

DAILY SOUTHTOWN
Monday, September 21, 2015



LEGAL NOTICE

VILLAGE OF ORLAND PARK **REQUEST FOR QUALIFICATIONS # 15-026** **COMPREHENSIVE SANITARY SEWER SYSTEM EVALUATION PROJECT**

The Village of Orland Park is requesting Statements of Qualifications (SOQs) from experienced consulting engineering firms to provide assistance in developing and implementing a Village-wide comprehensive sanitary sewer system evaluation & repair program.

The submittal deadline is not later than 11:00 A.M., local time, on Monday, October 5, 2015. Submittals will be opened and evaluated in private and submittal information will be kept confidential until an award is made.

The specifications are on file and available for inspection at the Office of the Village Clerk and online on the Village's website www.orlandpark.org. No submittal shall be withdrawn after the opening of the SOQs without the consent of the Village for a period of ninety (90) days after the scheduled time of opening SOQs.

The President and Board of Trustees reserve the right to reject any and all SOQs or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter proposals.

The successful Consultant shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES

VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK

VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

REQUEST FOR QUALIFICATIONS
#15-026

COMPREHENSIVE SANITARY SEWER
SYSTEM EVALUATION PROJECT

ISSUED

September 21, 2015

SUBMITTAL DEADLINE

October 5, 2015
11:00 A.M.

SUBMIT SEALED SOQS TO:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

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SECTION I – INSTRUCTIONS TO CONSULTANTS

PURPOSE OF REQUEST

The Village of Orland Park (the “Village”) is soliciting Statements of Qualifications (the “SOQ”) to retain the services of one (1) qualified and experienced consulting engineering firm (the “Consultant”) to provide assistance in developing and implementing a Village-wide comprehensive sanitary sewer system evaluation & repair program that incorporates mandates and requirements outlined in Article 8 of the Metropolitan Water Reclamation District of Greater Chicago’s (DISTRICT), Watershed Management Ordinance (WMO). At the Village’s sole discretion, the selected Consultant may also be retained to complete additional engineering services during fiscal years 2016, 2017 and 2018 pertaining to the Village’s Sanitary Sewer Inflow and Infiltration (I/I) Capital Improvement Program (CIP).

CONTACT PERSON

Bill Cunningham
Village of Orland Park
Public Improvement Project Coordinator
E-mail: publicworks@orlandpark.org
Fax: (708) 403-8798

QUESTIONS AND ADDENDA

Consultants may, in writing, ask questions or request clarification about this Request for Qualifications (the “RFQ”). Only written inquiries directed to the contact person listed above and received by noon on September 28, 2015 will be given consideration. No oral comments will be made to any Consultant as to the meaning of the Project.

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFQ in the form of a written addendum. Consultants may find addenda and sign up for Bid Posting e-mail alerts on the Village’s website at www.orlandpark.org/bids.aspx. Consultants will not be relieved of obligations due to failure to examine or receive documents, visit the website or become familiar with conditions or facts of which the Consultant should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Consultant or relieve him from fulfilling any of the conditions and obligations set forth in this RFQ. In the event of conflict with the original RFQ documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified. Consultants are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission. A Consultant’s failure to include a signed formal Addendum in its submission may deem its submission non-responsive.

BACKGROUND

Metropolitan Water Reclamation District of Greater Chicago (DISTRICT)

The Metropolitan Water Reclamation District of Greater Chicago (DISTRICT) governs solid waste and storm water within their established service area encompassing Cook County. The

DISTRICT passed the Watershed Management Ordinance (WMO) establishing minimum stormwater management regulations in their serviceable district.

Watershed Management Ordinance (WMO)

The Watershed Management Ordinance (WMO) establishes uniform, minimum, stormwater management regulations throughout Cook County. The WMO went into effect on May 1, 2014 and the DISTRICT's Board of Commissioners most recently amended the WMO on July 10, 2014.

Article 8: (Incorporated into WMO on July 10, 2014)

The Illinois Environmental Protection Agency (IEPA) has imposed a special condition as part of the DISTRICT's National Pollutant Discharge Elimination System (NPDES) Permits that requires the owners and/or operators of separate sanitary sewer systems that discharges directly and/or indirectly to the DISTRICT's facilities (satellite entities) to implement measures for reducing excessive Infiltration and Inflow (I/I) that cause or contribute to sanitary sewer overflows (SSOs) and/or basement backups (BBs) in addition to those required measures under the 1985 Sewer Summit Agreement (SSA).

Village of Orland Park

The Village requires assistance to develop and implement a Village-wide, comprehensive, sanitary sewer system evaluation & repair program that incorporates the requirements outlined in Article 8 of the DISTRICT's WMO. These activities will then translate into sound and cost efficient repair and corrective recommendations.

The Village maintains a separate sanitary sewer system. The Village has approximately 260 miles of sanitary sewer mains, approximately 7,000 manholes, 13 lift stations, approximately 46,800 lineal feet of sanitary forcemain, approximately 23,500 residential and business services. Information relating to the sanitary sewer infrastructure is contained in a Geographic Information System (GIS) platform. Supervisory Control And Data Acquisition (SCADA) information is also available from an existing system.

Much of the older collection system was built with vitrified clay pipe (the majority of which has been lined), some cast iron, ductile iron, and concrete pipe are also installed. With some exceptions, subdivisions constructed between 1975 and 2010 were built utilizing ABS Truss Pipe SDR26.5. Sanitary sewers constructed after 2010 utilized PVC Schedule 26 pipe.

The Village's Public Works Department, Utility Division, is responsible for the repair and maintenance of the collection system. The Village's Utility Division is also responsible for the repair and maintenance of the potable water, storm sewer and drainage infrastructure.

The Utility Division maintains all infrastructure with a field crew of 17 whose responsibilities include all aspects of the Village's sanitary sewer collection system. The Village also utilizes contractors for some collection system maintenance tasks, i.e., pipe lining, incidental cleaning and televising, main line repairs, etc.

Age of Pipe Ranges of the Village's Sanitary Sewer System:

10% - 50 to 75 years old
35% - 30 to 49 years old
35% - 20 to 29 years old
20% - 5 to 19 years old

SCOPE OF SERVICES

Overall Goal

The Village's overall goal is to continue its compliance with the DISTRICT's Watershed Management Ordinance by reducing the amount of inflow and infiltration. Reducing the I/I entering the sanitary sewer system will reduce the possibility of sanitary sewer overflows and basement backups improving the overall quality of life for our customers and reduce the overall pumping costs.

The Village expects that the scope of services will establish various investigative tools and methods to identify, record, monitor and remove inflow and infiltration. Methods may include manhole inspections, smoke testing, flow monitoring, cleaning and televising sanitary sewers, and the development of specifications, cost estimates and other bidding documents for improvements to the sanitary sewer collection system. Having the understanding that the successful completion of this initiative will require a phased approach, the Village also expects multi-year funding and costing recommendations.

In addition, it is expected the selected consultant will work closely with Village staff to facilitate the completion of various DISTRICT required reports.

The selected Consultant shall:

- A. Assist the Village of Orland Park in developing a Sewer System Condition Assessment and completing the first Short Term Requirements Annual Summary Report (due by March 1st, 2016):
 - 1. Facilitate completion of the Sanitary Sewer System Description and Inventory Form.
 - 2. Facilitate completion of the Sanitary Sewer Drainage Basin Map
 - 3. Facilitate identification and generation of the High Risk Sanitary Sewer Exhibit
 - 4. Facilitate completion of the Condition Assessment Prioritization Form. The assessment shall prioritize: (a) areas with sanitary sewer overflows (**SSOs**) and/or basement backups (**BBs**); (b) areas upstream of **SSOs** and **BBs**; (c) sub-basins known to surcharge; (d) areas with excessive wet weather flows and/or excessive lift station pumpage; and (e) areas with system deficiencies that could result in system failure.
- B. Assist the Village of Orland Park in establishing a Sanitary Sewer System Rehabilitation Program. Utilize assessment data to identify rehabilitation needs and high priority deficiencies. Development of a Capital Improvement Program (CIP) based on severity of condition.
- C. Develop and submit to DISTRICT for approval a **Private Sector Program (PSP)** that addresses disconnection of direct and indirect cross connections identified during inspections and repairs to service laterals.
- D. Develop and submit to DISTRICT for approval a **Long Term O&M Program** conforming to Section **§805** of the DISTRICT Watershed Management Ordinance.
- E. Public Outreach/Notification Campaign:

Due to the highly visible nature of this type of work, the Consultant will assist staff with creating and maintaining an effective public outreach campaign that will consist of the following:

1. Pre-Project campaign to notice citizens educating them of upcoming testing/work
 2. Web based information, notifications and education material
 3. Scheduled mailings and/or handouts
 4. Reminder information by neighborhood or designated work area
 5. Brochures, pamphlets and targeted neighborhood correspondences
- F. Assist in the establishment of programs, parameters and bid documents for short term and long term operational activities including but not limited to:
1. Manhole Inspections
 2. Smoke Testing
 3. Flow monitoring
 4. Televising sanitary sewers

EVALUATION CRITERIA

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

- Familiarity with the DISTRICT’s requirements as it relates to Inflow/Infiltration activities
- Experience and capability to develop and implement a Village-wide inflow/infiltration program from inception to final reporting
- Consultants understanding of the project and commitment to their role in assisting the Village in educating residents to methodology, findings and recommendations
- Additional capabilities of consultant to identify and evaluate areas not specifically articulated in the Scope of Services
- Ability to demonstrate proven results from consultant recommendations from previous clients
- Assignment of qualified and experienced team members to this project and estimated individual time and cost associated with the components of this project

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

A selection committee comprised of staff from the Village of Orland Park will evaluate all Statement of Qualifications (SOQ). SOQ’s will be reviewed, evaluated, and scored, using the criteria and weights defined below. Based on scores, firms will be selected for interviews. After the interviews, there will be a final scoring of firms that will yield a single firm that will be recommended to provide future Village sanitary sewer I/I consulting engineering services.

The Village will consider the following items when evaluating each Consultant’s submittal and interview (if applicable):

1. Qualifications, project approach and experience with area Inflow & Infiltration reduction programs per DISTRICT requirements (40%)
2. Qualifications and experience of the main point of contact, project managers, design team and construction engineers (20%).
3. Qualifications and experience with the DISTRICT’s Water Shed Ordinance; specifically

Section 8 as adopted in 2014 (15%).

4. Qualifications and experience in securing outside funding sources to offset local costs in implementing an Inflow/Infiltration Reduction program per DISTRICT requirements (5%).
5. Completeness of the proposal (10%).
6. Cost Schedule (10%).

SOQ SUBMITTAL REQUIREMENTS

Instructions for Submittal

Consultants with qualifications that include demonstrated experience in the evaluation of public sanitary sewer facilities similar in scale and scope are encouraged to respond. Seven (7) hardcopies of the SOQ must be returned to:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

After the Village receives the "Statement of Qualifications," the responding consultant list will be shortened and selected consultants will be notified of interview times conducted by a municipal panel. To ensure that consultants are effectively and properly notified, Consultants will be contacted by phone and e-mail regarding interview times.

Copies

Bidders must submit **seven (7) complete, sealed, signed and attested hardcopies of the SOQ**. One (1) hardcopy shall be an **original unbound** version, marked "Original" and must contain original signatures. One (1) hardcopy shall be an **original bound** version, marked "Original" and must contain original signatures. The final five (5) hardcopies shall be complete, identical, **bound copies** of the SOQ. SOQs shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Submission of Price Proposal

While the selection of a consultant is not entirely based on price or "lowest bid" amount, consulting service costs are required. The submittal will include a hourly rate schedule and a not to exceed amount for the completion of Item A. in the Scope of Services. Price Proposals and cost quotes should be inclusive. If your price excludes certain fees or charges, please provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Conditional proposals will not be considered.

If the execution of work to be performed by your company requires the hiring of subcontractors you must clearly state this in your proposal. Sub-contractors must be identified and the work they will perform must be defined. In your proposal please provide the name, address, and EIN of the sub-contractor(s).

SCHEDULE

The following RFQ Schedule of Events represents the Village's best estimate of the schedule that shall be followed. The Village reserves the right to adjust the schedule as it deems necessary.

Request for Qualifications Advertised	Monday, September 21, 2015
Question Deadline	Monday, September 28, 2015
SOQ Submission Deadline	Monday, October 5, 2015
Village Evaluates SOQs	Tuesday, October 6 thru Friday, October 9, 2015
Village Contacts Finalists	Week of October 13, 2015
Village Interviews Consultants	Week of October 13, 2015
Recommend Consultant (Committee)	Monday, November 2, 2015
Approve Consultant/Proposal (Board)	Monday, November 16, 2015

GENERAL TERMS AND CONDITIONS

The Village reserves the right to accept any submittal, any part or parts thereof, or to reject any and all submittals. The Village reserves the right to waive minor informalities or irregularities in the submittals received, to accept any submittal deemed advantageous to the Village, or to reject any and all submittals. Conditional submittals, or those which take exception to the RFQ documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Each Consultant is responsible for reading this RFQ and determining that the Scope of Services describes the Project in sufficient detail. Consultants shall notify the Village of any inappropriate items in this RFQ and shall note in its submittal the adjustments made to accommodate such deficiencies. After submittals have been opened, no Consultant shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Consultant from its obligation to perform. All forms must be executed only on the forms provided by the Village and must be made in accordance with this RFQ, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

Assignment – The selected Consultant shall not assign the work of this Project without the prior written approval of the Village.

Compliance with Laws – The Consultant shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of bids or the performance of the Contract. Consultant hereby agrees that it will comply with all requirements of the Illinois Human Rights

Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. Consultants and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Consultants are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Consultants are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality - As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Consultant in response to this RFQ will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFQs, where applicable, a Consultant must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – The selected Consultant will be required to enter into a standard form Professional Engineering Services contract with the Village and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The Contract will be modified to incorporate the terms of this RFQ and any pertinent documents included with the selected contractors accepted and approved SOQ. The Village reserves the right to terminate the relationship with the selected Consultant if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the Contract. Should the Consultant neglect, refuse, or fail to complete the work under the Contract in accordance with the Village's Requirements, the Consultant may be liable for consequential damages resulting directly from their negligent acts. Attached is a sample Professional Engineering Services Contract the Village intends to use for this Project.

Incurred Costs - The Village will not be liable in any way for any costs incurred by the Consultant in replying to this RFQ.

Indemnification - The selected Consultant shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Consultant, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Consultant, its officers, agents and/or employees arising out of , or in performance of any of the Contract provisions, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Consultant shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Consultant shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Consultant shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Payments – Payment terms will be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt of the selected Consultant's dated invoice. **For payment, submit invoices electronically** to accountspayable@orlandpark.org and include the following information:

- Name and address
- Purchase order number
- Amount Being Requested
- Dates of service/transaction
- Current invoice amount

Sales Tax Exemption – In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to work being done for this Project, the selected Consultant must complete the Village's Sales Tax Exemption Number Authorization Form. The selected Consultant may email purchasing@orlandpark.org for a copy of this form.

SUBMITTAL CHECKLIST

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

A. Seven (7) sealed copies of submittal:

Labeled RFQ # 15-026 COMPREHENSIVE SANITARY SEWER SYSTEM EVALUATION PROJECT in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

B. Signed and completed forms:

1. Affidavit of Compliance (*notary signature required*)

- Business Organization
- Eligibility to Enter Into Public Contracts
- Sexual Harassment Policy
- Equal Employment Opportunity Compliance
- Tax Certification
- Authorization & Signature

2. Insurance Requirements

C. Consultants are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission. A Consultant's failure to include a signed formal Addendum in its bid submission may deem its submittal non- responsive.

SECTION II: REQUIRED BID SUBMISSION DOCUMENTS

AFFIDAVIT OF COMPLIANCE

Consultants shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Consultant is not responsible.

The undersigned _____,
(Enter Name of Person Making Affidavit)

as _____
(Enter Title of Person Making Affidavit)

and on behalf of _____,
(Enter Name of Business Organization)

certifies that:

1) BUSINESS ORGANIZATION:

The Consultant is authorized to do business in Illinois: Yes [] No []

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

[] Sole Proprietor

[] LLC

[] Partnership

[] Independent Proposer (Individual)

[] Corporation _____
(State of Incorporation) (Date of Incorporation)

Federal Employer I.D. # (or Social Security # if an individual or sole proprietor):

Business Summary:

Business Name: _____

Contact Person Name & Title: _____

Address (Street, City, State, Zip Code): _____

Phone: (____) _____ E-mail Address: _____

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [] No []

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

3) SEXUAL HARRASSMENT POLICY: Yes [] No []

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

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

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

The Consultant shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be

requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Consultant and any person under which any portion of the Consultant's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Consultant or other organization and its customers.

In the event of the Consultant's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Consultant may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes [] No []

Consultant is not delinquent 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 Affidavit of Compliance on behalf of the Consultant set forth on the Consultant Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This _____ Day
of _____, 20__.

Notary Public Signature

NOTARY SEAL

INSURANCE REQUIREMENTS

Please submit a policy Certificate of Insurance showing Consultant's current coverages

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident
\$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

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

GENERAL LIABILITY (Occurrence basis)

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

PROFESSIONAL LIABILITY

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

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

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

ACCEPTED & AGREED THIS ____ DAY OF _____, 20__

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

SECTION III: EXHIBIT

****SAMPLE AGREEMENT****

VILLAGE OF ORLAND PARK PROFESSIONAL ENGINEERING SERVICES

This Agreement is made this ____ day of _____, 20__ by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and _____ (hereinafter referred to as the "ENGINEER").

WITNESSETH

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

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

This Agreement

The Terms and Conditions

The Proposal(s) as it is responsive to the VILLAGE's requirements

All Certifications required by the Village

Certificates of Insurance

SECTION 2: SCOPE OF SERVICES AND PAYMENT: The ENGINEER agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Task 1 – Topographic Survey including ROW verification. This will include title searches to verify the ROW.

Task 2 – Traffic Counts (if required by IDOT).

Task 3 – Preparation of Construction Plans, Specifications and Estimate.

Task 4 – IDOT Permitting.

Task 5 – Bidding Assistance.

(hereinafter referred to as the "SERVICES") and the VILLAGE agrees to pay the ENGINEER

pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount:

TOTAL COST:

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

SECTION 4: TERM OF THE CONTRACT: This Agreement shall commence on the date of execution. The SERVICES shall commence upon execution of this contract and receipt of a Notice to Proceed. This Agreement shall terminate on [MONTH DAY, YEAR], but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Agreement with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The ENGINEER shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the ENGINEER, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said ENGINEER, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ENGINEER shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The ENGINEER shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the ENGINEER shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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

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

Certificates provided by the ENGINEER in compliance with the AGREEMENT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: ENGINEER agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: ENGINEER hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the ENGINEER and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The ENGINEER shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. ENGINEER and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. ENGINEER and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

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

To the VILLAGE:

Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone:
Facsimile:
e-mail:

To the ENGINEER:

Telephone:
Facsimile:
e-mail:

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

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The ENGINEER'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents

or Village employees in a respectful manner. At the request of the Village Manager or a designee, the ENGINEER shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The ENGINEER shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: ENGINEER shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

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

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

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

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

FOR: THE VILLAGE

FOR: THE ENGINEER

By:_____

By:_____

Print Name: _____

Its: Village Manager

Date: _____

Print Name: _____

Its: _____

Date: _____

**VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
SAMPLE GENERAL TERMS AND CONDITIONS**

1. Relationship Between Engineer and Village: The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
2. Responsibility of the Engineer: Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. Changes: Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. Suspension of Services: Village may, at any time, by written order to Engineer (Suspension of

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Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Documents Delivered to Village: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

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7. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
12. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. Force Majeure: Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

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14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.
19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such

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suspension.

20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.
24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

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

_____ (ENGINEER)

A. **By:** _____

B. Officer

Date

Print Name: _____

VILLAGE OF ORLAND PARK

C. **By:** _____

D. Officer

Date

Print Name: _____

E.