CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2022-0020

Contract #: 2022058

Start date: 3/29/2022

End date: 12/31/2024

Amount:

Department: Public Works

Contract Type: Master Service Agreement

Contractors Name: Robert Juris & Associates, Ltd.

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose Contract Description: Professional Mechanical, Electrical, and Plumbing (MEP) and Architectural Services



AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Robert Juris & Associates Architects, Ltd. 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 the 19th day of May, 2022, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Robert Juris & Associates Architects, Ltd. (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. <u>Scope of Work</u>: 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. <u>Contract Sum</u>: 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.

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- B. <u>Payment:</u> 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). 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. <u>Contract Documents</u>: 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

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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. <u>Progress Reports</u>. 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. <u>Venue and Choice of Law</u>: 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. <u>Nonassignability:</u> 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. <u>Notices and Communications:</u> 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: Mike Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
Email: mmazza@orlandpark.org

To the Contractor:

Name: Jonathan Murawski, AIA, NCARB Robert Juris & Associates Architects, Ltd. 9500 Bormet Drive, Suite 205 Mokena, IL, 60448 Telephone: 815-806-0146

e-mail: i.murawski@rjaarchitects.com

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- 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. <u>Right to Alter Scope of Services Reserved</u>: 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. <u>Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s)</u>:
 - 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

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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. <u>Insurance Required</u>: 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) <u>ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto"</u>: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

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(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. <u>Deductibles and Self-Insured Retentions</u>: 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. <u>Acceptability of Insurers</u>: 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

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- 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. <u>Subconsultants</u>: 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. <u>Assumption of Liability</u>: 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. <u>Insurance Certifications</u>: 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 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. <u>Notice of Bodily Injury or Property Damage</u>: 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. <u>Updated Proof Required</u>: 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. <u>Higher and More Expansive Standard Applicable</u>: 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:

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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:

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- 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.

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- 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. <u>Authorized to do Business in Illinois</u>: 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. <u>Payment to the Illinois Department of Revenue</u>: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. <u>Debarment</u>. 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

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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.

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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

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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. <u>Illinois Freedom of Information Act</u>: 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. <u>Independent Contractor</u>: 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. <u>Duration</u>: This Master Services Agreement shall be in effect for a term of 3 Year, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
- 23. <u>Advertisement:</u> 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. <u>Amendments:</u> 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. <u>Supersede:</u> 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.

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- 27. <u>Severability</u>: 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. <u>Facsimile or Digital Signatures</u>: 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. <u>Counterparts</u>: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 30. <u>No Third Party Beneficiaries</u>: 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 <u>Consultant Related Parties</u>, 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.
 - All concepts, works, information, data, computer programs and other ideas and materials 1. 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

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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.

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Robert Juris & Associates Architects, Ltd.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Jonathan R. Murawski, AJA, NCARB

By: E-SIGNED by George Koczwara on 2022-05-19 22:25:44 GMT

Name: Jonathan R. Murawski, AlA, NCARB

Name: George Koczwara

 $_{\mbox{Its}}$ Vice President

& 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

Statements of Qualifications for Professional MEP and Architectural Services for Village of Orland Park

Issued By: Village of Orland Park

Due Date: February 17, 2022 Time: 11:00 A.M. CST



Robert Juris & Associates Architects, Ltd.

Firm Description:

Robert Juris & Associates Architects, Ltd. is a full service architectural firm that has provided professional services since our inception in 1992. Owner and principal architect, Robert Juris, has almost forty years of experience in the field of architecture. We pride ourselves on being a service oriented firm which means that Robert is personally involved in every project that comes through the office. There is close communication between all staff in the office, which contributes to keeping a project on track, on schedule, and on budget. We believe a successful project is the product of a competent design team and an informed client working toward a solution that satisfies all criteria. We have been commissioned in the areas of: office, education, recreation, library, medical, retail, restaurant, industrial, renovation, masonry restoration, fire and water restoration, and custom residential work.

Services Offered:

- Programming
- Site Analysis & Planning
- Site Selection Assistance
- Zoning & Variance Research
- Cost Estimating
- Facility Assessment Reports
- Feasibility Studies
- Master Planning

- Construction Documents
- Specification Writing
- Bidding & Negotiating
- Construction Administration
- Accessibility Review
- FHA Plan Review
- Interior Design
- Renderings & Animation

Since our firm and staff have completed such a wide range of different projects over the years, there are very few challenges that we do not have experience with. We have worked on projects of just about every type, including hospitals, office buildings, elementary schools, high schools, courthouses, banks, libraries, municipal buildings, fire stations, historic structures, shopping centers, retail, multi-family housing, park districts, industrial, residential, and more. Robert Juris & Associates Architects, Ltd. currently has seven employees (four licensed Architects) and has completed over fifty projects in 2021. We are an efficient firm and we pride ourselves in response time and communication from project conception through project closeout.

Awards:

2004 AIA-EIC Distinguished Building Award Recipient Custom Residence, Chicago, IL

2006 Distinguished Building Award Recipient Custom Residence, Frankfort, IL

2008 AIA-EIC Distinguished Building Award Recipient | Park District of Forest Park, Illinois

2018 AIA-EIC Distinguished Building Award Recipient Custom Home – Genoa City, WI

2018 AIA-EIC Distinguished Building Award Recipient | Custom Home – Chicago, IL

2020 APWA Southwest Branch Project of the Year Village of Romeoville Public Works Admin. Bldg

Architectural Key Personnel:



Robert L. Juris, AIA, NCARB

Position: President & Principal Email: r.juris@rjaarchitects.com Phone: 815-806-0146 x1

Education: University of Illinois - Chicago, Bachelor of Architecture with Distinction in

Design

Registrations:

Licensed Architect in Illinois, Wisconsin, Indiana, Missouri and Arizona.

Professional Affiliations:

- The American Institute of Architects (AIA) Member of Eastern Illinois Chapter with past service experience as: President, Vice President, Treasurer, Director, & IL Council Delegate.
- National Council of Architectural Registration Boards (NCARB) Member
- Village of Flossmoor, IL Retired Building Commissioner/Structural Code Enforcement Officer Pro Team
- Almost 40 years of architecture experience.
- Has won multiple awards for his work on residential, commercial, & park district projects.
- Served as State of Illinois Building Commissioner as the Disability Advocate and the Chairman of the Accessibility Subcommittee.
- Certified International Code Council (ICC) Commercial & Residential Plan Reviewer



Jonathan R. Murawski, AIA, NCARB

Position: Vice President, Director of Architecture, Project Architect

Email: j.murawski@rjaarchitects.com

Phone: 815-806-0146 x3

Education: Illinois Institute of Technology, Professional Bachelor of Architecture with

European abroad studies

Registrations:

• Licensed Architect in Illinois and Michigan

Professional Affiliations:

- The American Institute of Architects (AIA) Member of Eastern Illinois Chapter with current and past service experiences as: Board of Directors 2015-present, Vice President 2017, President 2018, 2019, Illinois Delegate 2020-2024
- National Council of Architectural Registration Boards (NCARB) Member

Volunteer Work:

 Naperville North High School – assists students in Chicago Mock Firm Competition [2011 – 2018]. Helped develop conceptual designs, competition drawings, oral presentation, and physical model [2013, 2015 Illinois State Champions].



Valerie Nawojski, AIA, NCARB, RID, NCIDQ

Position: Project Architect, Lead Interior Designer

Email: v.nawojski@rjaarchitects.com

Phone: 815-806-0146 x4

Education: University of Illinois at Chicago, Bachelor of Architectural Studies; Harrington

College of Design, Master of Interior Design with Japanese abroad studies

Registrations:

Licensed Architect in Illinois (001-023318)

Registered Interior Designer in Illinois (161-003612)

Professional Affiliations:

 The American Institute of Architects (AIA) – Member of Eastern Illinois Chapter with past service experiences as: Board of Directors 2017, Vice President 2018

National Council of Architectural Registration Boards (NCARB) - Member

Volunteer Work:

 AlAspire – Participated in workshops to help prepare architecture students for interviewing and entering the workforce. Reviewed portfolios, conducted mock interviews, shared personal experiences and advise with students.



Noah Cahan

Position: Project Architect

Education: Illinois Institute of Technology, Professional Bachelor of Architecture, Specialization in City and Regional

Planning.

Minor: Urban Studies

Professional Affiliations:

 National Council of Architectural Registration Boards (NCARB) - Candidate

Calumet Stewardship Initiative

Mechanical, Electrical, Plumbing and Fire Protection Consultant (see attached resume):

Millies Engineering Group 221 N. LaSalle Street, Ste 3100 Chicago, IL 60601 312-364-8400

Relevant Firm Experience for Public Entities:

Recently Completed Facility Assessments, Comprehensive Master Planning, Feasibility Studies & Construction Projects for Public Entities:

Village of Romeoville Public Works – Comprehensive Master Plan & New Construction: Comprehensive Master Plan for entire Public Works site. Analyzing existing 10+ buildings in order to cost effectively locate 2 new buildings (9,000 SF Administration Building and 25,000 SF pre-engineered Maintenance Building as well as interior remodeling at existing Admin Building). Circulation studies, facility assessments and detailed cost estimates were conducted for the proposed buildings and site modifications. Multiple options were reviewed with the owner with pro/con cost benefits for a comprehensive and holistic analyzation. Soil Borings were also analyzed to help locate the new buildings in order to avoid excessively deep/expensive footings and helical piers. New proposed construction is Design/Bid/Build approach with a single prime contract for a General Contractor. Construction budget was \$7.8 million.

Master Plan Completed in 2018, New Construction currently substantially complete – Romeoville, Illinois Contact: Mr. Eric Bjork, Director of Public Works
P: (815) 886-1870 | E: ebjork@Romeoville.org

615 Anderson Dr., Romeoville, IL 60446

Park District of Forest Park – Facility Assessment Report & Comprehensive Master Plan, Building Addition:
 Facility Assessment Report with cost estimates and five-year comprehensive plan (16,000 SF) for: Main Administration Building, Ranger Garage, Maintenance Garage, Recreation Building, Arts and Crafts Building, Northeast Scoring Building, Southwest Scoring Building.

Study completed in 2005 - Forest Park, Illinois

Building Addition and Interior Remodeling and Restoration, (11,650 SF)

Construction completed in 2007 – Forest Park, Illinois

Addition, Remodeling & Remodeling of Administration Building built in 1938, Approximately 2,250 SF of Addition and 6,800 SF of Remodeling

Recreation Center Building Renovations 2,600 SF

Contact: Mr. Larry Piekarz, Executive Director

P: (708) 366-7500 ext. 12 | E: lpiekarz@pdofp.org

7501 W. Harrison, Forest Park, Illinois 60130

Village of Addison – Henry Hyde Neighborhood Resource Center:

New One-Story Neighborhood Resource Center consisting of 6,000 SF at a cost of \$1,020,000. New construction was Design/Bid/Build approach with a single prime contract for a General Contractor. Construction completed in 2006 – Addison, Illinois

Contact: Mr. John Berley, Assistant Village Manager/Director of Community Development P: (630) 543-4100 EXT 7532 Village of Addison, One Friendship Plaza, Addison, Illinois 60101

Alsip Park District – Facility Assessment Report, Comprehensive Master Plan, Building Additions:
 Facility Assessment Report for 7 buildings, including the Apollo Recreation Center, Golf Clubhouse, Pool house, Concession Buildings, and Maintenance Buildings (40,000 SF).

Study completed in 2013, Drawings current out to Bid – Alsip, Illinois

Contact: Ms. Jeannette Huber, Director of Parks and Recreation

P: (708) 389-1003 | E: jhuber@alsipparks.org

SW Special Recreation Association – Facility Assessment Report & Comprehensive Master Plan:
 Facility Assessment Report for two locations in Worth and Alsip and assistance with their long term comprehensive plan (2,500 SF).

Study completed in 2013 – Alsip, Illinois Contact: Ms. Lori Chesna, Executive Director P: (708) 389-9423 | E: lachesna@swsra.com 12521 S. Kostner Avenue, Alsip, Illinois 60803

Addison Park District – Feasibility Study:

Feasibility Study to convert Driscoll Catholic High School into a 48,000 SF Recreation Center. Detailed cost estimates were also provided to justify the proposed modifications.

Study completed in 2010 – Addison, Illinois Contact: Mr. Mark McKinnon, Executive Director P: (630) 833-0100

120 E. Oak Street, Addison, Illinois 60101

Carol Stream Park District – New Mini-Golf Course Clubhouse Building:

New One-Story Railroad themed Min-Golf Course Clubhouse (3,000 SF) at a cost of \$750,000 Completed in 2004, Coyote Crossing Mini-Golf Course Facility, Carol Stream, Illinois. New construction was Design/Bid/Build approach with a single prime contract for a General Contractor.

Contact: Mr. Joseph Brusseau, President, Brusseau Design Group P: (331) 229-5444 | E: jbrusseau@hitchcockdesigngroup.com 225 W. Jefferson, Naperville, Illinois 60540

Morton Grove Park District – New Park Picnic Pavilion, Toilet Facility & Athletic Storage Building:

New One-Story building consisting of 2,400 SF at a cost of \$350,000 at Frank Hren Park, Morton Grove, Illinois. New construction was Design/Bid/Build approach with a single prime contract for a General Contractor. Completed in 2006 – Morton Grove, Illinois

Contact: Mr. Keith Gorcycka, Superintendent of Parks P: (847) 965-1200 | E: kgorczyca@mgparks.com 6834 Dempster St., Morton Grove, IL 60053

Olympia Fields & Homewood-Flossmoor Park Districts – Iron Oaks Discovery Center Museum:

New two-story Discovery Center Museum, Completed in 2005 consisting of 3,000 SF at a cost of \$400,000 located in Olympia Fields, Illinois. New construction was Design/Bid/Build approach with a single prime contract for a General Contractor.

Contact: Ms. Denise Will, Executive Director, P: (708) 481-7313
Olympia Fields Park District, 20712 S. Western Avenue, Olympia Fields, Illinois 60101

Village of Orland Park – Complete Exterior Masonry Restoration of Clock Tower and Village Hall

Project Delivery Method = Design, Bid, Build

Project Size = 125,000 SF

Project Description = Phased Masonry Repair & Restoration Projects at: Amphitheater, Civic Center Terraces,

Chimney, Village Hall Clock Tower and Courtyard Walls.

Construction Documents, Construction Observation

Project Budget = \$1,500,000

Completed in 2005, 2007, 2010 - Orland Park, Illinois

Contact: Mr. Frank Stec (retired), Superintendent of Parks & Building Maintenance

P: (708) 362-1284 | E: gcouch@orland-park.il.us 14650 Ravinia Avenue, Orland Park, Illinois 60462

Village of Romeoville Public Works & Engineering – Administration Building:

**Project of the Year Award for APWA Southwest Branch

The 9,000 SF building features higher insulation values in the exterior walls, an abundant amount of natural light (over 85% of the building footprint receives natural light), all rooms contain occupancy controlled LED light fixtures and recyclable wood veneer planks were specified for accent walls. Commercial luxury vinyl plank tiling was specified that will never need to be stripped or waxed for the life of the building. All private offices contain operable windows and the building is mechanically multi-zoned to improve thermal comfort. The central portion of the building contains two dormers, an open collaboration space along with recessed floor outlets and data jacks and the perimeter of the space is lined with private offices. The floorplan is flexible and can also easily accommodate future staff growth without the need of an immediate building addition. Collaboration and flexibility were key attributes voiced by the staff.

Construction Type = 5B Cost = \$2,900,000







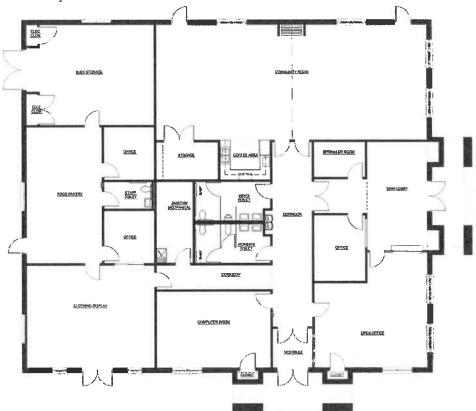






Henry Hyde Community Center - Village of Addison Neighborhood Resource Center:

This 6,000 square-foot building was designed to fit into a community of single family and multi-family residences, and provide easy access for the residents of the neighborhood. It is staffed and operated by the Addison Police Department and the Addison Community Switchboard. The front side of the building provides spaces for after school programs, public meetings and adult education classes and consists of a divisible multi-purpose room, computer lab, offices, and a kitchenette. The Switchboard is located in the rear portion of the building and provides donated food and clothes to residents of the community that are in need.







Civic Center Masonry Repairs and Roof Replacement:

Robert Juris & Associates Architects, Ltd. worked with the Village of Orland Park to inspect and produce construction drawings and specifications for various projects at the Civic Center, Village Hall, Recreation Center, and Amphitheater. In addition to this masonry work our firm has completed other projects with the Village such as roof replacements, building demolitions and other minor facility repairs. We have worked in many phases on restoring the failing masonry on these building and gone to great lengths in making sure the new work will not have the same issues as the original installation.



















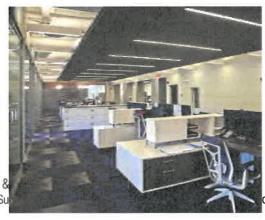






















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Philosophy

Millies Engineering Group is a multi-disciplined consulting engineering firm which pursues excellence in every task taken in order to satisfy its clients' needs and provide maximum opportunity for career satisfaction, motivation and advancement of its staff.

The firm provides innovative and creative evaluations and design of various environmental systems for commercial, institutional and industrial facilities to end users directly and indirectly through architects and other design professionals.

The firm adheres to the philosophy of providing professional services to its clients by incorporating the client as an integral member of the engineering design team, in order to meet the desired functional needs of the end user.

Experienced

Decades of MEP engineering experience to integrate into the complexities of the design process.

Sustainable

Engineering high-performing MEP systems to meet the new standards of sustainable design.

Integrated

MEP engineering design integrated to enhance distinctive architecture and interior design.

Solutions

MEP engineering design options and solutions selected to fit the unique criteria of each client.











Company Profile

History:

Millies Engineering Group, a MEP Consulting Engineering Firm was established in April of 1975 by Ronald L. Millies as R. L. Millies & Associates, Inc. As of January 2012, the firm changed its name to Millies Engineering Group.

Web Address: www.milliesengineeringgroup.com

Main Office:

9711 Valparaiso Drive, Munster, Indiana 46321

Phone: 219-924-8400 / 708-474-0104

Branch Office:

221 North LaSalle Street, Suite 3100, Chicago, Illinois 60601

Phone: 312-364-8400

Staff profile: (26) full time, (4) part time

Principals Four
Senior Associates/Project Managers One
Project Managers/Engineers Four
Design Engineers Eight
Clerical / Part Time Staff Two / Four
*Five (5) Licensed Professionals – Forty-six (46) States

*Three (3) LEED Accredited Professionals

*ASHRAE BCxP Building Commissioning Professional

Design Software:

Revit BIM 2010 thru 2021
AutoCAD – Versions 2009 thru 2021
HAP Analysis Program – Energy Simulation Software
Trace Analysis Program – Energy Simulation Software
Agi32 – Lighting Analysis & Simulation Software
Visual - Lighting Analysis & Simulation Software
SKM Systems – Electrical Engineering Software (AIC, Arc, etc.)





Market Sectors

Commercial – Offices, Banks, Retail, Storage Facilities, Animal Facilities

Data Centers - Education, Commercial, Healthcare, Municipal

Educational – K-12, Junior Colleges, Universities

Governmental Facilities – Federal, Military, Veterans Affairs

Healthcare - Hospitals, Medical Office Buildings, Nursing Homes,

Assisted Living, Hospice

Hospitality - Restaurants, Hotels

Industrial - Transportation, Manufacturing

Municipal – Police, Fire, Public Works, Administrative Centers, Park

Districts, Libraries

Residential - Multi-Family, Multi-Family Clubhouses

Religious – Churches, Temples, Mosques

Recreational - Theaters, Clubhouses, Health Clubs, Casinos,

Natatoriums







Engineering Services

MEP Design Engineering: Offering design of heating, air conditioning, ventilating, plumbing, fire protection and electrical systems for new or existing facilities.

- Lighting Design Interior and Site
- AV/IT System Design
- Alternative Energy Design Photovoltaic, Wind Turbine, Geothermal, Thermal Storage, Land Fill Gas Micro Turbines
- Design administration including coordination with associated architectural and structural services to provide integrated plans and specifications
- Construction administration services including review of bid documents, pre-bid meetings, bid evaluation, shop drawing review, job progress meetings, field observation reports and project close-out
- Complete BIM and CADD computer aided design and drafting service including digitizing existing facility drawings, development of standards, details and plotting

System Assessment Surveys and Reports: Offering survey and energy analysis of existing buildings including facility assessments, energy audits, code deficiency, life safety, operating cost analysis, recommendations for energy efficient modification and cost payback analysis including life cycle costing. Other services include engineering analysis and recommendations for facilities with existing problems related to the heating, air conditioning, ventilation, plumbing, and electrical systems.

Feasibility Studies and Reports: Offering evaluation of alternative energy sources and energy conservation measures as they relate to the client's energy utilization needs.

LEED AP Services: LEED team leader services by a LEED AP professional.

Commissioning Services: LEED M/E/P/FP and Energy Code Commissioning services.





EDUCATION: BSME – 1980 Valparaiso University Valparaiso, Indiana

Registered Professional Engineer in:

Colorado New Jersey
Illinois Ohio
Indiana Pennsylvania
Iowa Texas
Michigan Virginia

Minnesota

LEED Accredited Professional



Key Personnel

R. LEE MILLIES, JR., P.E., LEED AP PRESIDENT – MECHANICAL

Lee began his employment in 1980 as a Design Engineer and Project Manager with Kroeschell Engineering until 1984, when Lee joined Millies Engineering Group as Project Engineer/Manager and Vice President.

Currently, Lee is the President of the firm and is responsible for marketing, client contact and overseeing all aspects of the firm's business operations.

Lee has over 30 years of experience in the design of all types of mechanical HVAC, plumbing and fire protection systems. Lee is experienced in assisting owners in the review of performance contracting proposals, through the development of RFPs, review of proposals and assistance with design implementation.

Lee has extensive experience with all types of projects including LEED certified projects, schools (elementary, middle and high schools), secondary education facilities, multi-family residential, municipal facilities, medical facilities, hospitals, light industrial facilities and recreational facilities.

RELEVANT EXPERIENCE

MOE Local 150

275,000 SF Training Facility Joliet, Illinois

Lufthansa/Air France Cargo Facilities

New Cargo Terminal Facility O'Hare Airport – Chicago, Illinois

Anti-Cruelty Society - Chicago

40,000 SF Addition and Renovation Chicago, Illinois

Stryker Professional Building

90,000 SF Tenant Build-Out Kalamazoo, Michigan Horseshoe Casino

105,000 SF Land Based Facility Hammond, Indiana

St. Patrick's School

New 90,000 SF Facility St. Charles, Illinois

SD 161 - Summit Hill Junior High School

New 160,000 SF Facility Frankfort, Illinois

SD 99 - Downers Grove North High School

100,000 SF Additions plus remodeling Downers Grove, Illinois

Western Illinois University

Simpkins Hall Theatre Renovation

Macomb, Illinois

Olympia Fields Country Club

Remodeling & MEP System Upgrades Olympia Fields, Illinois

Inwood Ice Arena

New Facility Joliet, Illinois





EDUCATION:

BSEE - 1994 Purdue University

Registered Professional Engineer in:

Arizona Arkansas Indiana Alabama Maryland California Illinois Nebraska Kansas Massachusetts Nevada North Carolina North Dakota New Hampshire Tennessee Oklahoma Florida Washington New York Michigan Washington DC Oregon Delaware Missouri

LEED Accredited Professional

New Mexico



Key Personnel

DAVID JANNEY, P.E., LEED AP VICE PRESIDENT - ELECTRICAL

David joined Millies Engineering Group in 1988 as an electrical design draftsman and has been Project Engineer/Manager, Computer System Manager, Electrical Department Head and Senior Associate.

As Vice President and Principal, David is responsible for marketing, client contact and overseeing all aspects of electrical engineering design.

David has over 25 years of expertise in lighting design, audio/visual/data technology and communication systems, emergency and normal power distribution systems as well as fire alarm, security, and other low voltage systems. David has extensive experience with all types of projects including schools (elementary, middle and high schools), higher education facilities, municipal facilities, medical facilities, hospitals, light industrial facilities and recreational facilities.

RELEVANT EXPERIENCE

SD 152.5 - East Hazel Crest

Elementary Schools

New Facilities, 130,000 SF each East Hazel Crest, Illinois

SD 201U - Crete High School

New 340,000 SF Facility Crete, Illinois

Stryker Medical Office

95.000 SF Build-Out Kalamazoo, Michigan

Centennial Park - LEED Certified

Sourgas Turbines, Clubhouse, And Park Expansion On **Existing Landfill** Munster, Indiana

Franciscan Hospital

New Central Plant Facility Dyer, Indiana

DeKalb Medical Clinic

New 68,000 SF Facility DeKalb, Illinois

South Suburban College

(22) Facility Remodeling Projects (20) MEP System Upgrade Projects South Holland, Illinois

Healthcare System 1.0 MVA Data Center

Lafayette, Indiana

Purdue University Calumet

(14) Facility Remodeling Projects (6) Purdue Research Center Build-Outs Hammond, Indiana

Abbeys at Hampton Condominiums

Two New Buildings Hinsdale, Illinois

Private Healthcare Network Data Center

New 1 MVA Data Center (Modified Tier 3 Installation) Lafayette, Indiana





EDUCATION:

BSME – 1984 Illinois Institute of Technology Chicago, Illinois

Registered Professional Engineer in:

Indiana Illinois Michigan Oklahoma Georgia Hawaii Wisconsin California Kentucky Oregon Nevada Florida Rhode Island Arkansas Louisiana Wyoming Utah Montana

Key Personnel

WILLIAM A. HROMADA, JR., P.E. VICE PRESIDENT - MECHANICAL

Bill joined Millies Engineering Group in 1991 as a Project Engineer/ Project Manager, and has since been Director of Engineering and a Senior Associate and then became Principal.

Bill is responsible for marketing, client contact and overseeing all aspects of mechanical engineering for the firm.

Bill has over 30 years of experience in the engineering of mechanical HVAC, plumbing and fire protection systems. His extensive experience includes the markets of education (K-12), healthcare/hospitals, municipal, commercial, theatrical, religious, recreational, food service and industrial facilities.

RELEVANT EXPERIENCE

SD 201U - Crete Monee High School

New 340,000 SF Facility

Crete, Illinois

SD 202 - Plainfield Central High

School

New 275,000 SF Facility Plainfield, Illinois

Sand Creek Country Club

New Clubhouse Facility Chesterton, Indiana

C.W. Avery Family YMCA Facility

New 57,000 SF Facility Plus Pool

Addition

Plainfield, Illinois

Tinley Park Police Facility

New 50,000 SF Facility Tinley Park, Illinois

Hammond Justice Facility

New 45,000 SF Facility Hammond, Indiana

Looking Glass Theatre

Theater Renovation Chicago, Illinois

Franciscan Hospital

New Central Plant Facility

Dyer, Indiana

DeKalb Medical Clinic

New 68,000 SF Facility

DeKalb, Illinois

Crown Point Library

New 45,000 SF Facility Crown Point, Indiana

State Theatre

Theater Renovation/Stage House

Addition

Traverse City, Michigan

National Guard Readiness Center

New Facility at Gary Regional

Airport

Gary, Indiana





EDUCATION: BSMET – 1993 Purdue University, School of Technology West Lafayette, Indiana

LEED Accredited Professional



ASHRAE
Commissioning Process
Management Professional
(CPMP)

Key Personnel

JOE CASH, LEED AP, CPMP
SENIOR ASSOCIATE - MECHANICAL ENGINEER

Joe joined Millies Engineering Group in 1999 as a Project Engineer, and is responsible for CAD system production, HVAC and plumbing system layout, design, calculations, specifications and cost estimates as a Project Manager and provides corporate management input in his role as Senior Associate. Joe is also responsible for coordination of mechanical/electrical trades, client contact, budgeting, construction administration and field observations.

Joe was previously employed as a Project Designer with GKC & Associates (1993 to 1996) and as a Project Manager with BR+A, Inc. from 1996 to 1999.

Joe has served as Project Manager for INTAC/IBEW, a joint educational, banking, and union facility which earned LEED Silver. Further, Joe has been responsible for LEED Commissioning on several projects.

RELEVANT EXPERIENCE

IBEW Local 167

New 40,000 SF Training Facility Merrillville, Indiana

Trinity Christian College

Athletic Recreation Center Addition/ Renovation Palos Heights, Illinois

SD 33C - William Young Elementary

New 77,500 SF Facility Homer Glen, Illinois

SD 194 - Columbia Junior High School

New 120,000 SF Facility Steger, Illinois

Franciscan Hospital

New Data Center Facility Lafayette, Indiana

Eisenhower Library

New 47,000 SF Facility – Commissioning Harwood Heights, Illinois

Crown Point Library

New 45,000 SF Facility Crown Point, Indiana

DeKalb Medical Clinic

New 68,000 SF Facility DeKalb, Illinois

McDonald's Corporation

Test Kitchen Laboratory Oak Brook, Illinois

St. John the Evangelist Roman

Catholic Church

New 45,000 SF Church Facility St. John, Indiana

Rockbridge Data Center

New 4,500 SF Facility Serving the County & Washington Lee University Rockbridge, Virginia





EDUCATION: MSE - 2005 Purdue University

Key Personnel

PETER FRICK DESIGN ENGINEER - ELECTRICAL

Peter joined Millies Engineering Group in 2006 as an electrical design draftsman and is currently a design engineer in the Electrical Department.

Peter's responsibility is the interior and exterior lighting design on projects. Additionally on selected projects, he is also responsible for the power and low voltage design in addition to the lighting portion of the project.

Peter has over 8 years of expertise in lighting design, lighting control systems, emergency and normal power distribution systems as well as fire alarm, security, and other low voltage systems. Peter has extensive experience with all types of projects including schools (elementary, middle and high schools), higher education facilities, municipal facilities, medical facilities, hospitals, light industrial facilities and recreational facilities.

RELEVANT EXPERIENCE

SD 152.5 – East Hazel Crest Elementary Schools

New Facilities, 130,000 SF each East Hazel Crest, Illinois

SD 502 - Hall High School

New 130,000 SF Facility Spring Valley, Illinois

Stryker Medical Office

95,000 SF Build-Out Kalamazoo, Michigan

SD 158 - Reavis Elementary 71,000 SF Addition/Remodeling

Lansing, Illinois

SD 158 - Oak Glen Elementary

77,000 SF Expansion Lansing, Illinois

South Suburban College

(10) Facility Remodeling Projects(10) MEP System Upgrade ProjectsSouth Holland, Illinois

Healthcare System 1.0 MVA Data Center

Lafayette, Indiana

Purdue University Calumet

(4) Facility Remodeling Projects Hammond, Indiana

Community Park

Park and Softball Field

Renovation

Munster, IN

Community Hospital

Patient Room Remodeling

Munster, Indiana

American Machine

New Industrial Manufacturing Facility Munster, Indiana





EDUCATION: BSEE – 2009 Purdue University - West Lafayette

Wyoming

Registered Professional Engineer in:

Illinois Rhode Island
Connecticut Georgia
Louisiana Maine
Mississippi Indiana
South Carolina South Dakota

Key Personnel

STEVEN MILLIES, P.E. PRINCIPAL – ELECTRICAL ENGINEER

Steven rejoined Millies Engineering Group in 2015 as a project engineer in the Electrical Department.

Steven's responsibilities include the design of power, lighting, fire alarm and low voltage systems across multiple markets as well as corporate management duties as a Principal of the firm.

Steven has experience in the design of power, lighting and fire alarm systems in the greater Chicago area. Steven has extensive experience in healthcare design, as well as experience with the design of K-12 schools, higher education, commercial offices, and data center facilities.

RELEVANT EXPERIENCE

Northwestern Memorial Hospital -Outpatient Care Pavilion

998,000 SF Ambulatory High-rise Chicago, Illinois

<u>University of Chicago –</u> Lab Renovation

Geophysical Sciences Lab Renovation Hyde Park, Illinois

SD 124 – Northview Elementary 40,000 SF Addition and Renovation Peru, IL

Presence Health - Tenant Fit-Out 50,000 SF Commercial Fit-out Chicago, Illinois

Northwestern University – Laser Lab

2,000 SF Photonics Lab Renovation Evanston, Illinois

Loyola University Health System – Oncology Center Renovation

16,000 SF Hospital Renovation

Maywood, Illinois

Advocate South Suburban Hospital - Pediatric Renovation

Pediatric Wing Renovation Hazel Crest, Illinois

SD 73 – Gardner-South Wilmington High School

Electrical upgrades Gardner, IL

Village of Frankfort – Water Treatment Plant

New Water Treatment Facility Frankfort, IL

Municipal – Parks and Recreation



Munster Parks and Recreation, Indiana

Centennial Park

New Pavilions, Clubhouse and Amphitheatre

Community Park

New Concession Buildings

Munster War Memorial

New Pavilion Building and Memorial Lighting

Munster Community Pool

New Aquatic Center

Hammond Civic Center

Fitness Center Renovation Project Hammond, Indiana

Mokena Community Park District, Illinois

The Oaks Fitness Center

New Recreational and Fitness Building

Hecht Park

Park Expansion - Site Utilities

Mt. Zion Parks and Recreation

New Pavilions, Clubhouse and Amphitheatre Mt. Zion, Illinois

Michigan City Parks & Recreation

Site Electrical Distribution Expansion Michigan City, Indiana

Marquette Park - New Pavilion

Kitchen MEP Design Work Gary, Indiana

Municipal - General



Sauk Village Community Center

New Facility Sauk Village, Illinois

Markham City Hall

New Facility Markham, Illinois

Utica Village Hall Buidling

New Facility Utica, Illinois

Bolingbrook Town Center

Addition and Renovations Bolingbrook, Illinois

Tinley Park Village Hall

Addition and Renovations Tinley Park, Illinois

Joliet Municipal Building

Facility Renovation Joliet, Illinois

Michigan City Administration Building

Emergency Response Center Michigan City, Indiana

Munster Municipal Center Renovation

Facility Renovation Munster, Indiana

Olympia Fields Administration Building

New Facility Renovation Olympia Fields, Illinois

Porter County Administration Building

Conference Room Valparaiso, Indiana

Municipal – Fire Stations



Orland Park, Illinois

New Stations #3, #4, #5 & #6

North Aurora, Illinois

New Station #2

Oswego, Illinois

New Stations #3 & #4

East Chicago, Indiana

New Stations #2, #3 & #5

New EMS and Hazmat Facilities

Matteson, Illinois

New Station & 911 Call Center

Portage, Indiana

New Station

Tinley Park, Illinois

New Stations #3 & #4

Evergreen Park, Illinois

New Station

Plainfield, Illinois

New Station

Naperville, Illinois

New Station #8

Michigan City, Indiana

New Stations

Elwood, Illinois

New Station

New Lenox, Illinois

New Station

South Holland, Illinois

New Station #2

Municipal – Libraries



Crown Point Library

New 45,000 SF Facility Crown Point, Indiana

Nancy McConathy Library

New 8,000 SF Facility Sauk Village, Illinois

Homewood Library

Remodeling Projects Homewood, Illinois

South Holland Public Library

Addition and Remodeling Projects
South Holland, Illinois

Eisenhower Library

HVAC Commissioning Services Harwood Heights, Illinois

Lake County Public Library

Addition and HVAC Renovations Merrillville, Indiana

Joliet Public Library

Lighting and HVAC Renovation Projects
Joliet. Illinois

E. Chicago Library - Baring Ave. Branch

Remodeling Projects
East Chicago, Indiana

E. Chicago Library - Main Branch

Remodeling Projects East Chicago, Indiana

Steger/South Chicago Heights Library

Remodeling Projects Steger, Illinois

Municipal – Police Stations



Tinley Park Municipal Facility

New Facility
Tinley Park, Illinois

Palos Heights Police Facility

New Facility Palos Heights, Illinois

Monee Police Facility

New Facility and Renovation Monee, Illinois

<u>Lake County Sheriff Marine</u> <u>Unit Building</u>

New Facility East Chicago, Indiana

Calumet City Police Facility

New Facility
Calumet City, Illinois

Bolingbrook Police Department

Addition/Renovation Bolingbrook, Illinois

Burnham Police Facility

Addition/Renovation Burnham, Illinois

Michigan City Police Department

Addition Michigan City, Indiana

Lansing Police Department

HVAC Renovation Lansing, Illinois

Chicago Police Department Area 3

Fifth Floor Remodeling Chicago, Illinois

Municipal – Public Works



Bridgeview Storm Water Pump Station

New Pump Station Facility Electrical Design Bridgeview, Illinois

Village of Manhattan

New Well Pump Facility (#6) Manhattan, Illinois

Alsip Pumping Station

New Pumping Station Facility Alsip, Illinois

Calumet City New Water Pumping Station

New Pumping Station Facility Calumet City, Illinois

Munster Maintenance Building

New Office/Maintenance Facility

Munster, Indiana

Sauk Village Water Treatment Plants 1 & 2

Expansion of Existing Main Pump Station Sauk Village, Illinois

Valparaiso Water Department

New Addition Valparaiso, Indiana

Romeoville Pump Station

Remodel Existing Building Romeoville, Illinois

Merrillville Water Station

Remodeling - Pumping Station Capacity Expansion Merrillville, Indiana

East Chicago Sanitary District

Miscellaneous Sanitary District Projects East Chicago, Indiana

Three Storage Buildings for IDOT

New Building Addition
Piper City, Spring Valley, and Morris, Illinois

Educational – Elementary Schools



SD 86 - Gompers Elementary School

New 82,000 SF Facility Joliet, Illinois

SD 33C - William Young Elementary

New 77,500 SF Facility Homer Glen, Illinois

SD 124 - Parkside Elementary School

New 92,000 SF 5-8 Grade Facility Peru, Illinois

SD 30C - Hofer Elementary School

New 73,000 SF Facility Plainfield, Illinois

SD 30C - Troy 5/6 Elementary School

New 120,000 SF Facility Plainfield, Illinois

SD33C - Luther J. Schilling School

60,000 SF Facility Addition and Renovation Lockport, Illinois

SD 201U - Crete Elementary School

New 62,000 SF Facility Crete, Illinois

SD 53 - Liberty 5/6 Center

New 90,000 SF Facility Bourbonnais, Illinois

Gary School Corporation

(3) New 90,000 SF Facilities Gary, Indiana

SD 161 - Summit Hills - K-4

New 140,000 SF Facility Frankfort, Illinois

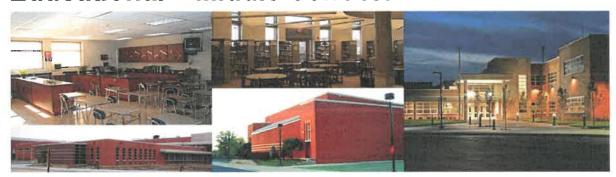
SD 149 - Dirksen Elementary School

New 55,000 SF Facility Calumet City, Illinois

SD 152.5 - Woodland and Bunche Elementary Schools

New 130,000 SF Facilities Hazel Crest and Markham, Illinois

Educational - Middle Schools



SD 202 - John F. Kennedy Middle School

New 115,000 SF Facility Plainfield, Illinois

SD 161 - Summit Hill Junior High School

New 160,000 SF Facility Frankfort, Illinois

SD 202 - Aux Sable Middle School

New Facility Plainfield, Illinois

SD 194 - Columbia Junior High School

New 120,000 SF Facility Steger, Illinois

SD 202 - Ira Jones Middle School

New Facility Plainfield, Illinois

SD 30C - Troy Community Middle School

New 158,000 SF Facility Shorewood, Illinois

SD 146 - Tinley Park Middle School

New 148,000 SF Facility Tinley Park, Illinois

SD 202 - Heritage Grove Middle School

New Facility Plainfield, Illinois

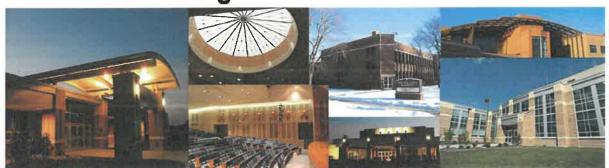
SD 202 - Timber Ridge Middle School

New 123,000 SF Facility Plainfield, Illinois

SD 147 - Dixmoor Junior High School

New Facility
Dixmoor, Illinois

Educational – High Schools



SD 209U - Wilmington High School

New 144,000 SF Facility Wilmington, Illinois

SD 201U - Crete Monee High School

New 340,000 SF Facility Crete, Illinois

SD 207U - Peotone High School

New 135,000 SF Facility Peotone. Illinois

Three Rivers High School

New 180,000 SF Facility Three Rivers, Michigan

SD 200 - Woodstock High School

200,000 SF Addition/Remodeling Woodstock, Illinois

SD 202 - Plainfield Central High School

New 275,000 SF Facility Plainfield, Illinois

SD 202 - Plainfield Central High School

New 100,000 SF Freshman Center Addition Plainfield, Illinois

SD 99 - Downers Grove North High School

100,000 SF Additions plus remodeling Downers Grove, Illinois

SD 99 - Downers Grove South High School

100,000 SF Additions plus remodeling Downers Grove, Illinois

SD 87 - Glenbard N/S/E/W High Schools

150,000 SF Additions plus remodeling Glen Ellyn/Lombard/Carol Stream, Illinois

Entertainment – Recreation



Hammond Marina

New Harbor Pavilion Building 6,000 SF Yacht Club Addition Dock Modifications Hammond, Indiana

Lake County Visitor Center

New Facility Hammond, Indiana

Genesis Convention Center

System Work Gary, Indiana

Inwood Ice Arena

New Facility Joliet, Illinois

Centennial Park

Park and Clubhouse Munster, Indiana

C.W. Avery Family YMCA Facility

New 57,000 SF Facility Pool addition Plainfield, Illinois

Munster War Memorial Park

Electrical Site Lighting and Power Munster, Indiana

Deep River Water Park

Park Expansion Electrical Work Crown Point, Indiana

Horseshoe Casino

Remodeling Hammond, Indiana

Taltree Arboretum & Gardens

Train Garden and Depot Facility Valparaiso, Indiana

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: Robert Juris and Associates Architects, Ltd.
Street Address: 9500 Bormet Dr, Ste #205
City, State, Zip: Mokena, IL 60448
Contact Name: Jonathan Murawski
Phone: <u>708-514-4890</u>
E-Mail address: j.murawski@rjaarchitects.com
Signature of Authorized Signee:
Fitle: Vice President
Date: <u>2/16/2022</u>
ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.



The undersigned	Jonathan Murawski , as Vice President (Enter Name of Person Making Certification)
and on behalf of	Robert Juris and Associates Architects, Ltd. , certifies that: (Enter Name of Business Organization)
1) BUSINESS OF	RGANIZATION:
The Proposer	is authorized to do business in Illinois: Yes [/] No []
Federal Empl	oyer I.D.#: EIN = 36-3865104 (or Social Security # if a sole proprietor or individual)
The form of b	ousiness organization of the Proposer is (<i>check one</i>):
Partnersh LLC	dent Contractor <i>(Individual)</i> nip
<u>√</u> Corporat	ion IL 1992 (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-rotating" 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 [7] 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 Right 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.

RFQ 22-004

5) TAX CERTIFICATION: Yes M 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:

-7	CK		<u>-</u>
Sigi	nature of A	uthorized	Officer
Jon	athan Mura	wski	
Nai	ne of Auth	orized O	fficer
Vice	President		
Title)		
2/16	3/2022		
Dat	е		

REFERENCES

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

Bidder's Name: Robert Juris and Associates Architects, Ltd. (Enter Name of Business Organization) 1. ORGANIZATION Alsip Park District **ADDRESS** 12521 S. Kostner Ave, Alsip, IL 60803 PHONE NUMBER 708-389-1003 CONTACT PERSON Jeannette Huber - Director 2014-present (master planning and additions) YEAR OF PROJECT 2. ORGANIZATION Village of Romeoville Public Works **ADDRESS** 615 Anderson Dr. Romeoville, IL 60446 PHONE NUMBER 815-886-1870 CONTACT PERSON Eric Bjork - Director YEAR OF PROJECT 2019-2021 3. ORGANIZATION Mokena Park District **ADDRESS** 10925 W. LaPorte Rd, Mokena, IL 60448

PHONE NUMBER

CONTACT PERSON

YEAR OF PROJECT

708-390-2401

Greg Vitale

2021-2022



INSURANCE REQUIREMENTS

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:

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

↓ <u>UMBRELLA/EXCESS PROFESSIONAL LIABILITY</u> \$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 2/16/2022	
1 4/2	
Signature	
Jonathan Murawski	
Printed Name	Authorized to execute agreements for:
Vice President	Robert Juris & Associates Architects, Ltd.
Title	Name of Company

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/17/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER			CONTACT NAME:			
			PHONE (A/C, No. Ext):	(888) 780-5381	FAX (A/C, No):	(866) 828-2424
WTW MIDWEST INC			E-MAIL ADDRESS:	Certificate@Hanover.com		4
233 S WACKER DR, SUITE 2000				INSURER(S) AFFORDING COVERAGE		NAIC#
CHICAGO	IL	60606	INSURER A:	Hanover Insurance Co		22292
INSURED			INSURER B:	Allmerican Financial Alliance		10212
ROBERT JURIS & ASSOCIATES			INSURER C :			
LTD			INSURER D :			
9500 BORMET DR STE#205			INSURER E :			
MOKENA	IL	60448	INSURER F:			

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.

ISR TR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
Ì	OS ANNO HIJESE (F) GOSSIA		Y		9020 10 09/19/2021	09/19/2022	MED EXP (Any one person)	\$ 10,000
		Υ		OHC 9259020 10			PERSONAL & ADV INJURY	\$ 1,000,000
Ī	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
İ	POLICY PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
Ī	ANY AUTO					09/19/2022	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY	N	N	OHC 9259020 10	09/19/2021		BODILY INJURY (Per accident)	\$
	✓ HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
- 1								\$
	✓ UMBRELLA LIAB ✓ OCCUR						EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	Υ	Y	OHC 9259020 10	09/19/2021	09/19/2022	AGGREGATE	\$ 2,000,000
1	DED ✓ RETENTION\$							\$
	WORKERS COMPENSATION						✓ PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N /		Y	WIKO 0050000 40	09/19/2021	09/19/2022	E.L. EACH ACCIDENT	\$ 500,000
			1	WKC 9253666 10	09/19/2021	09/19/2022	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
	Architects & Engineers Prof Liab	N	N	LHC 9289927 10	09/19/2021	09/19/2022	Claims-Made: \$2M Claim/\$2	2M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAMED INSURED CONT: DBA ROBERT JURIS & ASSOCIATES ARCHITECTS LTD; ROBERT JURIS AND ASSOCIATES ARCHITECTS LTD; LTD DBA ROBERT JURIS AND ASSOCIATES ARCHITECTS LTD.

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents are Additional Insured on the General Liability with respects to Ongoing and Completed Works/Operations pursuant to the terms and conditions by forms 391-1937 and 391-1602. Additional Insured is Primary and Noncontributory to the extent provided by form 391-1003 (pg 79 of 81). Waiver of Subrogation as provided by form WC000313 and 391-1003 (pg 80 of 81). Cancellation Notice will be provided to the Certificate Holder pursuant to endorsement: 401-1235. Such notice is solely for the purpose of informing the Certificate Holder of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

CERTIFICATE HOLDER		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.
VILLAGE OF ORLAND PARK		AUTHORIZED REPRESENTATIVE
14700 S RAVINIA AVENUE ORLAND PARK	IL 60462	Southisticker

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:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization	Location And Description Of Completed Operations
The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents	THE UNITED STATES OF AMERICA (INCLUDING ITS TERRITORIES AND POSSESSIONS), PUERTO RICO AND CANADA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II – LIABILITY:**

A. The following is added to SECTION II – LIABILITY, C. Who Is An Insured:

Any person or organization shown in the Schedule above is also an additional insured, 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 above, performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the

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

B. The following is added to SECTION II – LIABILITY, D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Person or Organization	Location of Covered Operations
respective officers trustees directors	THE UNITED STATES OF AMERICA (INCLUDING ITS TERRITORIES AND POSSESSIONS), PUERTO RICO AND CANADA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II – LIABILITY:**

A. The following is added to SECTION II – LIABILITY, C. Who is an Insured:

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured at the location designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- d. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. The following is added to SECTION II LIABILITY, B. Exclusions:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. 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 at the location of the covered operations has been completed; or
- b. 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.
- C. The following is added to SECTION II LIABILITY, D. Liability and Medical Expenses Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY COMMERCIAL PROPERTY COVERAGE PART BUSINESS AUTO COVERAGE FORM BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
The Village of Orland Park	14700 S RAVINIA AVENUE ORLAND PARK, IL 60462	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Page 1 of 1

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 09/19/2021

at 12:01 A.M. standard time, forms a part of

(DATE)

Policy No. WKC 9253666 10

of the Hanover Insurance Co

(NAME OF INSURANCE COMPANY)

issued to ROBERT JURIS & ASSOCIATES

Premium (if any) \$ 0

Authorized Representative

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

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE POLICYHOLDERS EMPLOYEES.

- SECTION I PROPERTY, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
- 2. SECTION II LIABILITY, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. SECTION I - PROPERTY

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I – PROPERTY.**

2. SECTION II - LIABILITY

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II – LIABILITY**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

- (1) For the sole negligence of the Additional Insured; or
- (2) When the Additional Insured is an Additional Insured under another liability policy.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) 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; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION II – LIABILITY, Exclusion g. Aircraft, Auto or Watercraft; and
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **SECTION II** – **LIABILITY** 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.
- c. 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 selfinsured amounts under all that other insurance.
- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of 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.

f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. 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.

I. Premiums

- The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - **b.** Will be the payee for any return premiums we pay.
- The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

- premium in accordance with our rates and rules then in effect.
- 3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - Paid to us prior to the anniversary date;
 and
 - b. Determined in accordance with paragraph2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

- This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
- 2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

 Applicable to SECTION I – PROPERTY Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

Christine Fiala

No. of Refunds: 0 Total Refunds: \$0.00

From: Sent: To: Subject:	automation@networkmerchants.com Thursday, May 19, 2022 7:35 PM Christine Fiala NMI Settlement Report for Village OF Orland Park - Orland Park
[External Mail] Use caution with lin	iks and attachments.
A total of \$60.00 has been settl	ed for your account Village OF Orland Park - Orland Park.
Total No. of Charges: 1 Total Charges: \$60.00	
Total No. of Refunds: 0 Total Refunds: \$0.00	
Listed below are the totals brok	cen down by payment types:
=== American Express ==== No. of Charges: 0 Total Charges: \$0.00	
No. of Refunds: 0 Total Refunds: \$0.00	
No. of Charges: 1 Total Charges: \$60.00	:
No. of Refunds: 0 Total Refunds: \$0.00	
==== Master Card ===== No. of Charges: 0 Total Charges: \$0.00	
No. of Refunds: 0 Total Refunds: 0	
====== Discover ====== No. of Charges: 0 Total Charges: \$0.00	

You can retrieve additional information about the transactions by logging into your Merchant Control Panel.