



**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 29th 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

To the Consultant:
Name: Steve Ejnik, P.E., R.A., LEED AP
Company: Valdes Engineering Company
Address: 100 W. 22nd Street
City, State, Zip: Lombard, IL 60148
Telephone: 630-678-2804
e-mail: 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:

By:

Name:

Name:

Its and Authorized Agent

Title:

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal(s)

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees



Response to:

Request for Qualifications

Professional MEP and Architectural Services

#22-004

February 17, 2022



VALDES

Quality | Reliability | Diversity

Submitted by:

Valdes

100 West 22nd Street

Lombard, Illinois 60148

Contact:

Steve Ejnik, PE, RA, LEED AP

(630) 678-2804

sejnik@valdeseng.com

February 17, 2022

Patrick R. O'Sullivan
Office of the Village Clerk, 2nd 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,

A handwritten signature in black ink, appearing to read "Steve Ejnik". The signature is fluid and cursive, with the first name "Steve" being more prominent than the last name "Ejnik".

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



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

Staff Qualifications

STEVE EJNIK, PE, RA, LEED® AP

VICE PRESIDENT - FACILITIES



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.

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.

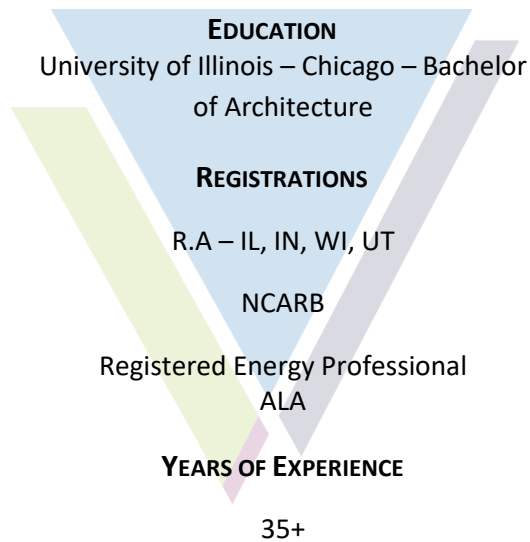
Illinois Maximum Security Correctional Center

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.

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.

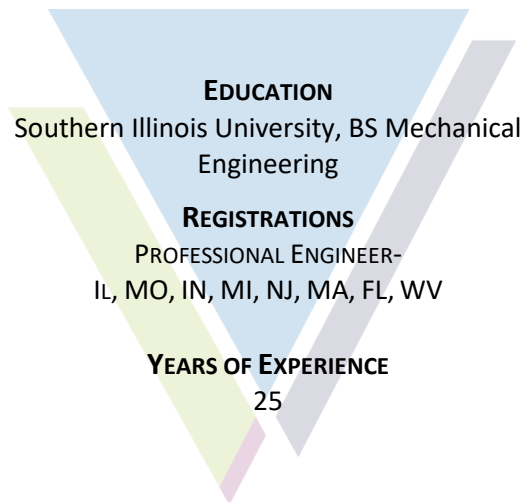
Product Assembly Facilities, Hewlett Packard

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

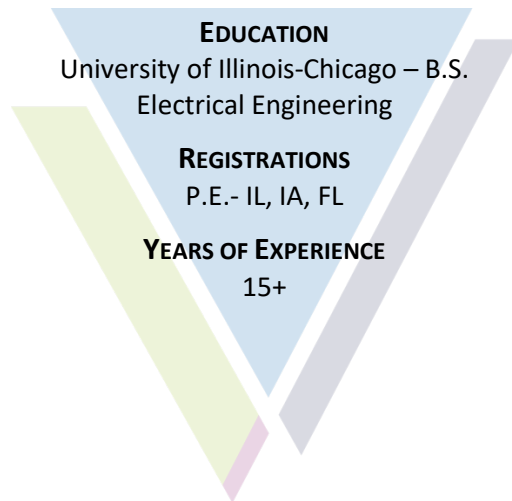
All electric building, performed design/layout, and produced drawings. Handed job off for construction activities.

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).

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



- 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.



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

Company Experience

	Fermi National Accelerator Laboratory Term Agreements	Argonne National Laboratory Term Agreement	U of C AE Term Agreement	GSA IDIQs	UIUC Utility Engineer Retainers	DuPage County Program Management
Experience Category						
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	Valdes typically partners with a Certified Energy Manager (Cyclone Energy Group)					
Testing and balancing	Valdes typically partners with a Testing & Balancing contractor (International Test & Balance)					
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
- Sheriff'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



ORLAND
PARK

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

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.

Quality Assurance/Quality Control



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



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
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Past Experience

Valdes staff, Steve Ejnik 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





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

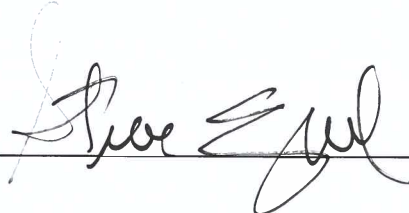
Street Address: 100 West 22nd Street

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 Ejniak

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

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).

PRODUCER Risk Strategies Company 333 W. Wacker Drive, Suite 1200 Chicago, IL 60606	CONTACT NAME: Cindy Dolan PHONE (A/C, No, Ext): (847) 513-6620 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Valley Forge Insurance Company INSURER B : INSURER C : National Fire Insurance Co of Hartford INSURER D : INSURER E : INSURER F :
INSURED Valdes Engineering Company 100 West 22nd Street Lombard IL 60148	NAIC # 20508 20478

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Primary/Non-Contributory ☒ Subject to Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ 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	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ 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) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6023982095	3/3/2022	3/3/2023	☒ PER STATUTE ☐ 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

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.

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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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$
	OTHER:						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO ☐						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 & conditions.

CERTIFICATE HOLDER

CANCELLATION

Valdes Engineering Company
100 West 22nd St.
Lombard IL 60148

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AUTHORIZED REPRESENTATIVE

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