

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

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**Innoprise Contract #:** C22-0060

**Year:** 2022

**Amount:**

**Department:** Public Works

**Contract Type:** Master Service Agreement

**Contractors Name:** Valdes Engineering Company

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





**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
Valdes Engineering Company FOR Professional Mechanical, Electrical, and Plumbing (MEP) and  
Architectural Services  
Master Services Agreement**

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

WITNESSETH:

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

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

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

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

2. **Payment:**

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

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

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

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

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

3. Contract Documents: This Agreement is a Master Services Agreement and shall be the agreement for all projects authorized by the Village. Specific projects under this Agreement shall be authorized in writing by the Village by a proposal, which shall be attached hereto as Exhibit A and made a part of this Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit A and attached to this Agreement as Exhibit A. The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

Scope of Services as set forth in the Consultant's proposal (Exhibit A)

Schedule of Fees (Exhibit B)

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

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

A. Time is of the essence in this Contract. This Agreement shall commence on the date of execution. The Services to be performed by the Consultant under the Contract Documents shall commence no later than 30 days after the execution of each proposal and receipt of a Notice to Proceed (hereinafter the

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

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

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

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

To the Consultant:  
Name: Steve Ejnik, P.E., R.A., LEED AP  
Company: Valdes Engineering Company  
Address: 100 W. 22<sup>nd</sup> Street  
City, State, Zip: Lombard, IL 60148  
Telephone: 630-678-2804  
e-mail: [sejnik@valdeseng.com](mailto:sejnik@valdeseng.com)

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

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

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

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

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:  
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.  
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

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

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

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

volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.  
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any



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

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

12. Indemnity:

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

In addition to the indemnification provided above, Consultant will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Deliverables or other materials supplied to the Village or used by the Village in the manner recommended by the Consultant, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any other party pursuant to any common law or case.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

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

13. Village Confidential Information:

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

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

certified to perform the Services. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

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

federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Employment Conditions: Equal Employment Opportunity Clause. In the event of the Consultant’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 et seq.) (the “Human Rights Act”) or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (for the purposes of this Article 10, the “Department”), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the Consultant’s obligations under the Human Rights Act and the Department’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Human Rights Act and the Department’s Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department’s Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement’s obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the Consultant will be liable for compliance with applicable provisions of this clause 10.1 by such subconsultant s, and it will promptly notify the Village and the Department in the event any subconsultant fails to or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

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

original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

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

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

2. This Agreement will not preclude the Consultant from using its general knowledge, skills and experience for its other clients, provided that the Consultant does not use in connection therewith any Developments or Confidential Information
  3. At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Consultant will immediately provide to the Village the then-current version of any Developments in the Consultant 's possession, indexed and arranged to the satisfaction of the Village.
35. Joint and Several Liability. In the event that the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant will be the joint and several obligation and undertaking of each such individual or other legal entity.
36. No Waiver No course of dealing or failure of the Village and/or the Consultant to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

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

CONSULTANT: Valdes Engineering Company

VILLAGE OF ORLAND PARK

By: E-SIGNED by Steve Ejnik, P.E., R.A., LEED AP  
on 2022-04-06 15:48:35 GMT

By: E-SIGNED by George Koczwarra  
on 2022-04-06 21:01:53 GMT

Name: Steve Ejnik, P.E., R.A., LEED AP

Name: George Koczwarra

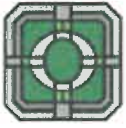
Its Vice President and Authorized Agent

Title: Village Manager

<u>EXHIBIT A</u> [ATTACH] Scope of Work as set forth in Consultant's Proposal(s)
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<u>EXHIBIT B</u> [ATTACH IF REQUIRED] Schedule of Fees
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**ORLAND  
PARK**

*Response to:*

Request for Qualifications

# **Professional MEP and Architectural Services**

#22-004

February 17, 2022

Submitted by:

**Valdes**

100 West 22<sup>nd</sup> Street  
Lombard, Illinois 60148

Contact:

**Steve Ejnik, PE, RA, LEED AP**

(630) 678-2804

[sejnik@valdeseng.com](mailto:sejnik@valdeseng.com)

**VALDES**

*Quality | Reliability | Diversity*

February 17, 2022

Patrick R. O'Sullivan  
Office of the Village Clerk, 2<sup>nd</sup> Floor  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, IL 60462

**Re: Request for Qualifications, #22-004, Professional MEP and Architectural Services**

Dear Mr. O'Sullivan:

Valdes is very excited to provide our response to your Request for Qualifications for Professional MEP and Architectural Services.

Valdes is a 100% minority owned, full-service architecture, engineering and procurement services firm with nearly 200 architects/engineers/designers and support staff. Our qualifications are demonstrated by our project portfolio which includes thousands of projects and a consistent track record of successful projects delivered.

The size of our company is uniquely suited to supporting and/or managing not only large projects and ongoing programs, but also providing quick response and precise execution for smaller projects. Defined work processes and personal attention to detail are key elements in our success formula. Our reputation for Quality and Safety are well recognized throughout the architecture & engineering services community.

Our response to your request is organized according to the Request for Qualifications document.

**Staff Qualifications**

Valdes staff have experience working in a retainer or term agreement type format providing architecture and engineering services to a wide variety of clients over their careers. We understand these types of contracts from the standpoint that task orders may come infrequently or all at once and everywhere in between. And because we have this experience, we know that staff management is one of the keys to success. Right sizing the project team when task order volume shrinks or as the volume expands so that the level of team effort is commensurate with the task order workload. Other keys include accurate and thorough scope definition working with the Village staff to ensure that the right scope is executed.

**Company Experience**

Our response includes several contracts/projects where Valdes staff have worked with a governmental agency in a task order agreement format. The experience includes federal and local government clients along with higher education clients. The scope of all these term agreements/IDIQs were very similar to the Village of Orland Park's.

Also included at the beginning of this section is a matrix which shows which services described in the Village's RFQ were a part of the project experience described above.

**Operating History**

A discussion of Valdes' history since its inception is included in this section. Number of staff and variety of disciplines is included as well.

**Quality Assurance/Quality Control**

Our project execution process, which is heavily influenced by our approach to executing projects with a high level of quality, is included here. Items such as accurate scope definition, project work plan, periodic team meetings, and single point project management accountability are all described in our plan.

**Past Experience**

Included here is a list of municipal clients that Valdes staff have worked with over the years. The listed projects are all for local municipalities where Valdes staff have provided full-service architecture and engineering services for a variety of public building types including Village Halls, Public Works, Vehicle Maintenance and Fire and Police Station projects.

**Required Forms**

The executed forms are included in this section. Valdes has also included an extra Village municipality reference. That reference, Adam Jasinski, PE, Director of Public Works for the Village of Palos Heights, is a former colleague of Steve Ejnik and Mike Shrader and he has graciously agreed to be a reference to help the Village of Orland Park assess our team's fit for this assignment. Valdes has not executed a project for Adam and the Village of Palos Heights, but Adam can attest to the skill level that Messrs. Shrader and Ejnik have in executing this type of work.

We are thrilled to be responding to this request and ask that the Village of Orland Park award the contract to the Valdes Team!

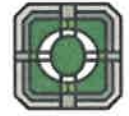
Please contact me with questions or if further information is required.

Thank you for your consideration.

Sincerely,



Steve Ejnik, PE, RA, LEED AP  
Vice President-Facilities  
Valdes



**ORLAND  
PARK**

Request for Qualifications  
Professional MEP and Architectural Services  
#22-004

## Staff Qualifications

# STEVE EJNIK, PE, RA, LEED®AP

VICE PRESIDENT - FACILITIES

## EDUCATION

Northwestern University, Kellogg Graduate School of Management, MBA

University of Illinois at Urbana-Champaign, BS Civil Engineering

University of Illinois at Urbana-Champaign, BS Architecture

## REGISTRATIONS

LICENSED ARCHITECT-

IL, WI

P.E. – IL

## YEARS OF EXPERIENCE

32

Mr. Ejnik is a Vice President working out of our Lombard Office. He is focused on expanding Valdes' national presence in our Facilities Business and is responsible for daily activities associated with project execution, strategic business planning, administration and business development. Steve also works closely with other Valdes offices supporting the firm's regional agenda for the Facilities Business, as well as all Valdes business lines across the country.

## REPRESENTATIVE EXPERIENCE

### Utility Engineer Retainer, University of Illinois at Urbana-Champaign

Champaign, IL

Principal in charge for a three-year retainer agreement for architecture and engineering services for the University's utility production and distribution systems for Valdes Engineering and then two previous retainer agreements with another AE firm.

### Mechanical Engineer Retainer, Illinois State University

Normal, IL

Principal in charge for a three-year retainer agreement for mechanical engineering services.

### Structural Engineer Retainer, Illinois State University

Normal, IL

Principal in charge for a three-year retainer agreement for structural engineering services.

### AE Term Agreements, University of Chicago

Chicago, IL

Principal in charge for the execution of architecture and engineering projects in a term agreement format for the University Facilities Services and University of Chicago Medicine (UCM) Facilities Design & Construction and Biological Sciences Division over a ten-year period.

### Architecture & Engineering IDIQ, Argonne National Laboratory

Lemont, IL

Principal in charge for this multi-year term agreement to provide architecture and engineering services to this national laboratory. Projects included renovations and upgrades to existing facilities including office, conference rooms, site improvements, laboratories, and utility infrastructure.

VALDES

## **STEVE EJNIK, PE, RA, LEED®AP**

VICE PRESIDENT-FACILITIES



### **Architecture & Engineering IDIQ for IL/IN/OH, General Services Administration**

IL/IN/OH

Principal in charge for the large business portion of three small business set asides. These small businesses had no experience working with the GSA, so part of the scope was to advise these small firms on working with the GSA as well as managing teams and project execution.

### **Architecture & Engineering ID/IQ, General Services Administration**

State of Ohio

Principal in charge for services provided to the U.S. General Services Administration for architecture and engineering assignments relating to building upgrades, renovations, and additions to federal buildings in the state of Ohio. The team for this five-year contract includes multiple specialty subconsultants and socioeconomic firms.

### **Fermi National Accelerator Laboratory, Department of Energy/University of Chicago**

Batavia, IL

Principal in charge for a five-year architecture and engineering ID/IQ contract at this national accelerator laboratory. Fermi is best known for its Tevatron, a high energy particle accelerator, the world's largest such apparatus until 2011.

### **DuPage County Government Campus, DuPage County**

Wheaton, IL

Program manager for a \$55 million campus expansion including a courthouse annex, sheriff's building addition, reconfiguration of existing courthouse, underground garage, campus utility improvements, and health department expansion. Managed design consultants, coordinated with city agencies, and was responsible for design of the underground garage and landscaped courtyard above as well as design of improvements to the existing judicial office facility.

### **John H. Stroger, Jr. Hospital Parking Garage Expansion Phase IIB, Cook County**

Chicago, IL

This project consisted of a 1,760-car addition to the existing parking garage at the new Cook County Hospital in Chicago. Steve was the principal-in-charge and project manager responsible for leading the consultant team and served as technical consultant on structural and architectural issues. The project team consisted of a local MBE consultant and a national A/E firm in a joint venture, and Steve's responsibilities included crafting the joint venture structure to leverage each of the partners' strengths.

### **Army Contracting Command, Crane Army Ammunitions Activity – Plating Equipment**

Crane, IN

Principal in charge for overall consulting service, design, and layout of new plating/metal finishing equipment including a closed loop wastewater treatment system. The finishing processes include zinc phosphating, chromate conversion coatings, zinc plating, stainless steel passivation, and hard coat anodizing to provide the munitions its form, fit, and overall function.

**VALDES**

# MICHAEL SHRADER, RA, LEED, AP

## SENIOR PROJECT MANAGER



Mr. Shrader has over 32 years of experience as a client and project manager, project architect, and construction administrator for a variety of corporate, industrial, government, and higher education projects primarily located in the state of Illinois. Mike has been successful throughout his career in establishing true partnerships with each of his clients by earning their respect, trust, and support during the course of the project from initial selection to occupancy of their facilities.

## REPRESENTATIVE EXPERIENCE

### Architecture & Engineering ID/IQ - United States General Services Administration

Illinois, Indiana, and Ohio

Project manager for services provided to the U.S. General Services Administration for architecture and engineering assignments relating to building upgrades, renovations, and additions to federal buildings. The team for this five-year contract included multiple specialty subconsultants and socioeconomic firms.

- USCIS Office Renovation – Celebrezze Federal Building, Cleveland, OH
- USMS Office Renovation – Cleveland, OH
- Restroom Renovation – Bricker Federal Building, Columbus, OH
- Fire Alarm System Replacement – Dayton Federal Building, OH

### Architectural/Engineering Agreement - AbbVie

North Chicago, IL

Project manager for portions of a master services agreement that provided engineering services. Projects executed focused on various campus master plan components and interior renovation projects including:

- Security Enhancements – Parking Lot F
- Security Enhancements – Parking Lot J
- Security Enhancements – Parking Lot H
- Security Enhancements – Parking Lot P
- R1 Area Landscaping
- AP34 NEO / Lower Level Office Renovation
- AP32 First Floor Office Renovation

### Architectural/Engineering Term Agreement – University of Chicago

Chicago, IL

Project manager for a multi-year term agreement provided architecture and engineering services. Task orders included work on renovation of existing spaces including laboratories, office, research spaces,

## **MICHAEL SHRADER, RA, LEED, AP**

SENIOR PROJECT MANAGER



and utility upgrades.

- Wyler Pavilion – Study for the renovation and/or rehabilitation of the building
- Wyler Pavilion – Programming through design development for the complete renovation of 2 floors for the Department of Pediatrics

### **Utility Engineer Retainer Contract - University of Illinois at Urbana-Champaign**

Urbana, IL

Project manager for this indefinite delivery, indefinite quantity contract for engineering and architecture design services in connection with the University's utility production and distribution systems. Task orders included renovations to the existing power plant and steam distribution system. Projects executed included:

- Abbott Power Plant – Window Replacement and Masonry Repair Project
- Steam Tunnel Rehabilitation – Gregory Drive
- Steam Tunnel Rehabilitation – Phase 2 – Peabody Drive

### **Argonne National Accelerator Laboratory**

Argonne, IL

Project manager for a multi-year term agreement to provide architecture and engineering services. Task orders included work on lab-wide site work projects and the renovation of existing interior spaces. Projects executed included:

- FY 2015 / 2016 Campus Wide Site Work Program
- FY 2016 / 2017 Campus Wide Site Work Program
- Building 202, B169 Conference Room Rehabilitation
- APS Booster Tunnel Waterproofing
- East / West Cabling Plant - Scope Definition
- Building 201 Cooling Tower Rehabilitation and Canal Water Main Replacement
- Building 377 Cooling Tower A/B Replacement
- Building 208 F-Wing Rehabilitation – Conceptual Design
- General architectural / engineering support activities including peer reviews and vehicle charging stations

### **Fermi National Accelerator Laboratory – Department of Energy**

Batavia, IL

Project manager for a 5-year architecture and engineering indefinite delivery, indefinite quantity contract. Projects included new research facilities on Fermi's new Muon Campus.

### **Illinois Maximum Security Correctional Center**

Grayville, IL

Assistant project manager and architect for this new 700,000 SF maximum security correctional center. Firm provided architecture and security electronics design for this \$132 million, 1,600-cell stand-alone facility that includes a 200-bed minimum security unit (MSU) and support buildings. The center includes four 200-cell general population and four 200-cell segregated population housing buildings.

**VALDES**



# MARK SIEGEL, RA, LEED – AP

## PROJECT ARCHITECT



Mr. Siegel is a senior architect with over 35 years of experience licensed to practice architecture in the states of Illinois, Indiana and Wisconsin and is a member of the Association of Licensed Architects (ALA). He holds a certificate from the National Council of Architectural Registration Boards (NCARB) and is capable of licensure in all 50 states on an as needed basis. Mark is also a LEED – AP (Leadership in Energy and Environmental Design – Accredited Professional) well versed at working in a multidiscipline team environment. Services include client consultation, site surveys, building code compliance, preliminary design, design development, construction documents, consultant coordination, specification, contract administration and ADA compliance surveys.

## REPRESENTATIVE EXPERIENCE

### New Fire Station, CITGO

Lemont, IL

Project Architect for the design of new fire station on the refinery site. Typical fire station areas including apparatus bay, sleeping quarters, turn out gear storage, training rooms and offices.

### Office Renovation, Hartford Insurance Company

Matteson, IL

Project Architect responsible for the tenant finish out of 10,000 square feet of office space.

### New Office and Distribution Center, Precision Twist Drill

Crystal Lake, IL

Project Architect responsible for a new 56,000 square foot office and distribution center.

### New Office, Warehouse, Manufacturing Facility, Warwick Furnace Company

Wheeling, IL

Project Architect responsible for a new 35,000 square foot office, manufacturing, and warehouse facility.

### Code Reviews, Various Companies

Various Locations

Performed building code, fire code and related NFPA guideline reviews for a variety of projects for various companies including:

- Apiscent Labs
- Ferro Pfanstiehl
- Abbvie
- NB Coatings
- Alacami Laboratory
- Corn Products
- Medline
- Eastman Saflex

# MARK SIEGEL, RA, LEED – AP

PROJECT ARCHITECT

## Office/Lab Feasibility Study – Clorox Company

Willowbrook, IL

As part of its long-term strategic planning process, the Glad Wrap Division of the Clorox Company needed to assess the feasibility of a research and development laboratory at its Willowbrook facility. The functions to be incorporated into the proposed facility included laboratories, offices, warehousing for raw and finished goods and a pilot plant. The scope of work included a study of the feasibility of a new laboratory that was initially programmed to be between 50,000 and 100,000 square feet with a projected cost of \$5M - \$10M.

## Office & Production Facility, Medtronics, Inc.

Villalba, Puerto Rico

Project Manager/Architect responsible for multiple projects including the gut, reconstruction and addition for a 60,000 square foot, medical instruments office and production facility. Existing structure was required to be brought into compliance with the current building code.

## Project Manager – ABB

Auburn Hills, MI

Project Manager responsible for site surveys and A/E reports for the installation of a robotic containerization system at postal facilities across the nation to confirm access to the site, spatial requirements and structural capacity prior to installation.

## ADA Survey, Beckman Instruments

Fullerton/Brea, CA

Responsible for field surveys and reports to determine compliance with ADA guidelines for two (2) Beckman campuses with a total of fourteen (14) single- and two-story buildings, totaling 1,000,000 square feet.

## Device Assembly Facility, Metrix Company

Santo Domingo, Dominican Republic

Project Manager/Architect responsible for a 5,000 square foot renovation for a medical device assembly facility.

## Warehouse & Production Expansion, Mylan, Inc.

Caguas, Puerto Rico

Project Manager/Architect responsible for multiple projects including a 40,000 square foot packaging and warehouse addition for the processing of pharmaceutical tablets, an interior renovation to add 8,000 square foot of class 10,000 production facilities and a 50,000 square foot warehouse addition.

## Product Assembly Facilities, Hewlett Packard

Aguidilla, Puerto Rico

Project Manager/Architect responsible for the construction of two (2) facilities for the assembly of computer printers in the San Antonio Industrial Park totaling 250,000 square feet.

# ERIC BRAULT, PE, LEED® AP

## SENIOR MECHANICAL ENGINEER



Mr. Brault is a senior mechanical engineer with over 25 years of experience in designing mechanical and HVAC systems for a variety of clients and project types in the government, food, pharmaceutical, and healthcare industries. Eric is skilled at providing design services in all phases of a project including providing construction support assistance and commissioning for the systems he designs. His clients routinely comment on Eric's detailed, thorough and accurate design documentation along with his team-oriented approach to projects.

## REPRESENTATIVE EXPERIENCE

### AHU Replacement, Sauk Valley Community College, Dixon, IL

Lead Mechanical engineer for the design of replacement AHUs for this community college. Project included new pumps, piping and DDC control system.

### New HPAPI Suite, Olon Ricerca, Concord, OH

Lead Mechanical Engineer for the design of an HVAC system to serve a new high potency active pharmaceutical ingredient (HPAPI) suite in an existing facility. Existing space was being used as a laboratory, but none of the existing HVAC systems could be reused due to age and differing application.

### Morgue Renovation/Addition (10K sq. ft.), Saint Louis University, St. Louis, MO

Central Station AHU's with hydronic heat, performed design/layout, produced drawings, job buy-out, participated in on-site job coordination, ran the day to day construction activities, attended/participated in job meetings.

### Rockwool (RAN5) Insulation Facility, (333K sq. ft., Multiple Bldgs.), Ranson, WV

MAU, HVLS, Heat/Vent, Single Zone RTU's, RTU's with VAV and Electric Heat, performed design/layout of HVAC given Design Concepts, producing the drawings. This project is currently in construction and five of the thirteen buildings are well underway. Controls included interface with customer PLC Based control systems and included multiple submittal packages due to project phasing. I was not the engineer of record for this project.

### New Processing Facility, Arizona Beverage Packers, (525K sq. ft., 8 Production Lines, \$37.5 Mil), Newark, NJ

RTU's with VAV and Electric Heat, performed design/layout of HVAC on a Design Assist basis given updated Design Concepts, producing the drawings. Spearheaded Process Design for all utilities including coordination with Process Vendors.

### Transcription Department Renovation (10K sq. ft.), BJC Healthcare, St. Louis, MO

Central Station AHU's with hydronic heat, performed design/layout, produced drawings.

## **ERIC BRAULT, PE, LEED® AP**

SENIOR MECHANICAL ENGINEER



### **Maritz Office Building 1315 Renovation (50K sq. ft. project), Fenton, MO**

Central Station AHU's with hydronic heat, performed design/layout, produced drawings. Design included new restroom group with plumbing.

### **Office Renovation, Edward Jones North Campus (210K sq. ft., Data Floor), St. Louis, MO**

1125 ton Chiller Plant, (4) AHU's with Electric Heat and VAV/FTU with Electric Heat. Completed Design through 100% CD's including equipment selections, sizing of all piping and ductwork mains and run-outs.

### **Office Renovation, Edward Jones South Campus (295K sq. ft., Auditorium), St. Louis, MO**

1425 ton Chiller Plant, (13) AHU's with Electric Heat and VAV/FTU with Electric Heat. Attended all project meetings and performed Layout/Design thru D/D including equipment selections, sizing of all piping and ductwork mains and run-outs and flow diagrams/schematic.

### **Office Renovation, Edward Jones Tempe III (140K sq. ft.), Tempe, AZ**

440 tons of DX Rooftop with VAV and Electric Heat. Attended all project meetings and performed Layout/Design thru D/D including equipment selections, sizing of all piping and ductwork mains and run-outs and flow diagrams/schematic.

### **Prologis Walmart Distribution Center (200K sq. ft), Bronx, NY**

MAU, RTU with Freezer/Cooler Refrigeration Equipment, performed design/layout of HVAC given Design Concepts, producing the drawings. Performed field CA and supported project through Cx.

### **New Busch Stadium, St. Louis, MO**

Central station AHU's with hydronic heat, central steam plant for hot water heat-exchangers, performed design/layout from 25% PA/PD's, finished drawings, performed job buy-out, participated in on-site job coordination, and attended/participated in job meetings.

### **Maclewane Hall Biology Department and Animal Research Facility, Saint Louis University, St. Louis, MO**

RTU with VAV and electric reheat, strobic exhaust systems, performed design/layout, produced drawings, job buy-out, participated in on-site job coordination, and attended/participated in job meetings.

### **New HVAC System, Rockford High School, Rockford, IL**

Several four pipe Unit Ventilators serving classrooms and other areas of the school. Performed walk-thru with Owner to properly size equipment, performed equipment selections, procurement and inside project management.

### **St. Joseph Medical Office Building (70K sq. ft.), SSM Healthcare, St. Charles, MO**

All electric building, performed design/layout, and produced drawings. Handed job off for construction activities.

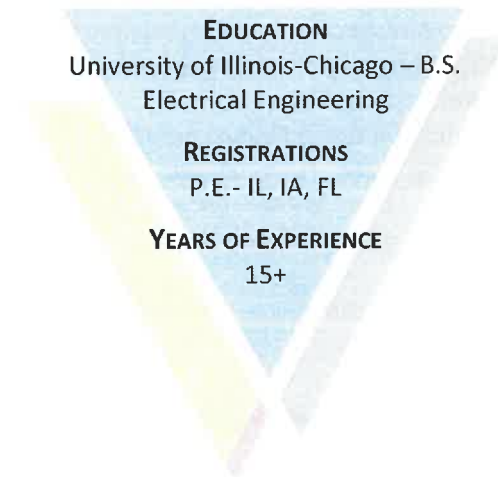
### **HVAC System, Southwestern Bell Call Center, St. Louis, MO**

Design, layout and procurement of access control system for large call center encompassing primary and secondary points of entrance along with primary egress. Performed project management, oversaw installation and assisted with programming of system(s).

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# ZAFAR ASHRAFI, PE

## SENIOR ELECTRICAL ENGINEER



Mr. Ashrafi is a Senior Electrical Engineer with 15 years of experience design electrical system for commercial, government, higher education, and industrial clients. Zafar also has extensive experience designing high voltage systems in the power and utilities industries. Mr. Ashrafi is proficient in all aspects of electrical systems design as well as substation design including physical design, protection & control, automation, and metering. He has extensive experience in project management duties and project capital cost estimating.

## REPRESENTATIVE EXPERIENCE

### Furniture Manufacturing Plant-John Richard

Ho Chi Minh City, Vietnam

Lead Electrical Engineer for the electrical design for four buildings totaling approximately 220,000sf for furniture manufacturing. Design included lighting and layout, power to machine tools, panel layout and circuiting along with an electrical grid providing additional task lighting and localized fans.

### New Fire Station, CITGO

Romeoville, IL

Lead Electrical Engineer for design of the electrical system for a new fire station which included, dormitory, apparatus bay, office, lockers, training/conference rooms.

### HPAPI Laboratory Renovation, Olon Ricerca

Concord, OH

Lead Electrical Engineer for the design of a high potency active pharmaceutical ingredient manufacturing suite. Power and lighting design including providing power to a variety of process equipment.

### Replace Air Handlers, Sauk Valley Community College

Dixon, IL

Lead Electrical Engineer for the design of electrical systems associated with the replacement of air handlers, cooling towers, as well as replacement of pneumatic controls.

### Empire State Line Project – Nextra Energy Transmission-New York

Substation team lead responsible for multiple engineering disciplines in creation of project deliverables. Served as the project's main point of contact for directors, clients, construction crews, and vendors. Created and managed project scope, schedule, and budget; writes and reviews project proposals and Change orders; reviews earned value with cost control group. Additional responsibilities included:

- Managed engineering support staff and assigned work as needed
- Reviewed bid documents and change orders from equipment vendors and construction contractors

## ZAFAR ASHRAFI, PE

### SENIOR ELECTRICAL ENGINEER



- Reviewed equipment specifications, electrical calculations, schematics, and communication drawings
- Lead the substation engineer on FERC Order 1000 project in NYISO territory consisting of two new 345kV substations interconnecting with NYPA, NYSEG, RG&E, and National Grid.
- Completed reviews of interconnection agreements between incumbent transmission operators.
- Coordinated P&C and communication design between NYPA, NYSEG, RG&E, National Grid, and NEETNY.
- Reviewed and coordinated outage requests with incumbent transmission operators
- Coordinated material procurement with supply chain group
- Responsible for the upgrades at NYPA, NYSEG, RG&E, and National Grid substations affected by cut ins of the new NEETNY substations

#### **Greenfield 230kV Substation Interconnection Project with New Solar Gen. Yard, Florida Power and Light**

Substation team lead responsible for multiple engineering disciplines in creation of project deliverables. Served as the project's main point of contact for directors, clients, construction crews, and vendors. Created and managed project scope, schedule, and budget; writes and reviews project proposals and change orders; reviews earned value with cost control group. Additional responsibilities included:

- Created and manager project scope, schedule, and budget; writes and reviews project proposals and change orders; reviews earned value with cost control group
- Managed engineering support staff and assigns work as needed
- Reviewed bid documents and change orders from equipment vendors and construction contractors
- Reviewed equipment specifications, electrical calculations, schematics, and communication drawings

#### **New 345kV Substation Interconnecting-Wind Farm**

Lead Substation Engineer responsible for updating protection schemes and JMUX equipment at Sta. 3 Powerton and TSS 116 Goodings Grove related to the TSS 98 cut-in. Interfaced with ComEd UComm group to design underground fiber installations at TSS 98 Nevada and TSS 116 Katydid Road. Managed all the project deliverables and interfacing with other engineering disciplines. Reviewed electrical calculations, schematics, wiring, communication, and physical drawings. Monitored for project budgets and schedules; performed monthly budget percent complete and provided cash flow and FTE forecast information to project directors. Prepared project bid proposals based on client RFP documents.

#### **New 345kV substation Interconnecting-EDPR Wind Farm**

Lead Substation Engineer responsible managing all the project deliverables and interfacing with other engineering disciplines. Reviewed electrical calculations, schematics, wiring, communication, and physical drawings. Monitored for project budgets and schedules; performed monthly budget percent completes and provided cash flow and FTE forecast information to project directors. Prepared project bid proposals based on client RFP documents.

#### **New Switchgear and Transformer Installation**

Lead Substation Engineer for Water Purification Plant Upgrades Interfaced with distribution group for routing of feeder cables into new switchgear. Interfaced with customer EOR to coordinate protection and control coordination. Managed all the project deliverables and interfacing with other engineering disciplines.



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## Company Experience

Experience Category	Fermi National Accelerator Laboratory Term Agreements	Argonne National Laboratory Term Agreement	U of CAE Term Agreement	GSA IDIQs	UIUC Utility Engineer Retainers	DuPage County Program Management
HVAC	•	•	•	•	•	•
Plumbing	•	•	•	•	•	•
Life Safety	•	•	•	•	•	•
Electrical Design	•	•	•	•	•	•
Scope writing			•	•	•	•
Site investigation	•	•	•	•	•	•
Pre-design and existing conditions studies	•	•	•	•	•	•
Architectural design	•	•	•	•	•	•
Construction and bid documents	•	•	•	•	•	•
Constructability review and evaluation	•		•	•	•	•
Bid review			•	•	•	•
Estimating	•	•	•	•	•	•
Technical design reviews	•			•		•
Procurement support			•	•	•	•
Submittal and shop drawing review/approval	•	•	•	•	•	•
Record drawings			•	•		
Permitting			•			•
Construction Contract Administration			•	•		•
Construction site inspections		•	•	•	•	•
IECC required commissioning services						
Testing and balancing						
Close-out documentation*			•	•	•	•

\* Valdes understands this to be punchlist completion verification, record documents, O&M manuals, training, required closeout paperwork-AIA docs



# DuPage County Government Campus Program Management

Wheaton, IL



DuPage County had a program to expand/remodel its government campus in Wheaton, IL. The team was selected to provide program management and design services for a variety of projects to be undertaken at the campus as well as provide Owner support for projects executed by other design firms. Design projects executed under an IDIQ format included the following:

- Landscaped Courtyard and Underground Parking Garage
- Judicial Office Facility Cafeteria Renovation
- Sherriff's Building Improvements
- Judicial Office Facility Front Entry Renovation

Projects undertaken as Program Manager for the County:

- Judicial Office Facility Annex
- Administration Building Remodeling

## Services

- Program Management
- Project Management
- Architecture
- Landscape Architecture
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering

# AE Term Agreement

University of Chicago, Chicago, IL



Valdes staff members held several multi-year AE term (task order) agreements for both the University and University of Chicago Medicine and the Biological Sciences Division. The projects were solicited and awarded as the university identified them and had the funds to execute them. Many times, the general project scope was known (i.e., lab renovation to an office suite or vice versa), but specific characteristics of the project were to be determined by the selected firm. In those cases, the design team worked with University staff to survey the project area and identify scope items that needed to be included to achieve a successful project. A list of some of the task orders that were executed is included below:

- Mother's Aid Research Pavilion HVAC Renovation (A, M/P/FP, E)
- Chairman's Suite Renovation (A, M/P/FP, E)
- Cryotomography Laboratory Renovation (A, M/P/FP, E)
- Erman Hall Chilled Water System Renovation (A, S, M/P/FP, E)
- Animal Resource Center Washrack Installation (A, M/P/FP, E)
- Lead Lined Room (A, S, M/P/FP, E)
- Carlson Rack Washer installation (A, M/P/FP, E)
- Reynolds Hall Chilled Water (A, M/P/FP, E)
- Wyler Pavilion Demolition Planning (A, LA, C, S, M/P/FP, E)
- Wyler Renovation Planning (A, LA, C, S, M/P/FP, E)
- Gnotobiotics Laboratory Renovation (A, M/P/FP, E)
- Microscopy Laboratory Renovation (A, M/P/FP, E)
- Dean Cummings Office Renovation (A, M/P/FP, E)
- Bundled Office Renovations (A, M/P/FP, E)
- Utilities Relocation (C, M/P, E)
- Cummings Laboratory (A, M/P/FP, E)
- Zoology HVAC renovation (A, M/P/FP, E)

## Legend

P-Project Management (All task orders)

C-Civil Engineering

A-Architecture

S-Structural Engineering

M-Mechanical Engineering

P-Plumbing Engineering

FP-Fire Protection

Typically, the task orders required design services to be complete in a couple of months and construction values of the projects were generally in the \$1M range. A few of them were larger and required more design effort with much larger construction values.

# IDIQ Program/Project Management

Fermi National Accelerator Laboratory, Department of Energy, Batavia, Illinois



This contract was an IDIQ for professional architectural and engineering services to support the Fermilab mission. Since Fermi's premier particle accelerator was being shut down, the focus of Fermi's research took a different track. As part of that mission change, Fermi needed to develop several new facilities to accommodate their particle physics research.

Steve Ejnik and Mike Shrader held this contract with Fermi for over 8 years providing architecture and engineering services in a task order format for a variety of projects including new construction and renovation projects. Projects completed include:

- MC-1 Muon Research Facility (A, C, S, M/P/FP, E)
- Mu2e Muon Research Facility (A, C, S, M/P/FP, E)
- ICB-A Accelerator Assembly Building (A, C, S, M/P/FP, E)
- Particle Beam Tunnel (A, C, S, M/P/FP, E)
- Ramsey Auditorium Entry Renovations (A, S, M/P/FP, E)
- North Site Entrance Reconfiguration Project (C, E)
- IARC signage and site lighting (A, C, E)

## Legend

- P-Project management (All task orders)
- C-Civil Engineering
- A-Architecture
- S-Structural Engineering
- M-Mechanical Engineering
- P-Plumbing Engineering
- FP-Fire Protection

# Indefinite Delivery/Indefinite Quantity AE Agreement

General Services Administration, State of OH



This was an indefinite delivery/indefinite quantity (IDIQ) contract to provide AE services for Federal buildings in the State of Ohio. Steve Ejnik, Program Manager/Principal In Charge and Michael Shrader, Project Manager led this contract. While all projects were in the State of Ohio, Steve & Mike were able to successfully manage the Program from their Illinois office.

Scopes of the task orders issued under this IDIQ contract included: pre-design studies, design, design review, procurement support, site investigations, site surveys, feasibility studies, project development studies, building evaluation reports, master plans, concept designs, construction documents, estimating, record drawings, constructability reviews, technical design reviews, shop drawing review and approval, construction site inspection and post construction award services.

Steve and Mike completed over 30 task orders ranging from HVAC repairs and/or modifications to conference center renovations to renovation of office space for a US Senator to a renovation project for the US Marshals. The projects were within federal buildings and federal courthouses in Cleveland, Youngstown, Cincinnati, Toledo and Dayton, Ohio.

## Services

Project Management  
Architecture  
Structural Engineering  
Mechanical Engineering  
Electrical Engineering

# AE Term Agreement

Argonne National Laboratory, Lemont, IL



This contract was an IDIQ for architecture and engineering services to support Argonne National Laboratory's mission.

Typical work included office and conference space build-out and refurbishment, laboratory and support space build-out and refurbishment, general interior and exterior building repairs, landscaping and elementary civil construction work, building design and construction support for new office and laboratory construction including technologically challenging building designs, chilled water systems piping and equipment, steam production and distribution, HVAC equipment and systems, high, medium and low voltage electrical, and civil engineering as it relates to sewerage and potable water distribution.

Two projects which were part of this IDIQ were two cooling tower projects. One project is a refurbishment of an existing cooling tower which the Laboratory would like to extend its useful life by about five years, at which point they will take it out of service and connect the facility it serves to the campus chilled water.

The second cooling tower project was a complete replacement of an existing cooling tower which serves several buildings on the Argonne campus. The replacement tower consisted of three 800T Marley towers for a total capacity of 2,400T.

## Services

- Project Management
- Civil Engineering
- Architecture
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Cost Estimating

# Utility Engineer Retainer

University of Illinois at Urbana-Champaign, Champaign, IL



This retainer agreement was for the University's utility production and distribution infrastructure. The assignments were made through a task order process where the general project parameters were communicated and then working with University staff to refine the project scope. Task order assignments included:

- Two utility tunnel assessment and repair projects
- Power plant window and exterior envelope assessment and replacement
- Lift Station upgrades
- Wastewater system study
- Power Plant Air Permit Renewal

## **Services**

Project Management  
Architecture  
Structural Engineering  
Mechanical Engineering  
Electrical Engineering  
Cost Estimating



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## Operating History

## Company Profile

Valdes Engineering Company is a 100% minority owned Corporation, registered and organized in the State of Illinois.

Valdes has been in continuous operation for 30 years and has two offices, one in Lombard, IL and the other in Griffith, IN. Valdes has licensed staff of over 180 people in the following disciplines:

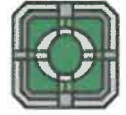
- Project Management
- Architecture
- Structural Engineering
- Mechanical Engineering (HVAC & Process)
- Electrical Engineering (Low, Medium & High Voltage)
- Chemical Engineers
- CADD Technicians (including Revit, AutoCad and a variety of other graphic focused software)
- Surveyors
- Materials Engineers
- Schedulers
- Document Control staff

Valdes Engineering Company operates as a matrix organization, whereby each technical manager assigns his/her respective personnel to the project that best suits their qualifications and technical area of expertise. This flexibility allows Valdes to staff projects appropriately and provide the right type of personnel for jobs in various industries (Facilities, Utilities, Power, Industrial, etc.).

Historically, Valdes was focused on the oil/gas industry and for the first half of its existence, worked almost exclusively for that industry. As Valdes grew and clients began to trust Valdes to help solve their project issues and request expanded services offerings, Valdes added capability in other areas including Facilities, Utilities, and Power & Energy.

Valdes continues to be interested in helping our clients solve their project challenges so that they can fulfill their mission to their constituents. We would be honored if the Village of Orland Park is interested in working with Valdes.





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## Quality Assurance/Quality Control

# VALDES

## **Quality Assurance/Quality Control**

Valdes' Quality Assurance/Quality Control process is rooted in our project execution methodology which employs standard, repeatable processes for every project large or small. These procedures are the basis of our management and production style, and they are the framework for Valdes' success over our history.

Valdes as an organization has been around for 30 years. In fact, a couple of the clients we had over 30 years ago are still with us today, and they continue to engage Valdes' services year after year because of our commitment to development of partnerships, creation of innovative solutions and delivering proven results. We have grown this reputation by investing in and utilizing repeatable, successful project execution procedures that promote quality, conformance with scope and budget, and reduced construction change orders.

Valdes plans to continue our tradition of project execution excellence with this contract and the information that follows is a description of how Valdes will manage and execute the task assignments for this contract.

## **Project Execution Approach**

When a task order is identified by the Village of Orland Park, Steve Ejnik, our Program Manager, will receive the task order from the Village and review the task order scope of work and will work with our Project Manager, Michael Shrader, to understand the assignment and select an appropriate team. We pledge that the Valdes team will carefully review scope of work statements and thoughtfully assign resources that consider staff diversity as well as travel expense economy.

Once a task order award is issued, Mike will work with the Village's Project Manager and the project team to execute the agreed upon scope of services. Once the team has been engaged, Mike will be the point of contact for specific task related issues. All correspondence will be copied to Mike to ensure that scope of services and project issues are being addressed, the deliverables are on track, and budget constraints are being met. In addition, Mike will work with Steve Ejnik to verify quality and to help the team identify cost and time savings opportunities.

## **Project Work Plan**

Each project, large or small, will have a work plan so that the scope of work is executed within the agreed to schedule and fee budget.

Spending enough time and effort at the identification of the scope of services and drafting a corresponding plan to provide those services is, in our opinion, the only legitimate way to understand the effort required. The creation of a plan, however, is only the beginning. As the project progresses and challenges ebb and flow, the plan needs to be re-visited regularly by the project manager and team members to re-confirm that deployed resources are on track or not. Early identification of potential project issues is a key approach to minimizing project disruption. If an adjustment plan becomes necessary, this early identification will be a key to success in staying within the budgeted fee dollars and/or schedule. Valdes believes flexibility and creativity is required throughout the project execution process.

As per Valdes' standard project execution process, project managers will keep track on a weekly basis of labor costs expended and work with design staff on estimates to complete. This is an on-going, iterative process that ends only when the project is successfully completed and turned over to the Village.

## **Continuous Coordination**

Anyone who has been in the AE industry and has executed multi-discipline design work knows that coordination between disciplines is one of the most challenging parts of a project. As part of our standard project procedures, Valdes requires periodic project meetings and inter-discipline coordination meetings (also described in more detail below). The meetings can occur weekly, every other week or sometimes daily depending on the issues at hand.

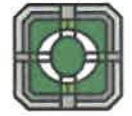
Whatever the interval, Valdes' project meetings keep all team members involved in changing project conditions, confirm past design decisions, and reinforce the importance of inter-discipline coordination. Valdes believes it is paramount in

# VALDES

planning a successful design project that interactive coordination meetings take place at appropriate intervals to promote project coordination. Valdes' Project Manager leads the team meetings and inter-discipline coordination meetings, ensuring a single point of accountability and consistency in delivery.

## Ability to Complete Multiple Task Order Awards

Our plan for managing the flow of task orders is accomplished by utilizing a Program Manager/Task Manager management structure which allows for easy expansion and contraction of the project team. Valdes' Program Manager is at the center of all the activities that occur on this contract. As the Village identifies the need for a task, our Program Manager will receive it from the Village's Project Manager and assign responsibilities as described earlier. As the flow of task orders accelerates, our Program Manager will have the option to enlist additional project management staff and/or technical staff from our office located in Lombard, IL to assist in the process and catch any "overflow" of task orders. As the flow of task orders eases, staff members can and will be moved out of the project to other assignments.



**ORLAND  
PARK**

Request for Qualifications  
Professional MEP and Architectural Services  
#22-004

## Past Experience

Valdes staff, Steve Ejniak and Michael Shrader have worked with public clients similar to the Village of Orland Park over their 30+ year history in the architecture and engineering industry. Projects have included a variety of municipal buildings including fire stations, public works facilities, village halls and vehicle maintenance facilities. A list of some of those projects are noted below:

**Lake County Permit Facility**  
Libertyville, IL



**Central Fire Station**  
Deerfield, IL



**Shorewood Village Hall**  
Shorewood, IL



**Public Works Facility**  
Niles, IL



**Shorewood Public Works Facility**  
Shorewood, IL  
(Programming & Conceptual Design)



**Public Works Facility**  
Naperville, IL  
(Programming & Conceptual Design)



**Plainfield Village Hall**  
Plainfield, IL



**Public Works Facility**  
Park Ridge, IL  
(Programming & Conceptual Design)



**Plainfield Public Works**  
Plainfield, IL



**Public Works Facility**  
Skokie, IL



**Village Hall Renovations**  
Oak Brook, IL  
(Programming & Conceptual Design)



**Public Works Facility**  
West Dundee, Illinois



**Satellite Fire Station**  
Bannockburn, IL



**Public Works Facility**  
Vernon Hills, IL



**Public Works Facility**  
Village of Lake Zurich



**Police Department  
Renovation**  
Village of Shorewood

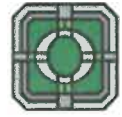


**Public Safety Facility**  
Village of Mount Prospect



**Public Works Facility**  
Village of Downers  
Grove





# ORLAND PARK

Request for Qualifications  
Professional MEP and Architectural Services  
#22-004

## Required Forms

**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: Valdes Engineering Company

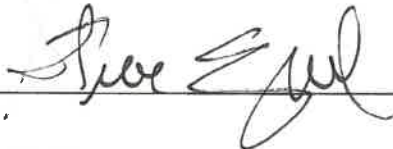
Street Address: 100 West 22nd Street

City, State, Zip: Lombard, Illinois

Contact Name: Steve Ejnik, PE, RA, LEED AP

Phone: (630) 678-2804 Fax: (630) 782-1886

E-Mail address: sejnik@valdeseng.com

Signature of Authorized Signee: 

Title: Vice President-Facilities

Date: February 17, 2022

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



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

---

The undersigned Steve Ejnik, as Vice President-Facilities  
*(Enter Name of Person Making Certification)* *(Enter Title of Person Making Certification)*

and on behalf of Valdes Engineering Company, certifies that:  
*(Enter Name of Business Organization)*

**1) BUSINESS ORGANIZATION:**

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

Federal Employer I.D.#: 36-3841246  
*(or Social Security # if a sole proprietor or individual)*

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

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation Illinois 19 August 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  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.

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

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

6) AUTHORIZATION & SIGNATURE:

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

ACKNOWLEDGED AND AGREED TO:

  
\_\_\_\_\_  
Signature of Authorized Officer

Steve Ejnik  
\_\_\_\_\_  
Name of Authorized Officer

Vice President-Facilities  
\_\_\_\_\_  
Title

17 February 2022  
\_\_\_\_\_  
Date

## REFERENCES

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

**Bidder's Name:** Valdes Engineering Company  
*(Enter Name of Business Organization)*

1. ORGANIZATION University of Illinois at Urbana-Champaign, Facilities & Services  
ADDRESS 1501 South Oak Street, Champaign, Illinois 61820  
PHONE NUMBER (217) 244-8940  
CONTACT PERSON Kelly Jo Hoffman  
YEAR OF PROJECT Several projects from 2013-2019
  
2. ORGANIZATION U.S. General Services Administration  
ADDRESS 230 South Dearborn Street, Chicago, Illinois 60604  
PHONE NUMBER (312) 353-4916  
CONTACT PERSON Paul Machalek  
YEAR OF PROJECT Several projects from 2015-2020
  
3. ORGANIZATION Village of New Lenox  
ADDRESS 1 Veterans Parkway, New Lenox, IL 60451  
PHONE NUMBER (815) 462-6410  
CONTACT PERSON Kurt Carroll  
YEAR OF PROJECT 2003

4. Additional Reference  
Village of Palos Heights  
7607 West College Drive  
Palos Heights, Illinois 60463  
Adam Jasinski, PE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2022

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).

<b>PRODUCER</b> Risk Strategies Company 333 W. Wacker Drive, Suite 1200 Chicago, IL 60606	<b>CONTACT NAME:</b> Cindy Dolan
	<b>PHONE (A/C, No, Ext):</b> (847) 513-6620
	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>NAIC #</b>
	<b>INSURER A:</b> Valley Forge Insurance Company 20508
	<b>INSURER B:</b>
	<b>INSURER C:</b> National Fire Insurance Co of Hartford 20478
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**INSURED**  
 Valdes Engineering Company  
 100 West 22nd Street  
 Lombard IL 60148

**COVERAGES**

CERTIFICATE NUMBER: 66608027


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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Subject to Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6023982078	3/3/2022	3/3/2023	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6023982081	3/3/2022	3/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6023982095	3/3/2022	3/3/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Valdes Engineering Company 100 West 22nd St. Lombard IL 60148	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  RSC Insurance Brokerage
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2022

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PRODUCER Risk Strategies Company 333 W. Wacker Drive, Suite 1200 Chicago, IL 60606	CONTACT NAME: Cindy Dolan	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (847) 513-6620	E-MAIL ADDRESS:	
INSURED Valdes Engineering Company 100 West 22nd Street Lombard IL 60148	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D : RLI Insurance Company		13056
	INSURER E :		
INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER: 66608032

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D	Professional Liability			RDP0043943	7/29/2021	7/29/2022	Per Claim	\$1,000,000
							Aggregate	\$1,000,000

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

All projects of the named insured subject to policy terms &amp; conditions.

**CERTIFICATE HOLDER****CANCELLATION**
 Valdes Engineering Company  
 100 West 22nd St.  
 Lombard IL 60148

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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## **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:



#### **PROFESSIONAL LIABILITY**

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



#### **UMBRELLA LIABILITY (Follow Form Policy)**

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

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



#### **UMBRELLA/EXCESS PROFESSIONAL LIABILITY**

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



#### **BUILDERS RISK**

Completed Property Full Replacement Cost Limits -  
Structures under construction



#### **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**

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



#### **CYBER LIABILITY**

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

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the

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

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

ACCEPTED & AGREED ON 2/28/2022

Steve Ejnik

Digitally signed by Steve Ejnik  
Date: 2022.02.28 09:33:52 -06'00'

Signature

Steve Ejnik

Printed Name

Vice President-Facilities

Title

Authorized to execute agreements for:

Valdes

Name of Company

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







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

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

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** VALDES ENGINEERING COMPANY

**Endorsement Effective Date:** 03/03/2022

**SCHEDULE**

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6023982081

Policy Effective Date: 03/03/2022

Policy Page: 54 of 169



AMENDMENT TO NAMED INSURED

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

It is understood and agreed that:

1. The section entitled WHO IS AN INSURED is amended as follows:
  - a. Paragraph A. is deleted and replaced by the following:
    - A. With respect to Coverage A – Excess Follow Form Liability:
      - (1) Any person or organization that is a Named Insured under the provisions of **underlying insurance** shall be considered a **Named Insured** under Coverage A Excess Follow Form Liability;
      - (2) Any person or organization included as an insured under the provisions of **underlying insurance** is an **Insured** under Coverage A – Excess Follow Form Liability;but only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.
  - a. Paragraph B. is amended to add the following as **Named Insureds** under Coverage B – Umbrella Liability:

Entities that are named insureds under the provisions of **underlying insurance**, but only while a **Named Insured** has management control over the entity during the **policy period**, subject to the following:

    - (1) the coverage provided by this insurance to such an entity does not apply to:
      - (a) **bodily injury or property damage** that occurred; or
      - (b) **personal and advertising injury** caused by an **incident** first committed;before a **Named Insured** has management control or after a **Named Insured** ceases to have management control; and
    - (1) no person or organization is a **Named Insured**:
      - (a) with respect to the conduct of any current, past or newly formed partnership, limited liability company or joint venture that is not covered by this endorsement as a **Named Insured**; or
      - (b) if the person or organization is excluded by another endorsement attached to this policy.For the purpose of this provision, management control means a **Named Insured**:
    - has more than 50% ownership interest in the entity, directly or indirectly; or
    - exercises management or financial control over the entity.
  - a. Paragraph C. is deleted and replaced by the following:
    - C. With respect to Coverage C – Crisis Event Management and Coverage D – Key Employee, any entity that qualifies as a **Named Insured** under Coverage A or Coverage B also qualifies as a **Named Insured** under Coverage C and Coverage D.

Form No: CNA88301XX (08-2017)

Endorsement Effective Date:

Endorsement No: 8; Page: 1 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: CUE 6023982050

Policy Effective Date: 03/03/2022

Policy Page: 57 of 60



**CNA Paramount Excess and Umbrella Liability  
Policy Endorsement**

2. The section entitled **DEFINITIONS** is amended to delete the definition of **Named Insured** and replace it with the following:

**Named Insured** means the persons or organizations named as such in the Declarations, and any other organization qualifying as a **Named Insured** in the Section entitled WHO IS AN INSURED.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA88301XX (08-2017)

Endorsement Effective Date:

Endorsement No: 8; Page: 2 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: CUE 6023982050

Policy Effective Date: 03/03/2022

Policy Page: 58 of 60



**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: 16; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6023982081

Policy Effective Date: 03/03/2022

Policy Page: 86 of 169

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****1. ADDITIONAL INSUREDS**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Engineers, Architects or Surveyors Engaged By You**

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

**D. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. ADDITIONAL INSURED – EXTENDED COVERAGE**

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;





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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured's inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**8. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:



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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury or property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION**

**A.** A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

**B.** All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
  2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
    - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
    - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and



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B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**



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b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to WHO IS AN INSURED:

If the Named Insured was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date;
b. the bodily injury or property damage first occurred after such termination date; and
c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Architects, Engineers And Surveyors General Liability Extension Endorsement provision entitled WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

B. Participation In Current Professional Joint Ventures

The following is added to WHO IS AN INSURED:

The Named Insured is also an Insured for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the Named Insured's co-venturers are architectural, engineering or surveying firms only; and
b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the Named Insured is an Insured only for the conduct of such Named Insured's business within such a joint venture. The Named Insured is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this Architects, Engineers And Surveyors General Liability Extension Endorsement or by the attachment of another endorsement (if any), no person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

**Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;



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Extension Endorsement**

- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

**6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

**16. LIQUOR LIABILITY**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability  
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**A. LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

**B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

**A. Under DEFINITIONS, the definition of personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

**B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:



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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

**WHO IS INSURED** is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

**24. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**26. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



Architects, Engineers and Surveyors General Liability Extension Endorsement

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

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**CNA PARAMOUNT**

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## Workers Compensation And Employers Liability Insurance Policy Endorsement

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

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

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

#### Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Endorsement Expiration Date:

Policy No: WC 6 23982095

Policy Effective Date: 03/03/2022

Policy Page: 62 of 105

