charge - Recreational Facilities

# FRANK PARISI



Carmel Clay P&R - The Monon Center



WOODRIDGE PD - ATHLETIC RECREATION CENTER



GLENVIEW PARK DISTRICT - COMMUNITY ICE CENTER

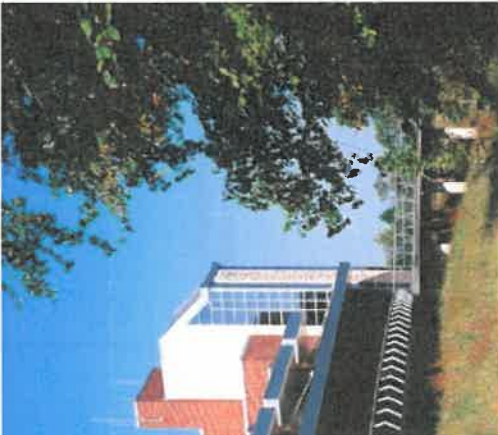
Frank's value-based approach is to first understand clients' goals and constraints, then identify unanticipated opportunities for greater return on investment.

## MEMBERSHIPS / AFFILIATIONS:

- American Institute of Architects
- National Council of Architectural Registration Boards
- Capital Dev. Board Certified Proj. Mgr.
- LEED® Accredited Professional
- Illinois Park & Recreation Association
- Carol Stream Parks Foundation / President
- Carol Stream Plan Commission / Zoning Board of Appeals (Chairman)



Request for Qualifications  
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Professional MEP and Architectural Services



NAPERVILLE PD - FORT HILL ACTIVITY CENTER



Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services

# ANDREW CAPUTO,

AIA, LEED® AP

## Managing Architect

Andrew joined Williams Architects in 2001 and became an Associate Principal in 2011. He has extensive experience in recreational, aquatic, educational, and religious projects. Andrew's expertise includes architectural design and project management, including coordinating construction document production and construction phase architectural services. Andrew is NCCARB certified, and is a licensed Architect in the State of Illinois.



**EDUCATION:**  
University of Illinois - Urbana Champaign  
Bachelor of Science Architectural Studies, 1993  
Master of Architecture, 1995

**LICENSED ARCHITECT:** Illinois Registered  
**INDUSTRY EXPERIENCE:** 27 Years

### COMPARABLE PROJECT EXPERIENCE

- Bloomington, City of** - Bloomington, IL  
O'Neil Park and Pool
- Chicago State University** - Chicago, IL  
Jacoby Dickens Aquatic Center Renovation
- Fox Valley Park District** - Aurora, IL  
Phillips Park Pool - Phase 1 Renovation
- Lincolnwood, Village of** - Lincolnwood, IL  
Proesel Park Pool
- Naperville Park District** - Naperville, IL  
Fort Hill Activity Center  
Knoch Park Maintenance Facility  
North Maintenance Facility Improvements  
Centennial Beach Redevelopment
- Racine Unified School District** - Racine, WI  
J.I. Case High School Indoor Natatorium
- St. Charles Park District** - St. Charles, IL  
Otter Cove Aquatic Center  
Swanson Pool Renovation

*Andrew is an innovative and purposeful Managing Architect, utilizing his ever evolving knowledge to produce unique solutions for clients.*

**MEMBERSHIPS / AFFILIATIONS:**  
American Institute of Architects (AIA) Northeast Chapter Member, National Council of Architectural Registration Boards (N.C.A.R.B.) Certified, LEED® Accredited Professional, IDPH Pre-qualified Swimming Facility Architect

# SCOTT A MORLOCK,

AIA, LEED® AP

## Project Manager

Scott joined Williams Architects in January 2011 and brings over twenty-five years of significant architectural experience. He is a licensed architect in the state of Illinois. Scott has achieved LEED® Accredited professional status conferred by the U.S. Green Building Council and applies this knowledge to each of the projects he works on. He is skilled in the use of AutoCAD and Revit, and is responsible for programming through construction administration. Listed below are some of the projects that Scott has worked on throughout his career.



**EDUCATION:**  
University of Illinois - Urbana Champaign  
Bachelor of Science Architectural Studies, 1994  
Master of Architecture, 1996

**LICENSED ARCHITECT:** Illinois Registered  
**INDUSTRY EXPERIENCE:** 26 Years

### COMPARABLE PROJECT EXPERIENCE

- Bartlett Park District** - Bartlett, IL  
Schrade Gymnasium Expansion
- Burbank Park District** - Burbank, IL  
Fusion RecFlex
- Elk Grove Park District** - Elk Grove, IL  
Audobon Skate Park
- Chicago Park District** - Chicago, IL  
Gately Indoor Track & Field Facility
- Glenview Park District** - Glenview, IL  
Glenview Community Ice Center
- Homewood-Flossmoor Park District** - Homewood, IL  
Ice Rink Reconstruction
- Vernon Hills Park District** - Vernon Hills, IL  
Sullivan Community Center Remodel  
Lakeview Fitness Center
- Winfield Park District** - Winfield, IL  
Beggs Activity Center Renovation

*Scott's thoughtful and detailed approach allows clients to be assured the Project will be completed in an accurate and timely manner.*

**MEMBERSHIPS / AFFILIATIONS:**  
American Institute of Architects  
National Council of Architectural Registration Boards  
LEED® Accredited Professional



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**Jeff Oke, PE, LEED AP**  
PROJECT EXECUTIVE

Jeff has worked his entire career at IMEG and is the Client Executive overseeing IMEG's Education and Science and Technology focused team. He serves as project executive and project manager for many large and complex projects. Jeff has developed a broad background of engineering experience, including master planning, heating, ventilating, air conditioning (HVAC), chilled and hot water distribution, system controls, piping, plumbing, and fire protection systems. He also has experience for a variety of projects ranging from universities, laboratories, student housing facilities, and primary education facilities, to libraries, public safety facilities, municipal projects, and office buildings. As a LEED Accredited Professional, Jeff has a fundamental understanding of building energy use which helps bring the common-sense solutions to sustainable designs. Several of the projects Jeff has led have been recognized with industry awards. Jeff has also presented at several local and national conferences on sustainable design practices.

**PROJECT HIGHLIGHTS**

- City of Evanston, Evanston, IL, Evanston Animal Shelter
- Village of Arlington Heights, Arlington Heights, IL, 80,000-sf New Village Hall
- Village of Arlington Heights, Arlington Heights, IL, 15,500-sf New Fire Station
- Village of Bridgeview, Bridgeview, IL, 100,000-sf New Sports Dome at Toyota Park
- Village of Downers Grove, Downers Grove, IL, 77,000-sf New Civic Center, Including Police Station, City Hall Offices, and School District Administration Offices
- Village of Grayslake, IL, Grayslake, IL, Utilities Burial - Electric, Telecom, and Cable
- Village of Grayslake, IL, Grayslake, IL, Parking Lot Expansion Site Lighting and Power Modifications
- Village of Grayslake, IL, Grayslake, IL, Site Electrical for Redevelopment of Former Industrial Site
- Village of Grayslake, IL, Grayslake, IL, Streetscape Improvements - Lighting and Power
- Village of Grayslake, IL, Grayslake, IL, Railroad Avenue Street Lighting Upgrades
- Village of Montgomery, Montgomery, IL, 55,000-sf New Public Works Facility
- Village of Morton Grove, Morton Grove, Illinois, Feasibility Study
- Villa Park Public Library, Villa Park, IL, Condensing Unit Study
- Villa Park Public Library, Villa Park, IL, Condensing Unit Replacement

**Experience**  
22 Total, 22 with IMEG

**Education**  
Purdue University, BS Mechanical Engineering Technology

**Registrations**  
Professional Engineer  
Michigan (620.064744)  
Wisconsin (37964-6)

**Accreditations**  
LEED Accredited Professional  
CDB Project Management

**Affiliations**  
ASHRAE

**Presentations & Publications**  
IASPA 2021

WASBO 2021  
RAILS - Considerations for Opening Up Your Library During the Pandemic 2021  
IASBO Conference 2018  
IASBO Sustainability PDC 2017

**Awards**  
40 Under 40 Award, CSE Magazine, 2014  
ACEC-IL Honor Award - Rock Valley College New Science & Math Center 2012  
ASHRAE Excellence in Engineering Award - Rock Valley College New Science & Math Building 2011



**Ted Dodas**  
PROJECT MANAGER/LEAD MECHANICAL ENGINEER

Ted is a mechanical project designer with project management and lead mechanical engineering experience on a variety of projects. He has engineered higher education, laboratories, offices, LEED, Net Zero buildings, and has developed a broad background of engineering experience including designing a wide range of mechanical systems including VAV, VRF, central chilled water, hot water, and building automation systems. He also has significant plumbing and fire protection experience.

**PROJECT HIGHLIGHTS**

- City of Evanston, Evanston, IL, Evanston Animal Shelter - Design
- City of Wood Dale, Wood Dale, IL, 13,400-sf Renovations to Solih: Building Renovations to the Public Works Building, 25,100-sf New Vehicle Storage Building, and New Material Storage Bins
- Village of Downers Grove, Downers Grove, IL, 77,000-sf New Civic Center, Including Police Station, City Hall Offices, and School District Administration Offices
- Lake County Forest Preserves, Wauconda, IL, 8,400-sf New Maintenance Building Designing to Net Zero
- Lake County Sheriff's Office, Wauegan, IL, 56,000-sf Lake County Consolidated Public Safety Facility, Pursuing Net Zero
- Advocate Medical Group - Bloomington, Glenview, IL, 7,200-sf Tenant Improvements
- Carole Robertson Center of Learning, Chicago, IL, 14,000-sf Building Condition Evaluation
- College of Lake County, Grayslake, IL, 200,000-sf Grayslake Campus Renovation
- DeKalb Public Library, DeKalb, IL, 46,000-sf Historic Public Library Expansion and 19,000-sf Renovation, LEED Silver
- Dominican University, Batavia, IL, Campus Heating Master Plan
- Elmhurst Public Library, Elmhurst, IL, 90,000-sf Public Library Facility Condition Assessment
- Flint Public Library, Flint, MI, 91,185-sf Library Renovation
- Glenview School District 34, Glenview, IL, Facility Assessments - 9 Buildings
- Glenview School District 34, Glenview, IL, Renovations to Eight Schools - 2021 Referendum Work - Phase 2-3
- Rock Valley College, Naperville, IL, Neuqua Valley High School Life Safety Survey
- Indian Prairie CUSD 204, Aurora, IL, 2017 10-year Life Safety Study
- Near North Montessori School, Chicago, IL, Building Evaluation Project





**Jeff Leesman, PE, LEED AP BD+C**  
LEAD ELECTRICAL ENGINEER

Jeff serves as a project manager and lead electrical engineer with an emphasis in education, science, technology, and government projects. Jeff is experienced in the design and analysis of electrical systems including power distribution, power quality and reliability, emergency power, lighting and controls, and fire alarm. Formerly a project manager with an electrical construction firm, he also has a unique experience in cost estimating and constructability. His project experience includes new facilities, campus systems, facility assessments, and complicated renovations requiring significant phasing and coordination. He has extensive experience with projects seeking LEED certification and is an advocate of sustainable design solutions within a budget.

**Experience**  
19 Total, 17 with IMEG

**Education**  
University of Illinois, BS General Engineering

**Registrations**  
Professional Engineer  
Illinois (062-0603380)  
California (21907)

**PROJECT HIGHLIGHTS**

- City of East Dundee, East Dundee, IL, Waste Water Treatment Plant Expansion
- City of Joliet, Joliet, Illinois, City of Joliet, Ottawa & Scott Street Parking Garages MEPT Assessment
- City of Polo, Polo, IL, New Waste Water Treatment Plant
- City of Wood Dale, Wood Dale, IL, 13,400-sf Renovations to Solitt Building Renovations to the Public Works Building, 25,100-sf New Vehicle Storage Building, and New Material Storage Bins
- Village of Arlington Heights, Arlington Heights, IL, 80,000-sf New Village Hall
- Village of Bridgeview, Bridgeview, IL, 100,000-sf New Sports Dome at Toyota Park
- Village of Downers Grove, Downers Grove, IL, 77,000-sf New Civic Center, Including Police Station, City Hall Offices, and School District Administration Offices
- Village of Grayslake, IL, Grayslake, IL, Utilities Burial - Electric, Telecomm, and Cable
- Village of Grayslake, IL, Grayslake, IL, Parking Lot Expansion Site Lighting and Power Modifications
- Village of Grayslake, IL, Grayslake, IL, Site Electrical for Redevelopment of Former Industrial Site
- Village of Grayslake, IL, Grayslake, IL, Streetscape Improvements - Lighting and Power
- Village of Libertyville, Libertyville, IL, 126,000-sf New 360-Car Parking Ramp
- Village of Montgomery, Montgomery, IL, 20,000-sf New Village Hall
- Village of Montgomery, Montgomery, IL, 55,000-sf New Public Works Facility
- Village of Third Lake, Third Lake, IL, Village Hall Backup Generator



Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services



**Karl Pennings, PE, SE, LEED AP**  
LEAD STRUCTURAL ENGINEER

Karl's structural engineering experience includes design of structural systems from schematics through construction documents and shop drawing review, as well as extensive knowledge of structural computer software applications. He has experience designing with a variety of materials including steel, concrete, masonry, precast, post tensioned concrete, and wood. He is well-versed in seismic design and detailing and serves on the ASCE 7 Subcommittee on Snow and Rain Loads. His design experience, including large scale multi-team member projects, covers healthcare, educational, retail, government, office, gaming, and commercial facilities. Karl is known for delivering a high level of client satisfaction, while producing engineered solutions that are economical and well-coordinated with other disciplines.

**Experience**  
24 Total, 16 with IMEG

**Education**  
Michigan State University,  
BS Civil Engineering  
University of Texas, MS Civil Engineering

**Registrations**  
Professional Engineer  
Michigan (6201050397) / Texas (125481)

**PROJECT HIGHLIGHTS**

- City of Bloomington - IL, Bloomington, IL, 7,000-sf Bath House Facility that Includes Main Entrance to Pool, Staff Office and First Aid, Bathing Prep Areas, Concessions and Pool Mechanics
- City of Downers Grove, Downers Grove, IL, 30,000-sf New Fire Station
- City of Highland Park, IL, 14,600-sf New Fire Station Facility
- City of Oakbrook Terrace, IL, 19,600-sf New Police Facility and 9,600-sf City Hall Renovation
- City of Sandwich, IL, 15,000-sf Renovation & Adaptive Re-use of Existing Warehouse for Public Safety Complex
- City of Skokie, Skokie, IL, 12,500-sf Renovation and 3,600-sf Expansion Skokie Park District Stadium
- City of Wood Dale, Wood Dale, IL, 13,400-sf Renovations to Solitt Building Renovations to the Public Works Building, 25,100-sf New Vehicle Storage Building and New Material Storage Bins
- Village of Bartlett, IL, 53,500-sf Police Facility Addition and Remodeling
- Village of Burr Ridge, IL, 19,000-sf New Police Station
- Village of Deerfield, Deerfield, IL, 14,800-sf New Village Hall - Structural
- Village of Downers Grove, Downers Grove, IL, 77,000-sf New Civic Center, Including Police Station, City Hall Offices, and School District Administration Offices
- Village of Midlothian, IL, 17,000-sf Police Station and 2,500-sf Firing Range
- Village of Montgomery, Montgomery, IL, 55,000-sf New Public Works Facility
- Village of Mount Prospect, Mount Prospect, IL, 30,000-sf Existing Building Adaptive Reuse Renovation and Addition for New Fire Station
- Village of Riverdale, Riverdale, IL, Structural Assessment of Existing Conditions of Eight Buildings



Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services

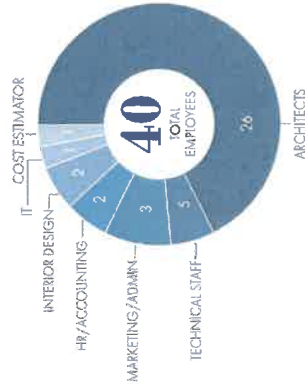




# STAFF QUALIFICATIONS



EST. 1974  
**48**  
 YEARS OF SERVICE



13 LEED ACCREDITED PROFESSIONALS

## Our Design Philosophy

As a client-oriented firm, Williams Architects is committed to developing a thorough understanding of our clients and their project needs. We express a commitment to architectural design that emphasizes economy and efficiency, durability and imagination of design with patron appeal and satisfaction while establishing a visual project identity that reflects and respects our clients' personality.

## PROJECT CONTACT

Mark S. Bushhouse, AIA, LEED AP  
 President / Principal-in-Charge  
 msbushhouse@williams-architects.com

## COMPANY CONTACTS

500 Park Boulevard, Suite 800  
 Itasca, IL 60143  
 T: 630.221.1212

## OFFICE LOCATIONS

Itasca, IL (HQ)  
 Columbus, OH  
 St. Petersburg, FL  
 Chicago, IL  
 Indianapolis, IN

## OWNERSHIP & CORPORATE STRUCTURE

Illinois Licensed Corporation

Tom Paulos, CEO  
 Mark Bushhouse: President  
 Frank Paris: Vice President  
 Scott Lange: Vice President  
 Steven Mithelich: Vice President  
 Andrew Dogan, Senior Principal  
 Andrew Caputo, Associate Principal  
 Tedd Stromswold, Associate Principal

## SERVICES PROVIDED

Architectural Basic Services  
 Master Planning  
 Space Needs  
 Feasibility Studies  
 Programming  
 Public Input  
 Referendum / Levy Assistance  
 ADA  
 Interiors  
 Cost Estimating  
 Sustainable Design / LEED

## SOCIAL MEDIA

@williams\_architects\_aquatics  
 @williams.architects.aquatics  
 @williams-architects-aquatics  
 @williams architects | aquatics



**Williams Architects | Aquatics** is a national design, architecture, engineering and planning firm. Established over 48 years ago, we have built a solid reputation and our firm is ready to take on new design challenges in order to achieve creative, cogent and inspired architectural solutions! We collaborate to produce designs that enrich people's lives, and assist communities, agencies and organizations succeed.

**Williams Architects**, originally established in 1974 and re-organized in 1994, has become a recognized leader in municipal architecture. Our firm serves a range of clients as diverse as our projects, including more than 300 municipalities, park agencies, and local governmental bodies. Throughout all phases of each project, our senior management remains personally involved, which allows us to bring the more than 150 years of combined hands-on experience they represent to every facility.

Our firm offers a **quality** comprehensive package of services, including options that can be tailored to meet project goals. We understand that **people** are the foundation for every project and therefore our projects express a commitment to architectural design excellence that emphasizes economy and efficiency, durability and imagination, patron appeal and satisfaction while establishing a visual project identity that reflects and respects our clients' personalities. We provide comprehensive **services** through a combination of in-house personnel and collaboration with complementary consultants.

## The Williams Mission Statement

**Williams Architects | Aquatics'** Mission is to create exceptional design solutions to inspire the way people live, learn, heal, work and play through the creative blending of human needs, environmental stewardship, functional value, science, and art that embodies the spirit of architecture.



Request for Qualifications  
 Village of Orland Park - RFO 22-004  
 Professional MEP and Architectural Services

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# ABOUT US

WWW.IMEGCORP.COM



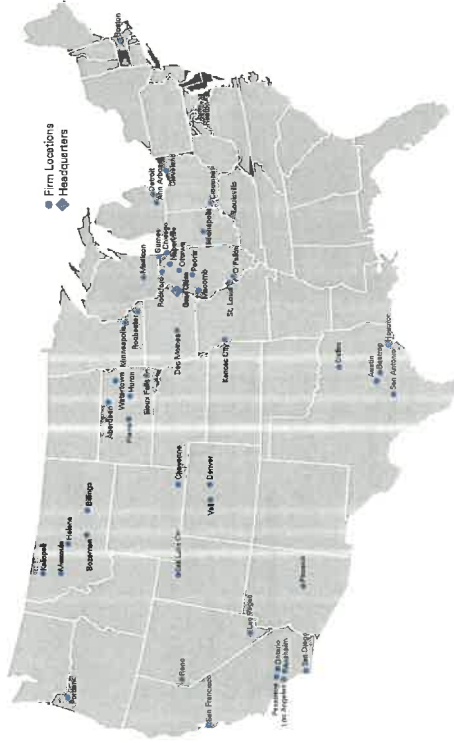
IMEG is a leading municipal government engineering design firm that delivers a rare combination — the broad expertise of a national leader with the personal relationships and deep collaboration of a local firm. But what really sets IMEG apart?

- Our **market-sector team structure** allows our engineers to specialize and become municipal experts — providing data-driven solutions and innovation.
- We value a **culture of learning** and development — sharing our knowledge to help impact industry trends and solve complex design problems.
- Through organic and strategic acquired growth we have an **extensive breadth of expertise and deep bench of client knowledge** — helping transform environments and communities.
- We have been driving design innovation for decades delivering many “firsts” in sustainable design — helping clients become **energy stewards** and reduce impact.
- We bring extensive national, regional, and local knowledge to every client relationship — with a commitment to deliver high quality, cost-effective outcomes through a **collaborative and flexible project approach**.

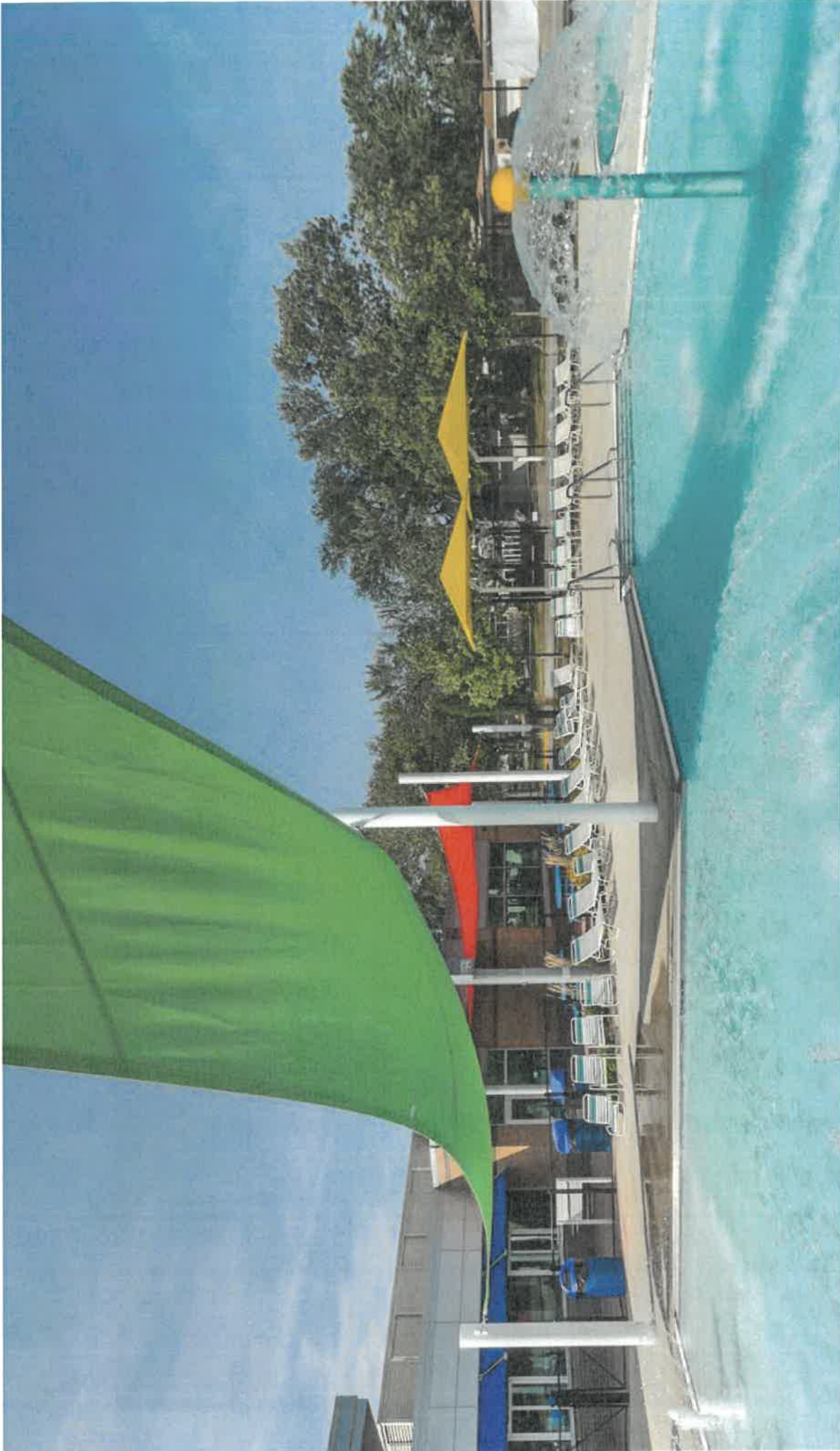
CLICK HERE TO READ INDUSTRY INSIGHTS FROM IMEG EXPERTS.



# IMEG LOCATIONS OFFICE AND DISCIPLINE BREAKDOWNS



OFFICE	#	OFFICE	#	OFFICE	#	ENGINEERING DISCIPLINES / U.S.-BASED STAFF	#
Aberdeen, SD	11	Houston, TX	23	Quad Cities, IL/IA (Headquarters)	204	Architectural Lighting Designers	5
Anaheim, CA	48	Indianapolis, IN	22	Reno, NV	8	Building Performance Analysts / Energy Modelers	12
Ann Arbor, MI	28	Kalamazoo, MI	2	Reston, VA	14	Chemical Engineers	9
Austin, TX	27	Kansas City, MO	24	Rochester, MN	2	Civil Engineers & Surveyors	237
Bastrop, TX	7	Las Vegas, NV	51	Rockford, IL	16	Commissioning Agents	22
Billings, MT	11	Los Angeles, CA	11	Salt Lake City	2	Construction Administrators	12
Boston, MA	34	Macomb, IL	9	San Antonio, TX	17	Electrical Engineers	254
Bozeman, MT	44	Madison, WI	29	San Diego, CA	11	Fire Protection Engineers	13
Cheyenne, WY	2	Minneapolis, MN	32	San Francisco, CA	34	Mechanical Engineers	321
Chicago, IL	50	Missoula, MT	25	St. Louis, MO	55	Medical Equipment Planners	20
Cincinnati, OH	50	Naperville, IL	79	St. Louis, MO	55	Structural Engineers	204
Cleveland, OH	19	O'Fallon, IL	9	Vail, CO	5	Technology/Security Engineers & Specialists	59
Dallas, TX	8	Ontario, CA	52	Wigertown, SD	3	Virtual Design Coordinators	166
Des Moines, IA	41	Ottawa, IL	10	Telecommunications/Remote locations	29	Corporate / Administrative Support	242
Detroit, MI	36	Passadena, CA	71	India	199		
Denver, CO	79	Peoria, IL	8				
Gurnee, IL	15	Phoenix, AZ	52				
Helena, MT	2	Pierre, SD	2				
Huron, SD	2						



## QUALITY ASSURANCE / QUALITY CONTROL

At Williams Architects, Quality is not simply a goal; it is a defining characteristic of our organization. We take seriously a commitment to providing quality services, with a philosophy on quality control that is reflected in the following excerpts from our mission statement:

We look at the QA approach to a project in terms of applying appropriate procedures to processes before work begins, per the following process flow:

- Identify the work plan;
- Assign the work items;
- Schedule the work items.

Further critical aspects of our QA/QC plan involve record keeping, process protocols, and continuous oversight. Our quality assurance/quality control (QA/QC) program was developed to ensure systematic coordination and management of all project design processes and supporting activities to execute projects expressing superior technical and presentation characteristics and which are following the specifications, schedule, and budget established. All quality assurance functions are performed under the direct supervision of senior management, who are responsible for administering the quality assurance program, which is ultimately directed toward achieving client satisfaction. With our diverse project experience and broad knowledge of architectural standards, we review all work for compliance with owner program, budget, design quality, and industry criteria. We compare in-progress construction against construction documents, checking compliance, and making decisions necessary to deliver a project within time and budgetary limits.

Each project architect must provide in-house quality control for their respective project. In addition to the project architect, a third-party manager not involved in the project is brought in to review the project as it approaches the 95-percent point in construction document development. Having another architect involved in the process provides a "fresh set of eyes" and another perspective. Williams Architects has also developed in-house supplemental programs to augment its QA/QC efforts. Williams Architects conducts bi-weekly, firm-wide technical staff meetings. Any person who has a detailed question or a problem in the field needing resolution is invited to bring up the issue for discussion, allow team examination, and present an opportunity to assign appropriate individuals to execute remedial action. This approach further allows all present to gain from "lessons learned" in real-life situations and helps build a "collective knowledge base" that can help avoid future problems.

We also utilize a related program in which, twice a month, a project team is asked to present to the firm's key principal staff. The presentation format follows that of a public presentation where the project staff is evaluated on project design, functionality, budget, job controls, and presentation style and technique. This exercise supports staff training, allowing less experienced staff to learn from more experienced staff, and helps improve communication skills so that problems arising in the field during construction can be addressed and resolved quickly and efficiently. At times, we invite clients to these meetings to observe this valuable critique process. This approach promotes superior QA/QC by having all parties participate in a single discussion. Additionally, when multiple consultants are involved in a project, we host numerous consulting and coordination meetings.

In summary, our QA/QC program is implemented as follows:

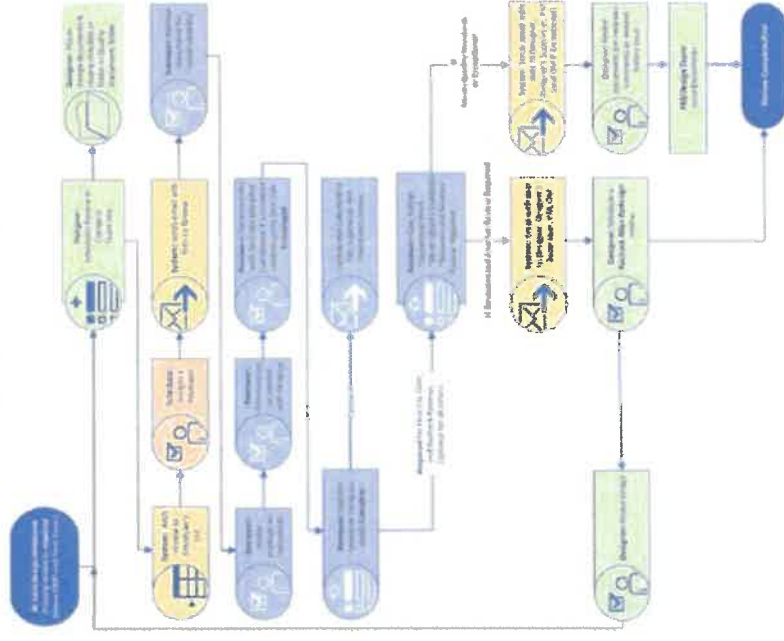
- Initial inspections. The preliminary design is verified, and drawings and specification documents are checked for accuracy. Acceptable levels of design coordination are established, and any discrepancies among assignments are resolved. Additionally, assurance of the availability of all required data concerning the facility and site is addressed.
- Follow-up inspections. These are performed to ensure that drawings conform to the specifications and requirements of the clients.
- Pre-final inspections. Performed at the completion stage of all work or increments of work, pre-final inspections yield a punch list of deficiencies identified in the built project that do not meet design specifications. A list of work to be performed to rectify deficiencies is prepared, and a follow-up inspection performed to ensure that all discrepancies between design and facility have been corrected. Inspections and corrective action will be performed within the time outlined for the completion of the entire project or increments thereof.



## QUALITY CONTROL PROCESS OVERVIEW AND FLOW CHART

A commitment to quality drives IMEG operations. Therefore, IMEG has a proactive and well-regimented quality control process that is used for all of our projects – steps and milestones are adapted based on project scope and delivery method. The systematic review of all project documents at intervals during a project enables identification of possible errors and prevention of risk and cost to the Company, our clients, and those with whom we do business. Our philosophy of quality control starts in the beginning of a project and continues throughout the design.

### IMEG Quality Review Process



## COST CONTROL & COST EFFECTIVE DESIGN

### COST CONTROL

The basic premise behind our approach to cost management is collaboratively evaluating cost estimates and the performance of value engineering at multiple phases during the planning, design and construction of the Project. Consistent attention by all parties to cost management and control will result in true economy. We also believe that appropriate action taken during each project phase will determine the Project's cost effectiveness and avoid cost overruns and time delays.

Our approach to cost management includes exploring various building systems for inherent economies. As the project unfolds, we also present options for phasing the project, and develop alternate bid options to help the Owner explore available avenues to maximize the built facility within the budget constraints.

- **Attitude.** Cost control must be part of the mindset of the Project Team, consultants and contractors.
- **Stewardship.** The Project Team must treat and protect the Village of Orlando Park's financial resources as if they were their own.
- **Practicality.** The Project Team must establish realistic budgets that balance the Village of Orlando Park's program, desired quality level, financial resources, and include hard and soft costs.
- **Ethitude.** Should the Village's desires begin to exceed the established project budget, it is our project team's responsibility to make this known and reestablish the necessary balance.

Our Team is also concerned with providing a building that is economical to construct while taking into consideration the life-cycle impact on maintenance costs. We will review cost-saving options, and seek consensus among the Project Design Team (Consultant Team and Owner) so value-engineering options can be integrated up-front into the design process.

### COST EFFECTIVE DESIGN

Value engineering is something that has become common practice for nearly all construction projects. The Williams Team of Consultants coordinates closely with the Village (and its contractor) to provide the **Cost Effective Design** solutions through a value engineering analysis that maintain the project's overall design goals including aesthetic qualities, performance and program requirements that are at the core of the project's values. This is achieved by regularly reviewing materials, building systems, and anticipated construction methods, and recommending options. Our team understands the importance of providing a building that is economical to construct while taking into consideration the life-cycle impact on maintenance costs. We provide cost comparisons of alternate cost effective construction systems and materials, including value-engineering options where appropriate.

We stress the importance of a thorough "value engineering" exercise at the end of both the Schematic Design and Design Development Phases. These exercises present the best good opportunity for the design team to make adjustments to the budget and/or scope to reconcile program, scope, and plans with project objectives. The Village's contractor will prepare a detailed cost estimate with input from subcontractors, major suppliers and their cost database. This comprehensive schematic design estimate is critical to making sound value judgments that shape the project, and the Design Development estimate will aid in the selection of the most cost-effective materials, systems and finishes.

## SCHEDULE MANAGEMENT

We attribute our success in maintaining rigorous adherence to schedules to collaboratively setting realistic expectations with our clients or responding to pre-determined schedules by devising sensible and effective methods to organize project tasks. Collaboration among clients, sub-consultants, and contractors is critical throughout the design and construction project phases and must begin with realistic schedule setting.

We attempt to schedule our workload in an orderly manner to consistently and comprehensively meet your expectations while deploying our staff rationally and productively. We also strive to have projects in various stages of service – from master planning to construction – in our workflow to maintain a uniform workload, thus avoiding "peaks and valleys" in our operations.

Our procedure for maintaining project schedules includes outlining a step-by-step process that considers both Client objectives and our capabilities to fulfill commitments successfully. We utilize our proprietary Scheduling Matrix to establish an ongoing series of tasks and deadlines to meet the milestones, which allow us to realize outstanding results in project schedule management.



## PROJECT DELIVERY METHODS

IMEG's success has been earned through years of experience and client feedback. Our strength is our willingness to collaborate and reach beyond the status quo, challenging ourselves to be thought leaders and innovators on any project. When it comes to project delivery methods, we believe the essential aspects of any delivery method are centered around collaboration and communication.

We feel the best solutions stem from a **collaborative process** that utilizes the talents of all team members to achieve the best solutions. Proactively discussing options as a group can garner new ideas and solutions and allow for vetting of options (good, better, best) to make value-analysis decisions of alternatives for cost/benefit impact and constructability.

Open **communication** on the budget is also key to the success of the project and the team needs to continually consider how decisions impact the budget. Based on agreed-upon expectations for system types, quality, redundancy and future expandability/flexibility, team members can use historical project data to identify a cost framework for the project elements which will guide value decisions throughout design.

### EXPERTISE

IMEG has experience with many delivery methods including:

- Design/Bid/Build
- Design/Build
- Design Assist
- Lean Construction
- Integrated Project Delivery
- Guaranteed Maximum Price
- Construction Manager at Risk
- Public/Private/Partnership (P3)

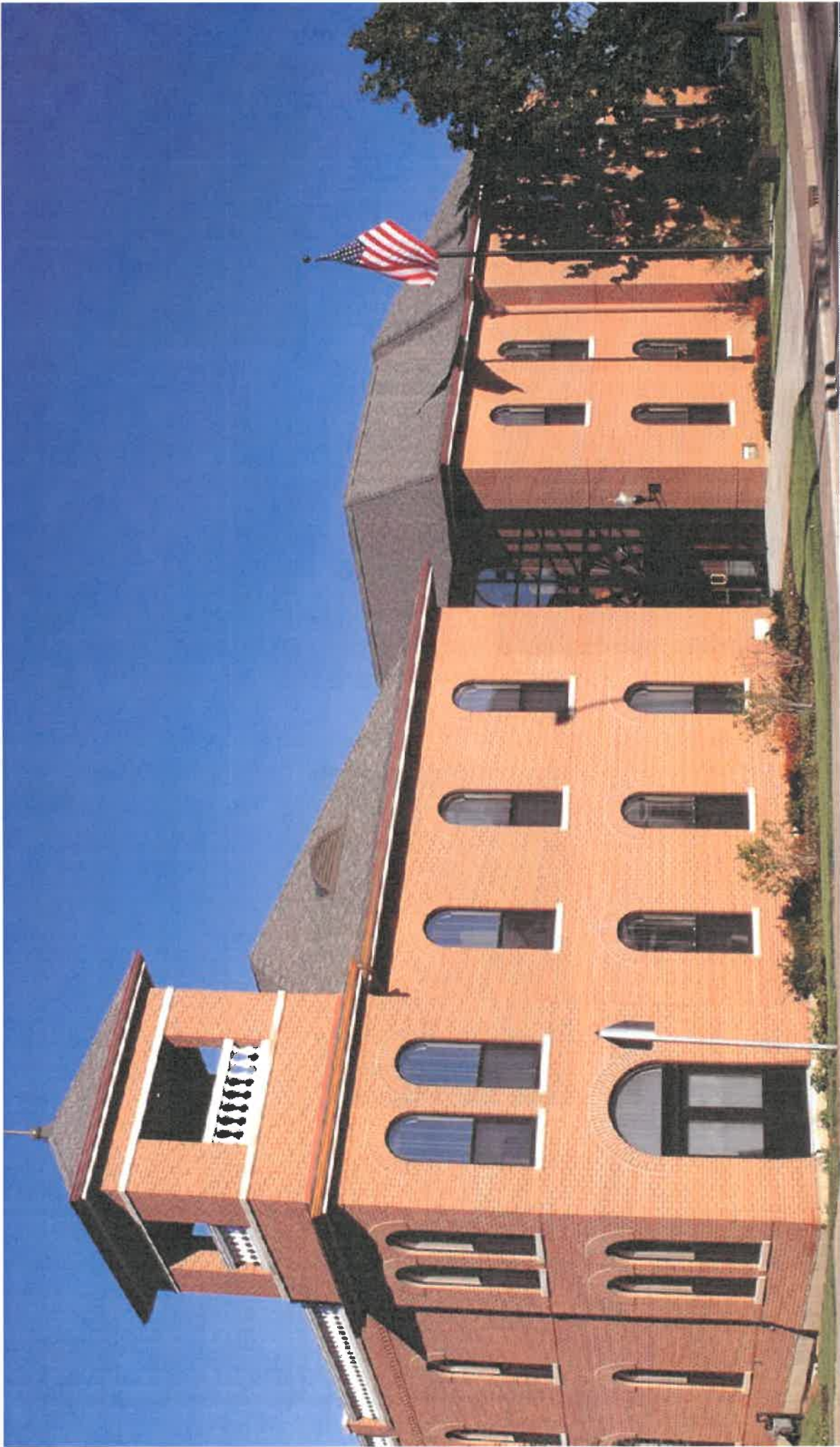


Request for Qualifications  
Village of Orlando Park - RFCQ 22-004  
Professional MEP and Architectural Services



Request for Qualifications  
Village of Orlando Park - RFCQ 22-004  
Professional MEP and Architectural Services





PROPOSAL SUMMARY SHEET

RFQ 22-004

Professional MEP and Architectural Services



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

Organization Name: Williams Architects / Aqualics
Street Address: 500 Park Boulevard, Suite 800
City, State, Zip: Itasca, IL 60143
Contact Name: Mark S. Bushhouse, President
Phone: 630-221-1212 Fax: 630-221-1220
E-Mail address: msbushhouse@williams-architects.com

Signature of Authorized Signee: [Handwritten Signature]
Title: President
Date: 17 February 2022

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

The undersigned Mark S. Bushhouse as President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)
and on behalf of Williams Architects / Aqualics, certifies that:

- 1) BUSINESS ORGANIZATION:
The Proposer is authorized to do business in Illinois: Yes [X] No [ ]
Federal Employer I.D.#: 36-3932319 (or Social Security # if a sole proprietor or individual)
The form of business organization of the Proposer is (check one):
Sole Proprietor
Independent Contractor (Individual)
Partnership
LLC
X Corporation Illinois January 26, 1994 (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No [ ]
The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

3) SEXUAL HARASSMENT POLICY: Yes [X] No [ ]
Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act, (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."



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

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

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




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

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

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

ACKNOWLEDGED AND AGREED TO:

  
Signature of Authorized Officer  
Mark S. Bushouse  
Name of Authorized Officer  
President  
Title  
17 February 2022  
Date





Please submit a policy Specimen Certificate of Insurance showing current coverage's along with this form.

**WORKERS' COMPENSATION & EMPLOYER LIABILITY**

Full Statutory Limits - Employers Liability  
 \$500,000 - Each Accident \$500,000 - Each Employee  
 \$500,000 - Policy Limit  
 Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY (ISO Form CA 0001)**

\$1,000,000 - Combined Single Limit Per Occurrence  
 Bodily Injury & Property Damage

**GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)**

\$1,000,000 - Combined Single Limit Per Occurrence  
 Bodily Injury & Property Damage  
 \$2,000,000 - General Aggregate Limit  
 \$1,000,000 - Personal & Advertising Injury  
 \$2,000,000 - Products/Completed Operations Aggregate

**Additional Insured Endorsements:** ISO CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory  
 Waiver of Subrogation in favor of the Village of Orland Park

Please provide the following coverage, if box is checked:

- PROFESSIONAL LIABILITY**  
 \$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date  
 Deductible not-to-exceed \$50,000 without prior written approval
- UMBRELLA LIABILITY (Follow Form Policy)**  
 \$2,000,000 - Each Occurrence \$2,000,000 - Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Employers' Liability
- UMBRELLA/EXCESS PROFESSIONAL LIABILITY**  
 \$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date  
 Deductible not-to-exceed \$50,000 without prior written approval

**BUILDERS RISK**  
 Completed Property Full Replacement Cost Limits -  
 Structures under construction

**ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**  
 \$1,000,000 Limit for bodily injury, property damage and remediation costs  
 resulting from a pollution incident at, on or mitigating beyond the job site

**CYBER LIABILITY**  
 \$1,000,000 Limit per Data Breach for liability, notification, response,  
 credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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." The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the

Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. 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. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Management Analyst, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED ON 17 February 2022



Signature

Mark S. Bushhouse

Printed Name

President

Title

Authorized to execute agreements for:

Williams Associates Architects, Ltd., (DBA Williams Architects / Aquatics

Name of Company

Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.



Request for Qualifications  
 Village of Orland Park - RFQ 22-004  
 Professional MEP and Architectural Services

Request for Qualifications  
 Village of Orland Park - RFQ 22-004  
 Professional MEP and Architectural Services

Client#: 847736

WILLIASC

# ACORD - CERTIFICATE OF LIABILITY INSURANCE

PROPOSAL SUMMARY SHEET

RFQ 22-004

Professional MEP and Architectural Services

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

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

PRODUCER  
USI Ins Svcs LLC Euclid-Prof  
2021 Spring Road, Suite 100  
Oak Brook, IL 60523  
312.442.7200

INSURED  
Williams Associates Architects, Ltd.  
500 Park Blvd Ste 800  
Itasca, IL 60143

INSURER A: Hartford Underwriters Insurance Company  
INSURER B: Nuhmng Insurance Company  
INSURER C: Everest National Insurance Company  
INSURER D:  
INSURER E:  
INSURER F:

NAME: Lauria Cloninger  
PHONE: 630.625.5219 FAX: 610.537.4933  
EMAIL: lauria.cloninger@usl.com  
INSURANCE AGENCY: 30104  
INSURANCE POLICY NO: 39608  
INSURANCE POLICY NO: 10120

TYPE OF INSURANCE	INS. NO.	CERTIFICATE NUMBER	REVISION NUMBER	DATE (MM/DD/YYYY)	UNITS
A	X	83SBWAK2M3R		02/05/2021 04/01/2022	\$2,000,000 \$1,000,000 \$10,000 \$2,000,000 \$4,000,000 \$4,000,000 \$
A	X	83SBWAK2M3R		02/05/2021 04/01/2022	\$2,000,000 \$1,000,000 \$10,000 \$2,000,000 \$4,000,000 \$4,000,000 \$
A	X	83SBWAK2M3R		02/05/2021 04/01/2022	\$2,000,000 \$1,000,000 \$10,000 \$2,000,000 \$4,000,000 \$4,000,000 \$
B	X	83WEGAK2LZV		02/05/2021 04/01/2022	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$
C	X	AAEP000062211		04/01/2021 04/01/2022	\$3,000,000 each claim / \$3,000,000 annual aggr.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORD TO, Additional Permits Schedule, may be attached if more space is required)  
Professional Liability is written on a 'claims made' policy form.

CERTIFICATE HOLDER  
Williams Associates Architects, Ltd.

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

AUTHORIZED REPRESENTATIVE  
*Lauria Cloninger*

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

Organization Name: IMEG Corp.  
Street Address: 1100 Warrenville Rd, #400  
City, State, Zip: Naperville, IL 60563  
Contact Name: Jeff Oke  
Phone: 630.527.2320 Fax: 630.527.2321  
E-Mail address: jeff.m.oke@imegcorp.com

Signature of Authorized Signee: \_\_\_\_\_  
Title: Project Executive  
Date: February 17, 2022

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

RFQ 22-004

1



Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services



Request for Qualifications  
Village of Orland Park - RFQ 22-004  
Professional MEP and Architectural Services

74

75

**ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

The undersigned Jeff Oke, as Project Executive  
*(Enter Name of Person Making Certification)* *(Enter Title of Person Making Certification)*  
 and on behalf of IMEG Corp., certifies that:  
*(Enter Name of Business Organization)*

**1) BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes  No   
 Federal Employer I.D.#: 47-5145628  
*(or Social Security # if a sole proprietor or individual)*

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

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation Delaware July 22, 2015  
*(State of Incorporation)* *(Date of Incorporation)*

**2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes  No

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

**3) SEXUAL HARASSMENT 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, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

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





CONTINUATION DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, PERSONS AFFECTED BY ENDORSEMENT/SPECIAL PROVISIONS (fill only if more space is required)

THIS ENDORSEMENT APPLIES TO THE OPERATIONS OF THE INSURED AT THE LOCATION(S) DESCRIBED IN THE SCHEDULE. THE OPERATIONS COVERED BY THIS ENDORSEMENT ARE LIMITED TO THE OPERATIONS DESCRIBED IN THE SCHEDULE. THIS ENDORSEMENT DOES NOT COVER OPERATIONS AT OTHER LOCATIONS OR OPERATIONS NOT DESCRIBED IN THE SCHEDULE. THIS ENDORSEMENT DOES NOT COVER OPERATIONS AT OTHER LOCATIONS OR OPERATIONS NOT DESCRIBED IN THE SCHEDULE. THIS ENDORSEMENT DOES NOT COVER OPERATIONS AT OTHER LOCATIONS OR OPERATIONS NOT DESCRIBED IN THE SCHEDULE.

Attachment Code: D558268 Certificate ID: 19254147

POLICY NUMBER: TBSZ91469988 COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Additional Insured – OWNERS, LESSEES or CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Person or Organization as required in a written contract or agreement, to add as an additional insured on this policy but only to the extent allowed by law.	Any location where you have agreed, through written contract, agreement or permit to provide additional insured coverage for completed operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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ACORD 25 (2016/03)

Certificate Holder ID:

Request for Qualifications  
Village of Orland Park - RFC 22-004  
Professional MEP and Architectural Services



Request for Qualifications  
Village of Orland Park - RFC 22-004  
Professional MEP and Architectural Services



POLICY NUMBER: TB5291469988

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Person or Organization as required in a written contract or agreement, to add as an additional insured on this policy but only to the extent allowed by law.	All locations where you have agreed, through written contract, agreement or permit, to provide additional insured coverage for ongoing operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured**, is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13  
GL POLICY# TB5291469988

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**Primary And Noncontributory Insurance**

This insurance is primary, to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and



POLICY NUMBER: TB5Z91469888

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Person Or Organization:  
Any person (s) or organization (s) where required by written contract or agreement.  
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:  
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



POLICY NUMBER: AS7Z91469888

COMMERCIAL AUTO  
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

#### SCHEDULE

Name of Person(s) or Organization(s):

Any Person and/or organization you have agreed, on a primary, non-contributory basis, in a written contract or agreement, to add as an additional insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



**POLICY NUMBER:** AS7Z91469988

**COMMERCIAL AUTO  
CA 04 44 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.**  
CA 04 44 10 13 © Insurance Services Office, Inc. Page 1 of 1

Policy No: WC7Z91469988

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**WHERE REQUIRED BY CONTRACT OR WRITTEN AGREEMENT PRIOR TO LOSS AND ALLOWED BY LAW.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

WC 00 03 13





630.221.1212

[www.williams-architects.com](http://www.williams-architects.com)



630.527.2320

[www.imegcorp.com](http://www.imegcorp.com)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2022

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

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

PRODUCER: USI Ins Svcs LLC Euclid-Prof, 2021 Spring Road, Suite 100, Oak Brook, IL 60523, 312 442-7200. CONTACT NAME: Laurie Cloninger, PHONE: 630 625-5219, FAX: 610 537-4939, E-MAIL ADDRESS: laurie.cloninger@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Underwriters Insurance Company (30104), INSURER B: Nutmeg Insurance Company (39608), INSURER C: Everest National Insurance Company (10120).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form.

The General Liability, Automobile Liability and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents, only when there is a (See Attached Descriptions)

CERTIFICATE HOLDER: Village of Orland Park, Attn: Nicole Merced, Management Analyst, 14700 S Ravinia Ave, Orland Park, IL 60462. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

## DESCRIPTIONS (Continued from Page 1)

written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

The General Liability and Automobile Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract.

The General Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

The General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for non payment of premium will be given to the Village of Orland Park by the Insurance Carriers.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



## **BLANKET ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### **A. The following is added to Section C. WHO IS AN INSURED:**

##### **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

#### **a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or





- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
  - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
  - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
  - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (a) In connection with your premises; or
    - (b) In the performance of your ongoing operations performed by you or on your behalf.
  - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
    - (a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:
      - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
      - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.
    - (b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**
  - (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or



(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

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## BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Liability And Medical Expenses Definitions.

### A. COVERAGES

#### 1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:
  - (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (b) The "bodily injury" or "property damage" occurs during the policy period; and
  - (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
  - (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
    - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
    - (b) You are not engaged in the business or occupation of providing such services.
  - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. Medical Expenses

### Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 3. Coverage Extension - Supplementary Payments

- a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## B. EXCLUSIONS

### 1. Applicable To Business Liability Coverage

This insurance does not apply to:

#### a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
  - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".





However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
  - (i) Less than 51 feet long; and
  - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e) "Bodily injury" or "property damage" arising out of:
  - (i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.



**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
  - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
  - (b) The providing of or failure to provide home health care or home infusion products or services; and
  - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**i. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
  - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
  - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
  - a. Copyright;
  - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
  - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
  - (a) Advertising content for others on your web site;
  - (b) Placing a link to a web site of others on your web site;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
  - (i) Your web site; or
  - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (i) Copyright;
- (ii) Slogan; or
- (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**



- (a) Owned, occupied or used by:
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage under this provision does not apply to:
  - (1) "Bodily injury" or "property damage" that occurred; or
  - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator Of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:





- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

##### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

##### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

##### **3. Each Occurrence Limit**

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

##### **4. Personal And Advertising Injury Limit**

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

##### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

##### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

### 3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 5. Representations

#### a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

#### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## **7. Transfer Of Rights Of Recovery Against Others To Us**

### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement; or
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:



- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.





- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23. "Unmanned aircraft" means an aircraft that is not:
  - a. Designed;
  - b. Manufactured; or
  - c. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.
- 24. "Volunteer worker" means a person who:
  - a. Is not your "employee";
  - b. Donates his or her work;
  - c. Acts at the direction of and within the scope of duties determined by you; and
  - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25. "Your product":
  - a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26. "Your work":
  - a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



## HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### A. Amended Coverage:

The following is added to Section A. **COVERAGES**:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" or "non-owned auto".

#### B. The following changes are made to Section B. **EXCLUSIONS**:

1. Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employer's Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".
3. Exclusion **f. Pollution** is deleted and replaced by the following:

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) That are, or that are contained in any property that is:

- (i) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (ii) Otherwise in the course of transit by or on behalf of the "insured"; or
- (iii) Being stored, disposed of, treated or processed in or upon the covered "auto".

(b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or

(c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (a) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (i) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (ii) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in Paragraphs **15.f.(2)** and **15.f.(3)** of the definition of "mobile equipment".

Paragraphs (b) and (c) above do not apply to accidents that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. The following exclusion is added:

#### **Fellow employee**

Coverage does not apply to "bodily injury" to any fellow "employee" of the insured arising out of the operation of an "auto" owned by the insured in the course of the fellow "employee's" employment.



5. The following exclusion is added:

**Care, Custody Or Control**

Coverage does not apply to "property damage" involving property owned or transported by the insured or in the insured's care, custody or control.

- C. With respect to "hired auto" and "non-owned auto" coverage, Section C. **WHO IS AN INSURED** is deleted and replaced by the following:

1. The following are insureds:

- a. You.
- b. Your "employee" while using with your permission:
  - (1) An "auto" you hire or borrow; or
  - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
  - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
  - (1) The owner or anyone else from whom you hire or borrow an "auto".
  - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
  - (4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.
- d. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" or "non-owned auto" covered by this endorsement, the following changes are made to Section E. **LIABILITY AND MEDICAL EXPENSES CONDITIONS**:

1. The following condition is added:

**Other Insurance**

- a. Except for any liability assumed under an "insured contract" the insurance provided by this endorsement is excess over any other collectible insurance.  
However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".
- b. When this endorsement and any other endorsement, coverage part, or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our endorsement bears to the total of the limits of all the endorsements, coverage parts, and policies covering on the same basis.

2. The following condition is added:

**Two Or More Coverage Parts, Endorsements, Or Policies Issued By Us**

If this endorsement and any other endorsement, coverage part or policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum Limit of Insurance under all the endorsements, coverage parts, or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement, coverage part, or policy. This condition does not apply to any endorsement, coverage part, or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



3. The following condition is added:

**Financial Responsibility Laws**

- a. With respect to a "hired auto" or "non-owned auto" to which this insurance applies, when this endorsement is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by this endorsement for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to a "hired auto" or "non-owned auto" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

E. The following changes are made to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

1. The following definition is added:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. The following definition is added:

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

- a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
- b. Customer's "auto" that is in your care, custody or control for service.

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## **BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA**

This endorsement modifies insurance provided under the following:

### **UMBRELLA LIABILITY SUPPLEMENTAL POLICY**

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

#### **A. The following is added to Paragraph 2. of Section C. WHO IS AN INSURED:**

- a. Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
- (3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

- b. With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph a. above, the following additional exclusion applies:

- (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

- c. The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
- d. The insurance afforded to such "insured" only applies to the extent permitted by law.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WORKERS' COMPENSATION BROAD FORM ENDORSEMENT  
EXTENDED OPTIONS**

**Policy Number:** 83 WEG AL6VPR **Endorsement Number:**  
**Effective Date:** 04/01/21 Effective hour is the same as stated on the Information Page of the policy.  
**Named Insured and Address:** Williams Associates Architects Ltd.  
500 PARK BLVD STE 800  
ITASCA IL 60143

Section I of this endorsement expands coverage provided under WC 00 00 00.  
Section II of this endorsement provides additional coverage usually only provided by endorsement.  
Section III of this endorsement is a Schedule of Covered States.  
You may use the index to locate these coverage features quickly:

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## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

- D. **We Will Also Pay of Part One** (WORKERS' COMPENSATION INSURANCE); and
- E. **We Will Also Pay of Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

#### **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

**C. Transfer Of Your Rights and Duties of Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the



officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of

recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

**EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**6. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in North Dakota, Ohio, Washington, and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

#### B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

<b>Bodily Injury by Accident</b>	<b>\$500,000</b>	<b>Each Accident</b>
<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Policy Limit</b>
<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Each Employee</b>

**OR**

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

### 3. Waiver of Our Right To Recover From Others

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### **D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

#### **F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

#### **G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### **H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### **5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

##### **C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

### SECTION III

#### 1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

IL

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

