

CLERK'S CONTRACT and AGREEMENT COVER PAGE

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Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:



ORLAND PARK

VILLAGE ADMINISTRATIVE LAW JUDGE SERVICES (Professional and Consulting Services Contract)

This Contract is made this 8th day of January, 2021 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and VICTOR E. PUSCAS, JR., ATTORNEY AT CAMIC JOHNSON, Ltd (hereinafter referred to as the "ATTORNEY").

WITNESSETH

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

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

- This Contract
- The Request for Qualifications (RFQ) issued on October 23, 2020
- The Proposal dated November 23, 2020, as it is responsive to the VILLAGE's requirements
- Certificate of Compliance
- Certificates of Insurance

SECTION 2: SCOPE OF THE WORK, SERVICES, AND PAYMENT: The ATTORNEY will perform for the benefit of the VILLAGE the services as an Administrative Law Judge described in the RFQ, which is included under separate cover and incorporated herein (the "SERVICES"). The ATTORNEY must furnish all professional services, labor, materials, tools, equipment, and supervision necessary or appropriate to fully perform the SERVICES and all other duties and responsibilities of the ATTORNEY pursuant to this Contract (hereinafter referred to as the "WORK").

ATTORNEY represents that all employees utilized by ATTORNEY are fully trained. ATTORNEY understands that no training will be provided by the VILLAGE. In performing its obligations pursuant to this Contract, ATTORNEY will do nothing that could adversely affect the goodwill or reputation of the VILLAGE.

The VILLAGE agrees to pay the ATTORNEY pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for the performance of the WORK:

Administrative Law Judge - Legal Services	\$175 per hour
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The ATTORNEY shall submit invoices in the approved VILLAGE format to the Village Manager for the fees charged by the ATTORNEY for performing the SERVICES. The amount billed in each invoice for the WORK shall be based solely upon the rates set above. The ATTORNEY shall maintain records showing actual time devoted and type of work performed per classification and shall submit such records in support of its invoices, and shall permit the VILLAGE to inspect and audit all data and records of the ATTORNEY for work done pursuant to this Contract.

The ATTORNEY acknowledges and agrees that the VILLAGE shall not be liable for any costs incurred by the ATTORNEY in connection with any services provided by the ATTORNEY that are outside the scope of this Contract ("Additional Services"), regardless of whether such Additional Services are requested or directed by the VILLAGE, or

1
Jr.

Village Administrative Law Judge - Victor E. Puscas,

anyone associated with the VILLAGE, except upon the prior written consent of the Village Manager.

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

SECTION 4: TERM OF THE CONTRACT This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for three years from that date, with the option to renew at the VILLAGE's discretion for up to two (2) additional years. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEPENDENT CONTRACTOR STATUS: To the fullest extent permitted by law, the ATTORNEY shall be an independent contractor hereunder and neither the ATTORNEY nor anyone acting on its behalf shall be deemed an agent, employee, joint employee, or servant of VILLAGE. Neither VILLAGE nor ATTORNEY shall have any right to act on behalf of or bind the other party for any purpose. The ATTORNEY shall not be considered as having an employee status, nor shall the VILLAGE make any deductions or withhold any sums for the payment of any and all applicable federal, state, local and other taxes, income taxes, or FICA taxes. The ATTORNEY shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the VILLAGE pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the VILLAGE. As an independent contractor, it is the responsibility of the ATTORNEY to file all necessary tax returns (federal, state, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in his profession. As an independent contractor, the ATTORNEY agrees that he is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the VILLAGE and agrees not to file any such claims in the event this Contract is terminated or if he is injured performing the SERVICES under this Contract. The ATTORNEY agrees to assume all risk of death, illness and injury relative to performing any SERVICES under this Contract. The ATTORNEY is an independent contractor and not the VILLAGE'S employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, et seq.).

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

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of ATTORNEY or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The ATTORNEY further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the

ATTORNEY in compliance with the CONTRACT DOCUMENTS.

SECTION 7: COMPLIANCE WITH LAWS: ATTORNEY agrees to comply with all federal, state and local laws, ordinances, statutes, rules, and regulations including but not limited to the Illinois Human Rights Act as follows: ATTORNEY hereby agrees that this Contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the ATTORNEY and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The ATTORNEY shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. ATTORNEY and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. ATTORNEY and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this Contract.

The ATTORNEY shall obtain all necessary local and state licenses and/or permits that may be required for the performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:
Diana Porcelli
Executive Assistant to the Mayor
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 630-859-0135
Facsimile: 708-403-6169
e-mail: dporcelli@orlandpark.org

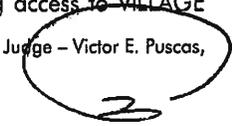
To the ATTORNEY:
Victor E. Puscas, Jr.
Camic Johnson, LTD
546 West Galena Boulevard
Aurora, Illinois 60506
Telephone: 708-403-6160
Facsimile: 630-859-1910
e-mail: vic@camicjohnson.com

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

SECTION 9: STANDARD OF SERVICE: SERVICES shall be rendered to meet or exceed those professional standards met by others providing the same or similar services in the Metropolitan Chicago area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The ATTORNEY'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with VILLAGE residents or VILLAGE employees in a respectful manner. At the request of the VILLAGE Manager or a designee, the ATTORNEY shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The ATTORNEY shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the VILLAGE Manager or a designee.

SECTION 11: VILLAGE PROPERTY: Upon expiration of this Contract or termination for any reason, ATTORNEY will forthwith deliver and assign to the VILLAGE all the results performed by ATTORNEY pursuant to this Contract including but not limited to all documents, records, notebooks and repositories of or containing secret, confidential or proprietary information concerning the VILLAGE or its business affairs or products, including all copies thereof in the ATTORNEY's possession, whether prepared by the ATTORNEY or others, and all other property of the VILLAGE in the ATTORNEY's possession, including keys and access or security cards providing access to VILLAGE



facilities or equipment. In the absence of permission by the VILLAGE, the ATTORNEY will not at any time during the term or after the termination of this Contract reveal, divulge or make known to any person outside the VILLAGE's business organization, or use for the ATTORNEY's own account, any secret, confidential or proprietary information concerning the VILLAGE or its business, affairs or products (whether or not developed in whole or in part by the ATTORNEY's efforts). The ATTORNEY will at no time, either during the term or after termination of this Contract make any use of any such information except for the benefit of the VILLAGE.

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

SECTION 13: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the VILLAGE has contracted. The VILLAGE will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the VILLAGE for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the VILLAGE within two (2) business days of the request being made by the VILLAGE. The undersigned agrees to indemnify and hold harmless the VILLAGE from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the VILLAGE under this Contract.

SECTION 14: DEFAULT: If it should appear at any time that the ATTORNEY has failed or refused to perform, or has delayed in the performance of, the SERVICES with diligence at a rate that assures completion of the SERVICES in full compliance with the requirements of this Contract, or has otherwise failed, refused or delayed to perform or satisfy the SERVICES or any other requirement of this Contract ("Event of Default"), and fails to cure any such Event of Default within five (5) business days after the ATTORNEY'S receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the VILLAGE shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

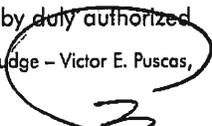
- a) Cure by ATTORNEY. The VILLAGE may require the ATTORNEY, within a reasonable time, to complete or correct all or any part of the SERVICES that are the subject of the Event of Default; and to take any or all other action necessary to bring the ATTORNEY and the SERVICES into compliance with this Contract.
- b) Termination of Contract by VILLAGE. The VILLAGE may terminate this Contract without liability for further payment of amounts due or to become due under this Contract after the effective date of termination.
- c) Withholding of Payment by VILLAGE. The VILLAGE may withhold from any payment, whether or not previously approved, or may recover from the ATTORNEY, any and all costs, including attorneys' fees and administrative expenses, incurred by the VILLAGE as the result of any Event of Default by the ATTORNEY or as a result of actions taken by the VILLAGE in response to any Event of Default by the ATTORNEY.

SECTION 15: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and the venue for legal disputes shall be Cook County, Illinois.

SECTION 16: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 17: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

Jr. 4 Village Administrative Law Judge – Victor E. Puscas, 

agents of the parties.

FOR: THE VILLAGE OF ORLAND PARK

By: *G. Koczwar*

Print Name: George Koczwar

Its: Village Manager

Date: 1-7-21

VICTOR E. PUSCAS, JR.

By: *Victor E. Puscas*

Print Name: VICTOR E. PUSCAS, JR.

Date: 1/7/21

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CAMIC JOHNSON, LTD.
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAW

DAVID E. CAMIC*
GARY V. JOHNSON
VICTOR E. PUSCAS, JR.

STEPHEN C. WILSON
WALTER W. JOY (1957-2012)
MARVIN BLOOM
OF COUNSEL

*ALSO ADMITTED IN
NEW YORK

546 WEST GALENA BOULEVARD
AURORA, ILLINOIS 60506

630-859-0135
630-859-1910 FAX
camicjohnson.com
600-750-0135

SYCAMORE

207 WEST STATE STREET
SUITE D
SYCAMORE, ILLINOIS 60178

615-899-0155

October 23, 2020

Ms. Diana Porcelli
Executive Assistant to the Mayor
VILLAGE OF ORLAND PARK
14700 Ravinia Avenue
Orland Park, Illinois 60462

**RE: Statement of Interest
Administrative Hearing Officer
Village of Orland Park**

Dear Ms. Porcelli:

Please allow this correspondence to serve as my clear and detailed statement of interest identifying why I am interested in the position of Administrative Hearing Officer in and for the Village of Orland Park. As you can see from my resume and attached list of Illinois Municipalities, I currently work, or have worked, as the Administrative Hearing Officer for twenty-five Illinois municipalities and governmental units. I am interested specifically in Orland Park because of my familiarity with the area. I enjoy the area, and I am looking forward to the opportunity to earn your trust to serve your community in addition to the many other Illinois communities who have put their trust in our firm.

I believe I am qualified to perform the duties as outlined because I have completed the required training to become an Administrative Law Judge, I have been certified through the State of Illinois as an Administrative Law Judge, and I have been working for the last 25 years as an Administrative Law Judge for some of the largest municipalities in Illinois. I am a member of the Illinois Association of Administrative Law Judges and I am the past Chairman of the Kane County Bar Association's Administrative Law Committee. In addition, if I am ever unavailable for scheduled hearings due to illness or vacation, our firm will provide an alternate Administrative Law Judge with no interruption of service to the Village of Orland Park.

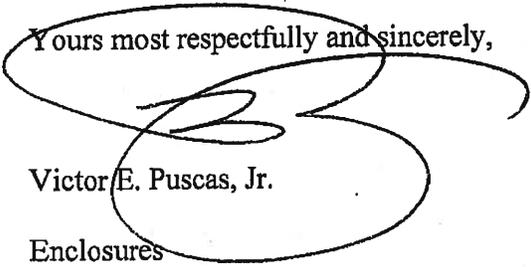
Ms. Diana Porcelli
October 23, 2020
Page 2

I have presided over a variety of violations, including, but not necessarily limited to, property code violations, nuisance violations, vehicle seizure and impoundment, red light photo-enforcement, parking tickets, misdemeanors and any other matter for which an ordinance ticket can be issued.

As far as a mission statement or description of the performance style which will be exhibited, I always point to the fundamental responsibility of the hearing officer to ensure due process. That is, has the municipality given proper notice to the alleged violator, and have I provided them with a proper opportunity to make their case and explain their side of the story, in a fair, non-threatening way. My style is to first of all respect every alleged violator and then listen to their story. I have found that most of them are honest taxpayers who have become involved in a relatively minor violation of a municipal code. If done well, municipal administrative hearings can be an outstanding tool for improving public relations. This benefits the Village because better educated citizens can better appreciate the efforts of their municipal employees to keep their community safe, clean and efficient.

We are aware of no potential conflicts of interest, nor any exceptions taken to this request for proposals. I hope this correspondence answers all of your questions. If you have any questions, or if you need any further information, please do not hesitate to contact me. Until then, I remain,

Yours most respectfully and sincerely,



Victor E. Puscas, Jr.

Enclosures

ADMINISTRATIVE LAW JUDGE
ILLINOIS MUNICIPALITIES

1. Aurora
2. Naperville
3. Schaumburg
4. Wheeling
5. Hoffman Estates
6. Hanover Park
7. Sugar Grove
8. Carpentersville
9. Plainfield
10. Maywood
11. St. Charles
12. Geneva
13. Batavia
14. North Aurora
15. Lily Lake
16. Virgil
17. Highwood
18. Kane County
19. Westmont
20. Downers Grove
21. Montgomery
22. Arlington Heights
23. Joliet
24. Glendale Heights
25. River Forest

VICTOR EDWARD PUSCAS, JR.
546 West Galena Boulevard - Aurora, Illinois 60506 - 630/859-0135

CAREER SUMMARY

An experienced legal professional with 10 years of police experience followed by over 25 years as an Attorney and Judge. Admitted to the Illinois Bar in November 1994, and the Federal Bar for the Northern District of Illinois, including Trial Bar, in December 1994. Admitted to the United States Supreme Court Bar in June 1998. Admitted to the United States Court of Appeals Bar, Seventh Circuit, in June 1999.

EXPERIENCE AND ACCOMPLISHMENTS

Administrative Law Judge (1998-Present)

Appointed by Mayors and City Councils, I preside over municipal administrative ordinance hearings for several Illinois municipalities. I have jurisdiction over misdemeanors, red light violations, building and housing code complaints, parking violations, criminal nuisance violations, vehicle seizures and impoundments, taxi cab licenses, business licenses and public safety alarm complaints.

Member of the Illinois Association of Administrative Law Judges.

Former Chair of the Kane County Bar Association Administrative Law Committee.

Camic, Johnson, Ltd., Aurora, Illinois (1998-Present)

One of the largest, and most successful law firms in the Metropolitan area, whose partners have been chosen by their peers as Leading Illinois Attorneys.

Partner

Practice areas include civil and criminal litigation, family law and corporate collections.

Querrey & Harrow, Ltd., Joliet, Illinois (1996-1998)

One of Illinois' largest law firms specializing in insurance defense and corporate representation. Some of the firm's hundreds of representative clients included State Farm Insurance Company, The Chicago Tribune and Baxter Healthcare. The firm prided itself on being one of Illinois' leading litigation firms.

Associate Attorney

Practice areas included Auto Liability, Premises Liability, Products Liability and Worker's Compensation. Jury trial experience in civil personal injury litigation.

- Appointed Special Assistant Illinois Attorney General
- Appointed Special Assistant Will County State's Attorney

Kane County State's Attorney's Office, St. Charles, Illinois (1994-1996)

A large suburban county west of Chicago with a total population of over one-half million, representing the People of the State of Illinois in criminal prosecutions.

Assistant State's Attorney - Criminal I Division

Responsibilities included authorizing criminal charges against individuals and the subsequent prosecution of those individuals on behalf of the People of the State of Illinois and the arresting police agencies. Jury trial experience in Felony, Misdemeanor and D.U.I. prosecutions.

City of Evanston Police Department, Evanston, Illinois (1990-1994)

A large northern suburb of Chicago with a total population of 80,000 and home to Northwestern University, providing law enforcement services to public and private organizations and individuals.

Patrolman - Field Operations Division

Reported to the Lieutenant of Patrol Services. Responsible for criminal investigations and law enforcement on the midnight shift.

- Promoted to Field Training Officer responsible for training and evaluating recruit officers.

City of Peoria Police Department, Peoria, Illinois (1987-1990)

A large Central Illinois metropolitan center with a total population of 125,000, providing law enforcement services to public and private organizations and individuals.

Detective - Juvenile Services Bureau

Reported to the Deputy Chief of Investigative Services. Responsible for criminal investigations involving juveniles in criminal sexual assault and abuse cases, homicide and street gang activities.

EDUCATION

The John Marshall Law School, Chicago, Illinois (1994)

Juris Doctor

- Selected by the faculty to represent the school in the 1994 American Bar Association Young Lawyer's National Mock Trial Competition.

Loyola University, Chicago, Illinois (2011)

Master of Arts Pastoral Studies

Catholic Theological Union (2019)

Master of Arts (Theology) (2017)

Doctor of Ministry (Theology) (2019)

Illinois State University, Normal, Illinois (1989)

Bachelor of Science, Criminal Justice with Honors.

- Sigma Iota Lambda Pre-Law Honors Fraternity.

OTHER EXPERIENCE

Waubonsee Community College, Sugar Grove, Illinois (1994-1999)

Adjunct Professor, College of Business and Social Sciences. Experience teaching in Criminal Justice, Ethics and Business Law courses.

 **ORLAND PARK**
PROPOSAL SUMMARY SHEET
Administrative Law Judge Services

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

Organization Name: Camic, Johnson, Ltd.

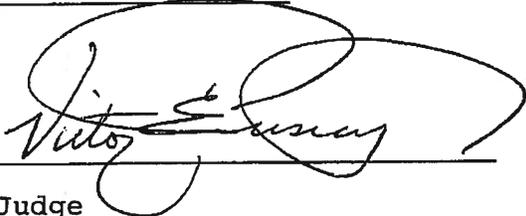
Street Address: 546 West Galena Boulevard

Village, State, Zip: Aurora, Illinois 60506

Contact Name: Victor E. Puscas, Jr.

Phone: (630) 859-0135 Fax: (630) 859-1910

E-Mail address: vic@camicjohnson.com

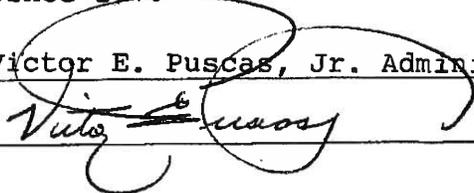
Signature of Authorized Signee: 

Title: Administrative Law Judge

Date: October 26, 2020

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

REFERENCES

ORGANIZATION	City of Aurora
ADDRESS	44 East Downer Place
VILLAGE, STATE, ZIP	Aurora, Illinois 60507
PHONE NUMBER	(630) 256-3060
CONTACT PERSON	Laura Schindel
DATE OF PROJECT	Since 1998
ORGANIZATION	City of Hanover Park
ADDRESS	2121 West Lake Street
VILLAGE, STATE, ZIP	Hanover Park, Illinois 60133
PHONE NUMBER	(630)823-5600
CONTACT PERSON	Officer Kevin Pini
DATE OF PROJECT	Since 2005
ORGANIZATION	Village of Plainfield
ADDRESS	14300 Coil Plus Drive
VILLAGE, STATE, ZIP	Plainfield, Illinois 60544
PHONE NUMBER	(815) 436-2341
CONTACT PERSON	Joan Meyers
DATE OF PROJECT	Since 2010
Responder's Name & Title:	Victor E. Puscas, Jr. Administrative Law Judge
Signature and Date:	 10/26/20

ARDC

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LAWYER SEARCH RESULTS

ARDC Lawyer Search Results from the ARDC database last updated as of October 26, 2020 at 9:00:00 AM: for the following terms: Last Name: Puscas, First Name: Victor, status: All

Name	Date Admitted	City	State	Authorized to Practice?
<u>Victor Edward Puscas, Jr.</u>	November 10, 1994	Aurora	IL	Yes

Address information is not available online for retired judges or lawyers who are retired, inactive, deceased or who never registered with ARDC, due to privacy considerations or because ARDC never received those addresses. For those lawyers, "N/A" is displayed above to indicate that the city and state information is not available online. Click on the name of a lawyer to obtain more detailed information regarding the lawyer, including registration status, registered business address and telephone number if available, and any public disciplinary or disability history.

ARDC ATTORNEY REGISTRATION & PUBLIC DISCIPLINARY RECORD COMMISSION OF THE JUDICIAL BRANCH OF THE ILLINOIS SUPREME COURT

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LAWYER SEARCH: ATTORNEY'S REGISTRATION AND PUBLIC DISCIPLINARY RECORD

ARDC Individual Attorney Record of Public Registration and Public Disciplinary and Disability Information as of October 26, 2020 at 9:00:00 AM:

Full Licensed Name:	Victor Edward Pucas, Jr.
Full Former name(s):	None
Date of Admission as Lawyer by Illinois Supreme Court:	November 10, 1994
Registered Business Address:	Camic Johnson, Ltd. 546 W Galena Blvd Aurora, IL 60506-3855
Registered Business Phone:	(630) 859-0135
Illinois Registration Status:	Active and authorized to practice law - Last Registered Year: 2020
Malpractice Insurance: (Current as of date of registration; consult attorney for further information)	In annual registration, attorney reported that he/she has malpractice coverage.

Public Record of Discipline and Pending Proceedings: None

Check carefully to be sure that you have selected the correct lawyer. At times, lawyers have similar names. The disciplinary results displayed above include information relating to any and all public discipline, court-ordered disability inactive status, reinstatement and restoration dispositions, and pending public proceedings. Investigations are confidential and information relating to the existence or status of any investigation is not available. For additional information regarding data on this website, please contact ARDC at (312) 565-2600 or, from within Illinois, at (800) 826-8625.

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 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Carla N. Richards, as Office Manager
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)
and on behalf of Camic Johnson, Ltd., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Responder is authorized to do business in Illinois: Yes No

Federal Employer I.D. #: 36-3943987
(or Social Security # if a sole proprietor or individual)

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

Sole Proprietor
 Independent Contractor *(Individual)*
 Partnership
 LLC
 Corporation Illinois 04-21-1994
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

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

3) SEXUAL HARRASSMENT POLICY: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public Contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Responder 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

Responder 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 Responder 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 Responder 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 Responder and any person under which any portion of the Responder'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 Responder or other organization and its customers. In the event of the Responder'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 Responder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this 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:

Carla N. Richards
Signature of Authorized Officer

Carla N. Richards
Name of Authorized Officer

Office Manager
Title

10-26-20

Date

 **ORLAND PARK
INSURANCE REQUIREMENTS**

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit
\$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

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

GENERAL LIABILITY (Occurrence basis)

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

LEGAL MALPRACTICE

\$1,000,000 – Each Occurrence \$2,000,000 – Aggregate

Any insurance policies providing the coverages required of the Legal Firm/Attorney, except for Legal Malpractice, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 26 DAY OF OCTOBER, 2020



Signature
VICTOR E. PUSCAS, JR.

Printed Name & Title
ADMINISTRATIVE LAW JUDGE

Authorized to execute agreements for:

CAMIC, JOHNSON, LTD.

Name of Company



Issuing Company:
National Liability & Fire Insurance Company
A Stock Company
Stamford, Connecticut

DECLARATIONS

Attaching To and Forming a Part of Policy No. :		Renewal Policy No. : LP104315						
ITEM 1	NAMED INSURED: Carnic Johnson, Ltd ADDRESS: 546 W Galena Blvd Aurora, IL 60506-3855							
ITEM 2	PREDECESSOR FIRMS: N/A							
ITEM 3	POLICY PERIOD: From 01/01/2020 To 01/01/2021 Both days at 12:01 a.m. at the mailing address of the Named Insured as shown here.							
ITEM 4	RETROACTIVE DATE: 01/01/1987 This insurance will not apply to any act, error, or omission which occurred prior to the date indicated here.							
ITEM 5	LIMITS OF LIABILITY: PER CLAIM: \$ 500,000 AGGREGATE: \$ 1,000,000							
ITEM 6	DEDUCTIBLE: PER CLAIM \$15,000 AGGREGATE: \$ N/A							
ITEM 7	ANNUAL PREMIUM: \$2,776							
ITEM 8	POLICY FORM: ATY-0001-IL-0116							
ITEM 9	ENDORSEMENT SCHEDULE: <table border="0"> <tr> <td>FORM NO.</td> <td>ENDORSEMENT NAME</td> </tr> <tr> <td>ATY-2015-00-0116</td> <td>Economic Sanctions Exclusion</td> </tr> <tr> <td>ATY-9001-IL-0119</td> <td>Illinois Amendatory Endorsement</td> </tr> </table>		FORM NO.	ENDORSEMENT NAME	ATY-2015-00-0116	Economic Sanctions Exclusion	ATY-9001-IL-0119	Illinois Amendatory Endorsement
FORM NO.	ENDORSEMENT NAME							
ATY-2015-00-0116	Economic Sanctions Exclusion							
ATY-9001-IL-0119	Illinois Amendatory Endorsement							
ITEM 10	PRODUCER: Daniels-Head Insurance Agency Inc Po Box 160730 Austin, TX 78716-0730							
ITEM 11	IF YOU HAVE QUESTIONS, PLEASE CALL: 1-877-728-8776							

IN WITNESS WHEREOF, we have caused this Policy to be signed by our president and secretary and countersigned where required by law on the Declarations page by our duly authorized representative.

Countersigned By: _____ Dated: _____