



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Cordogan Clark and Associates, Inc. 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 Cordogan Clark and Associates, Inc. (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: Brian Kronewitter, AIA, DBIA
Company: Cordogan Clark and Associates, Inc.
Address: 960 Ridgeway Avenue
City, State, Zip: Aurora, IL 60506
Telephone: 312-943-7300
e-mail: BKronewitter@cordoganclark.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: Cordogan Clark and Associates, Inc.

VILLAGE OF ORLAND PARK

By:

By:

Name:

Name:

Its and Authorized Agent

Title:

<u>EXHIBIT A</u> [ATTACH] Scope of Work as set forth in Consultant's Proposal(s)
--

<u>EXHIBIT B</u> [ATTACH IF REQUIRED] Schedule of Fees
--

REQUEST FOR QUALIFICATIONS #22-004

VILLAGE OF ORLAND PARK

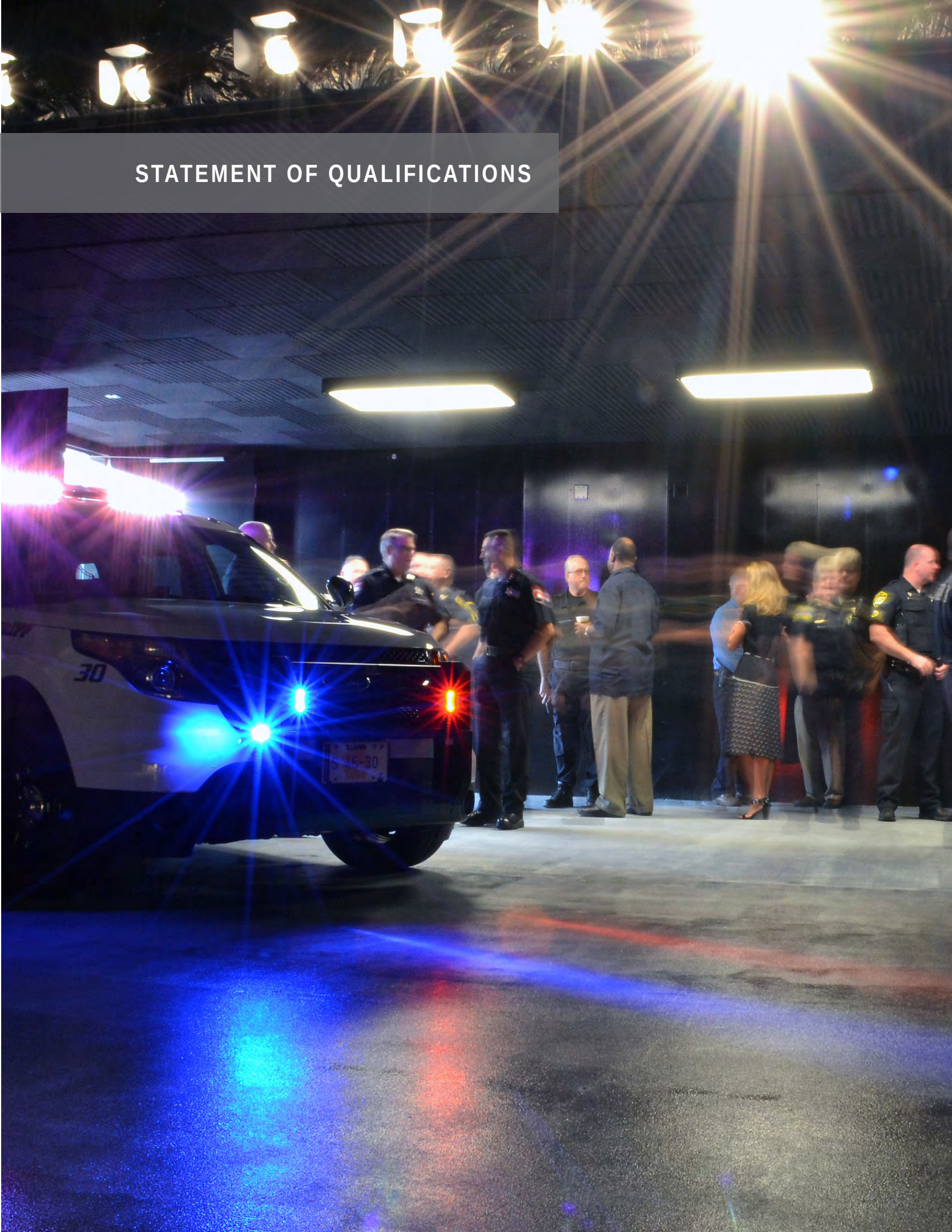
February 17, 2022





I	STATEMENT OF QUALIFICATIONS
II	STAFF QUALIFICATIONS
II	COMPANY EXPERIENCE
IV	OPERATING HISTORY
V	QUALITY ASSURANCE/QUALITY CONTROL
VI	PAST EXPERIENCE
VII	REQUIRED FORMS

STATEMENT OF QUALIFICATIONS



February 17, 2022

Office of the Village Clerk
2ND Floor
14700 S. Ravinia Avenue
Orland Park, IL 60462

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

Dear Selection Committee,

We are pleased to present our qualifications to the Village of Orland Park to be considered as the Village's Architect and Engineer to assist with Village facility projects on an as-needed basis. We believe our team will be an excellent partner for the Village and any future projects. We are eager to provide the Village of Orland Park with the highest caliber professional design and engineering services at the best value. The Cordogan Clark Team is client focused and committed to these projects, with professionals ready to start immediately and remain focused through completion. We love what we do, are dedicated to our clients, and focus on providing cost effective and practical solutions that create aesthetically pleasing, functional environments.

Cordogan Clark is a full-service firm of more than 100 architectural, engineering, and construction management professionals dedicated to excellence. We regularly provide a full range of design services including facilities assessment, master planning, feasibility studies, programming, space planning and interior design, renovations, MEP engineering, ADA and Life/Safety analysis and implementation, construction administration, construction estimating and construction management. We can provide: Architectural, Mechanical, Electrical, Plumbing, Fire Protection Engineering and Structural Engineering services – all in house.

This is exactly the type of work our team excels in, and we look forward to the opportunity and would be honored to partner with the Village of Orland Park. Please do not hesitate to contact us if we can assist your efforts in any way. Thank you for your consideration of our qualifications. If you have any questions regarding our team or this proposal, please contact Brian at 630-209-7525 or bkronewitter@cordoganclark.com.

Respectfully submitted,

Cordogan Clark



Brian Kronewitter, AIA, DBIA
Executive Vice President

STAFF QUALIFICATIONS



It is the intent of the Village to award a contract only to a Proposer who furnishes satisfactory evidence that they possess the requisite experience, knowledge, ability, equipment, staffing, and sufficient capital and facilities to perform the work successfully and within the specified time. To be considered for the selection, a Proposer must meet minimum experience requirements specified below.

The team we have assembled represents the level of effectiveness and efficiency that is needed for this project. In no other team will you find this balance of project understanding, alignment of skills and collaborative initiative for your project. Our highly experienced team members are committed to working collaboratively with the Village of Orland Park.

Please see below for an organizational chart of the proposed team. Detailed resumes can be found on the following pages.

PROJECT LEADERSHIP



BRIAN KRONEWITTER
Principal Project Director



NATHAN MELOTTE
Project Director

PROJECT TEAM

ARCHITECTURE



LAURA NOVICK
Project Manager



TIM WEBER
Project Architect



FAITH LINDER
Architectural Designer

ENGINEERING



WAI CHIANG
Principal Structural Engineer



DAVID ALLEN
Senior Mechanical Engineer



DOUG SCHOMER
Electrical Systems Designer



BRIAN KRONEWITTER, AIA, DBIA

PRINCIPAL PROJECT DIRECTOR

Brian Kronewitter is a Principal and Executive Vice President for the Cordogan Clark Group and leads the firm's Project Development and Construction Division along with managing key client relationships. Client focused, Brian establishes a partnership with clients to maximize project scope, program and scope objectives, ensuring client satisfaction, and providing sound design and budget advice. Brian has over thirty years' experience in the design and construction industry in various leadership capacities. This experience includes providing Architectural, Construction Management, and Design-Build management services in the public and private sectors with significant experience in the K-12, higher education and public sector / municipal facilities markets. Additionally, Brian has been actively involved in numerous professional organizations, has been on the NEI - AIA Board of Directors and currently is in his second term on the Naperville Building Review Board. Brian received a Bachelor of Architecture and a Bachelor of Science in Environmental Design from Ball State University in Muncie, Indiana. He is a licensed architect in Illinois and Ohio, and a member of the Design Build Institute of America and the American Institute of Architects.

EDUCATION

Bachelor of Architecture
Ball State University

Bachelor of Science in
Environmental Design
Ball State University

REGISTRATIONS & CERTIFICATIONS

Licensed Architect:
Illinois, Ohio

PROFESSIONAL AFFILIATIONS

American Institute of Architecture,
Board of Directors

Design-Build Institute of America,
Education & Legislative Committee

ILCMA, Committee Member

Society for College &
University Illinois Library Association

Illinois Parks &
Recreation Association

Illinois Community College CFO's
Illinois Municipal League

Will City Government League

DuPage Mayors & Managers

RELEVANT EXPERIENCE

- Village of Schaumburg, Prairie Arts Center Revitalization and Addition
- Village of Schaumburg, Task Architect
- Kane County, Multi-Use Facility
- Kane County, Adult Justice Facility
- Kane County, Regional Training Center
- Kane County, Diagnostic Center
- Kane County, Sheriff's Headquarters
- Kane County, Municipal Buildings Assessments
- Kane County, Justice Center Renovations
- Village of Oak Park, New Public Works Center
- City of Delafield, Public Safety & Library Complex
- Village of Glenview, Task Architect
- Will County, Coroner & Recorder of Deeds Building
- Will County, Sheriff's Office 1st Midwest Renovation
- Will County, Sheriff's Office Space Planning
- Lake County, Courthouse Renovation
- Lake County, Central Permit Facility
- DuPage County Forest Preserve, St. James Farm
- Village of Tinley Park, Fire Station Renovations
- Village of Shorewood, New Village Hall





EDUCATION

Master of Architecture,
University of Illinois at
Urbana-Champaign

Bachelor of Science of Architectural
Studies, University of Illinois at
Urbana-Champaign

Ecole d'Architecture
Versailles, France

REGISTRATIONS & CERTIFICATIONS

Registered Architect: Illinois

PROFESSIONAL AFFILIATIONS

Professional Development Mentor
High School Architectural
Outreach Participant

NATHAN MELOTTE, AIA

PROJECT DIRECTOR

Since joining the firm in 2002, Nathan has developed into a leader for the Chicago office of Cordogan Clark. In that time, he has managed a wide range of significant projects including athletic field houses, commercial developments, community master planning, and multi-family residential projects. For the past 15 years, Nathan has been focused on educational work including K-12 and Higher Education. He has served as the Architectural Project Manager for higher education clients such as the University of Illinois, Urbana-Champaign, the University of Chicago, The School of the Art Institute of Chicago and the College of Lake County on a diverse portfolio of project types. These range from interior renovations and accessibility modifications to exterior repairs and additions. Nathan has also been Cordogan Clark's lead Architect for K-12 education in the Chicago office. In that role, he has served several school districts including two, the Chicago Public Schools District and Argo Community School District #217, in which he has been the Project Manager for the last 13 years. Nathan has successfully completed several renovations and additions over the past and is currently working on a two year project that includes eleven new state-of-the-art science labs; a new commercial kitchen classroom facility; and renovation of over forty classrooms. In addition to his standard architectural services, he has also provided several services for the district including facility utilization analysis, program development and FF&E presentations.

Nathan's commitment to service is an important part of his skill set. His attention to details and ability to clarify complex issues enables the firm to develop and maintain positive working relationships with his clients. His passion for education and related design started when he was working as a Teaching Assistant for the Architectural Design Program at UIUC and continues to this day. He has been actively involved in outreach programs to introduce the profession to high school students and works closely with younger staff to help them along on their path to licensure. This focus, combined with his interest in improving educational environments, has made Nathan a valuable leader of the firm's educational design team.

RELEVANT EXPERIENCE

- City of Chicago, 41st and 43rd Street Pedestrian Bridges
- Village of Glenview, Metra Station Renovations
- Village of Glenview, Project Planning Assessments
- Village of Schaumburg, Public Safety Building Evidence Storage Expansion
- Village of Schaumburg, Public Safety Building Firing Range Renovation
- Village of Schaumburg, Prairie Center for the Arts Master Planning
- Norridge Park District, East Center Renovation
- Argo Community High School District 217, Auditorium Renovation Programming
- Argo Community High School District 217, Science Wing Modernization
- Argo Community High School District 217, Student Commons
- Argo Community High School District 217, Original Façade Restoration
- Argo Community High School District, 217, Building Trades Renovation
- Argo Community High School District 217, District Architect, Multiple Infrastructure Projects
- University of Illinois at Urbana-Champaign, Public Safety Building Feasibility Study
- University of Illinois at Urbana-Champaign, Huff Hall Accessibility Improvements
- University of Illinois at Urbana-Champaign, North Campus Parking Deck USGS Addition and Parking Renovation
- University of Illinois at Urbana-Champaign, School of Labor & Employment Relations – Classroom Addition
- University of Illinois at Springfield, Public Safety Building
- University of Chicago, Task Architect; Multiple Modernization & Renovation Projects





LAURA NOVICK, RA

PROJECT MANAGER

Laura joined Cordogan Clark in 2007, beginning her career working on design and plan development for one of the firm's high-profile municipal projects, the 41st and 43rd Street Pedestrian Bridges in Chicago. Finally completed in 2018, the 41st Street Bridge spans Lake Shore Drive to link the city's south side neighborhoods with the city's lakefront park. She has since managed a variety of significant new construction and renovation projects, including the multi-phase renovation of one of Chicago's oldest high schools, Lake View High, and several multi-family housing projects in the Chicago-land area. She provides insightful design and planning solutions as well as technical construction detailing and structural design.

EDUCATION

Master of Architecture, University of Illinois at Urbana-Champaign

Bachelor of Science in Architectural Studies, University of Illinois at Urbana-Champaign
Highest Honors, Bronze Tablet Award

CERTIFICATIONS

Licensed Architect: Illinois

Over the years, Laura has gained experience in a broad variety of building types; commercial, municipal, residential, institutional, religious, and mixed-use. She has been responsible for and managed all phases of the architectural process, including schematic and design drawings, production and coordination of construction documents, and project representation during the construction administration phase. Laura's combination of design and technical skills helps ensure projects are well coordinated and that project objectives are met.

Laura received both her Master of Architecture and her Bachelor of Science in Architectural Studies from the University of Illinois – Urbana Champaign. She is an Illinois Registered Architect.

RELEVANT EXPERIENCE

- City of Aurora, Aurora Police Department
- City of Chicago 41st and 43rd Street Pedestrian Bridges
- City of Glenview, Task Work
- Westmont Village Apartments Clubhouse, Westmont
- 5150 Northwest Highway, Chicago
- Cleland Place Apartments, Wilmette
- Heart's Place Apartments, Arlington Heights
- Spruce Village Apartments, Palatine
- Indiana Avenue Apartments, Chicago
- Milwaukee Avenue Apartments, Chicago
- X Chicago Apartments, Chicago
- Lisle House, Lisle
- Batavia House, Batavia
- Brookridge Apartments, Bloomington



TIM WEBER, BEC, LEED AP BD+C

PROJECT ARCHITECT

As Project Architect for a variety of projects, including restoration, higher education, municipal, financial, commercial, and religious, Tim has proven his ability to develop a sophisticated program, provide LEED Analysis, and successfully carry it from schematic design through to final punch-list. His attention to detail and knowledge of spatial relationships enable him to create pleasing spaces that satisfy the needs and wants of the owner while his understanding of building science, codes, ordinances and standard building practices for a variety of construction types allow him to accomplish this efficiently and effectively.

EDUCATION

Master of Architecture, University of Illinois at Urbana-Champaign

Bachelor of Science of Architectural Studies with Certificate in Urban Planning, University of Wisconsin-Milwaukee

REGISTRATIONS & CERTIFICATIONS

LEED Accredited Professional

NCARB

Licensed Architect: Illinois

PROFESSIONAL AFFILIATIONS

National Institute of Building Sciences

Building Enclosure Technology and Environment Council

Building Enclosure Council

His active involvements in organizations like the Building Enclosure Technology and Environment Council (BETEC) and the Building Enclosure Council (BEC-Chicago), which guide the construction industry in proper application of the latest in building science knowledge, allow him to ensure cost effective, high-performing, and durable building enclosures in both new and renovation work.

RELEVANT EXPERIENCE

- Kane County, Historic Kane City Courthouse Parapet Repair
- Kane County, Historic Third Street School Building Assessment
- Huntley Fire Station #1
- Huntley Fire Station #5
- City of Naperville, Fire Station #9
- Village of Sugar Grove, Fire Stations (6)
- Village of Sugar Grove, Police Station (Silver Level LEED)
- Fermilab, FCC Precast Repair
- Fermilab FCC2, Data Center Renovation
- Fermilab HACC, Data Center Renovation
- Fermilab MuOn
- Plum Landing Retirement Center, Exterior Restoration
- Devon Bank, Wheeling Branch (LEED Gold)
- Northern Illinois University, Gilbert Hall Renovation
- Northern Illinois University, Cole Hall
- Northern Illinois University, Holmes Student Center College Grind Renovation
- Illinois State University, Watterson Towers Renovation
- Illinois State University, Watterson Towers Window Replacement
- Illinois State University, Watterson Commons Exterior Restoration
- Illinois State University, Old Union Exterior Restoration
- Waubesa Community College, Field House



FAITH LINDER

ARCHITECTURAL DESIGNER

Faith Linder joined Cordogan Clark in 2018 and participates in client and project management meetings from schematic design through construction. She contributes to creating the construction drawing sets and written specifications to comply with local regulations, and evaluating the design opportunities and constraints for projects.

Faith is passionate about education and civic engagement. She is an advocate for advancing the status of women in Architecture and related professions, and empowering young students to affect change in their community through design.

EDUCATION

Master of Architecture,
Graduate Certificate in
Public Interest Design,
Portland State University

Danish Institute for Study Abroad,
Copenhagen, Denmark

Bachelor of Science in Architecture
Sustainability Studies Minor
University of Minnesota

PROFESSIONAL AFFILIATIONS

Executive Committee,
Chicago Women in Architecture

Mentor, Project Pipeline,
Summer Camp, I-NOMA

During her graduate studies, Faith investigated design practices that address the growing needs of underserved communities, including a transitional housing community for houseless women in Portland and a cultural center design-build in Ecuador following an earthquake. Her Master's Thesis explored the development of modular business incubators in Chicago's South Side and aligns with her belief that architecture is an agent of change.

RELEVANT EXPERIENCE

- City of Glenview, Metra Station
- City of Glenview, Public Works Building
- Spruce Village, Palatine, Illinois
- Larkin Place Affordable Housing
- Hearts Place, Arlington Heights, Illinois
- Jefferson Park, Mixed-Use Chicago Development
- 15th Street Apartments, Dubuque, Iowa
- Alder Place, East Chicago, Indiana
- Summit Park, Kalamazoo, Michigan
- Torrence Place, Lansing, Illinois



WAI CHIANG, S.E., P.E.

PRINCIPAL STRUCTURAL ENGINEER

Wai Chiang, S.E. is currently a registered structural engineer in State of Illinois and a registered professional engineer in multiple states. Wai has accumulated extensive structural design background in schools, municipal facilities, industrial warehouses, retail buildings, theaters, condominiums, equipment supporting platforms, telecommunication towers, single family residences and mid to high-rise mixed-use buildings from 14 to 40 stories in height. He leads teams and remains involved from the conceptual development all the way to completion with detailed coordination and communication throughout the process.

EDUCATION

Master of Science in Civil
Engineering, University
of Illinois at Chicago

Bachelor of Science in Civil
Engineering, University
of Illinois at Chicago

In addition to the design experience, Wai is also an experienced forensic engineer who had investigated hundreds of cases related to structural failures, building envelopes, fire / moisture damage, catastrophes, foundation movements, construction accidents, defects, design errors, construction induced vibrations and etc. He had served as an expert witness in trials and given presentations on various forensic engineering topics to the legal, insurance and engineering industries.

REGISTRATIONS & CERTIFICATIONS

Licensed Structural
Engineer: Illinois

Registered Professional Engineer:
Iowa, Louisiana, Michigan,
Minnesota, Mississippi, New York,
Tennessee, Wisconsin

RELEVANT EXPERIENCE

- Kane County, Multi-Use Facility
- Kane County, Building Assessment
- City of Glenview, Task Architect
- Oswegoland Park District, Prairie Point Pavilion
- Oswegoland Park District, Fox Bend Golf Course Deck Replacement
- Forest Preserve District of DuPage County, St. James Farm
- City of Aurora, Aurora Public Library
- Fox Valley Park District, Prisco Community Center Renovation
- Aurora University, Entrance
- Norridge Park District, Renovations
- City of Chicago, 41st Street Pedestrian Bridge
- McCormick Place West Convention Center, Chicago, IL, Expansion
- 1555 S Wabash Condominium, Chicago, IL
- Market Street West Condominium, Willow Springs, IL
- Chicago Family Health Center, Chicago, IL, Healthcare Facility Expansion
- Larry Roesch Chrysler Dodge Jeep, Elmhurst, IL, Renovation & Expansion
- Waubensee Community College, Nursing School Remodel
- Wheaton College, North Harrison Hall Renovation





DAVID ALLEN, P.E., LEED AP

SENIOR MECHANICAL ENGINEER

David is responsible for the implementation of all mechanical engineering design and coordination from schematic design through the completion of construction documents and final installation. His responsibilities include the establishment and monitoring of project budgets and schedules; value engineering; coordination of project trades; specification of project equipment and materials, as well as, preparation of specification documents.

David is directly involved in the mechanical systems design, development and coordination of every project the firm manages. His experience includes the design and renovation of building mechanical systems for a wide variety of user groups including municipal, educational, financial, commercial, medical, residential, institutional and industrial.

David brings to each project the ability to work well within a team structure and adept at creating good working relationships with all professionals associated with the project.

EDUCATION

Bachelor of Science in
Mechanical Engineering,
Southern Illinois University

Associate Degree in Science,
Joliet Junior College

REGISTRATIONS & CERTIFICATIONS

Licensed Professional Engineer

Certified to use Carrier
Energy Simulation Software
for LEED Projects

LEED Accredited Professional

PROFESSIONAL AFFILIATIONS

National Fire
Protection Association

American Society
of Heating, Refrigerating and
Air Conditioning Engineers

RELEVANT EXPERIENCE

- Kane County, Multi-Use Facility
- Kane County, Municipal Buildings Assessment
- Will County, Coroner & Recorder of Deeds Building Renovation
- Will County, Sheriff Office Space Planning Kane County, Courthouse Renovations
- City of Aurora, Police & Public Safety Headquarters
- Aurora Public Library
- Village of Sugar Grove, Fire Station #2
- Naperville Municipal Building, Cooling Towers Replacement
- Fox Valley Park District, Prisco Community Center Addition and Renovation
- Aurora University, New Dormitory & Alumni Hall Addition
- University of Chicago, Task Architect
- Argo Community High School, Facility Master Planning
- Argo Community High School, Multiple Infrastructure Projects
- Kishwaukee Family YMCA
- Greenleaf Manor
- Chicago Public Schools, Infrastructure Project



DOUG SCHOMER, LEED AP ELECTRICAL SYSTEMS DESIGNER

With nearly 40 years of experience, Doug is a veteran of a diverse range of electrical design, management, and installation projects. He has direct knowledge of electrical construction methods and materials especially in the execution of lighting and power applications. His knowledge also extends to low voltage systems such as fire alarm and voice / data systems and infrastructure LAN and wireless networking. His working knowledge of local codes and AHJ expectations help expedite the permit process.

Doug has been directly involved in the electrical systems design, development and coordination of every project the firm has managed.

He brings to each project the ability to work well within a team structure and works hard to create good working relationships with all professionals associated with the work. His pragmatic approach has been successful in a broad range of educational, recreational, public, residential, financial and both light and heavy industrial projects.

Doug has been involved with all the firm's projects from the application of fire and communications systems, sustainable lighting to the installation of new technology systems for 100 year old buildings to new state-of-the-art facilities.

EDUCATION

Certificate of Completion, Electrical
Apprentice, Waubensee Community
College & IBEW

REGISTRATIONS & CERTIFICATIONS

LEED Accredited Professional

Registered Energy Professional,
Chicago Dept. of Buildings

PROFESSIONAL AFFILIATIONS

National Fire Protection Association

Illuminating Society of North America

International Brotherhood of
Electrical Workers, Local 461

RELEVANT EXPERIENCE

- Kane County, Courthouse Renovations
- Kane County, Municipal Buildings Assessment
- Kane County Clerk Facility, Addition and Renovation
- Will County, Coroner & Recorder of Deeds Building Renovation
- Will County, Sheriff Office Space Planning
- City of Aurora, Police & Public Safety Headquarters
- City of Aurora, Civic Center
- City of Naperville, Municipal Building
- Village of Sugar Grove, Public Works Facility
- Village of Sugar Grove, Fire Station #2
- Village of Sugar Grove, Public Library
- Naperville Park District, Community Center Renovation
- Naperville, Fire Station #9
- Naperville, Municipal Building
- Naperville, Police Station
- Fox Valley Park District, Prisco Community Center Addition and Renovation
- Argo Community High School, Facility Master Planning
- Argo Community High School, Multiple Infrastructure Projects
- Chicago Public Schools, Infrastructure Project
- Illinois State Highway Toll Authority Oases Redevelopment
- Aurora Public Library



COMPANY EXPERIENCE



Describe the experience of the company and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

KANE COUNTY

Mark Smith, Director of Capital and Special Projects
719 South Batavia Avenue
Geneva, Illinois 60134
224.760.5271
smithmarcus@co.kane.il.us

- New Multi-Use Facility
- Clerk's Office
- Adult Correctional Facility
- Public Works Remodel
- Regional Training Center
- Clerk's Office

CITY OF AURORA

Richard Irvin, Mayor
44 East Downers Place
Aurora, Illinois 60506
630.844.3612

- Fire Station 5
- Fire Station 9
- Fire Station 10
- Fire Station 12
- Police & Public Safety Headquarters
- Master Plan and Space Needs

VILLAGE OF GLENVIEW

Chris Clark, Project Manager
1225 Waukegan Road
Glenview, Illinois 60025
847.901.6074

- Village Hall and PSB Interior Renovations
- Facility Services Building and Yard Renovation Programming
- Facility Services Building Interior HVAC Improvements Feasibility
- Metra Station Office and Café Renovations
- Metra Station Exterior Door Renovations

HUNTLEY FIRE PROTECTION DISTRICT

Scott Ravagnie, Fire Chief
11808 Coral Street, #1
Huntley, Illinois 60142
847.669.2995

- Fire Station 1
- Fire Station 5

VILLAGE OF SCHAUMBURG

Amanda Stuber
Facilities Project Manager
714 South Plum Road
Schuamburg, Illinois 60193
847.895.4500

- Prairie Arts Center Revitalization
- Pilot Pete's Outdoor Deck Addition
- Gun Range
- Public Safety Building Renovations
- Architectural Retainer - Ongoing

VILLAGE OF TINLEY PARK

John Urbanski
Public Works Director
7980 West 183rd Street
Tinley Park, Illinois 60477
708.444.5500

- Oak Park Avenue Metra Station Warming Building
- Fire Station #2
- Public Safety Building



All Proposers must submit written documentation with their proposal demonstrating one or more of the following qualifications / capabilities: Site investigation, pre-design and existing conditions studies, architectural design, construction and bid documents, constructibility review and evaluation, bid review, estimating, technical design reviews, procurement support, submittal and shop drawing review/approval, record drawings, construction site inspections, IECC required commissioning services, testing and balancing and close-out documentation.



KANE COUNTY MULTI-USE FACILITY ST. CHARLES, ILLINOIS

The new Kane County Multi-Use Facility and Coroner's Office on the Kane County Judicial Center campus is a state-of-the-art facility designed for decades of intense use. The building houses the state-of-the-art Kane County Coroner's Office and Morgue facilities; Kane County Sheriff's Fleet Maintenance Space; Office of Emergency Management (OEM) fleet, storage, training and support facilities; the Kane County Building Management offices, shops; salt storage dome, fueling station, and fleet storage; and a County-wide Records Storage space. Catastrophe training is also conducted at the new 58,000 square foot building. This facility provides the Coroner's Office with a modern, 21st century design that will serve the County for the next 30 years. It also provides a centralized location for the County's emergency management equipment. Before, emergency equipment was spread throughout the County, creating longer response times. Housing it in one location lets emergency personnel meet at a central location, resulting in more rapid response times.

CLIENT

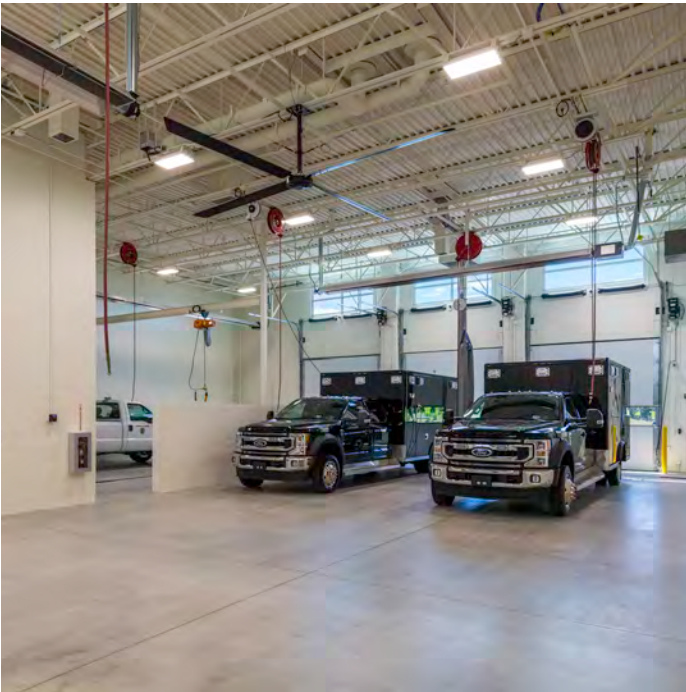
Kane County Board Office
Mark Smith, Director of Capital
and Special Projects
719 South Batavia Avenue
Geneva, Illinois 60134
224.760.5271
smithmarcus@co.kane.il.us

PROJECT SIZE

56,000 SF

COST

\$13.3M





CITY HALL AND POLICE HEADQUARTERS

YORKVILLE, ILLINOIS

Cordogan Clark aided the City of Yorkville in performing a structural evaluation on an existing building as due diligence in a property acquisition process. The City considered using the building as offices and operational spaces for the Police Department. Cordogan Clark was retained to evaluate the structural condition of the main building and shed as well as the adequacy of them to be utilized as an essential facility.

After acquiring the office building, the City of Yorkville commissioned Cordogan Clark to assist with a Facility Space Needs Assessment and Conceptual Test Space Planning for the Police Department, City Hall, and Park as well as a Recreation Department and Day Care component. In addition, Cordogan Clark will also prepare concept blocking plans and a Project Budget Analysis to reflect current conditions in the construction market.

CLIENT

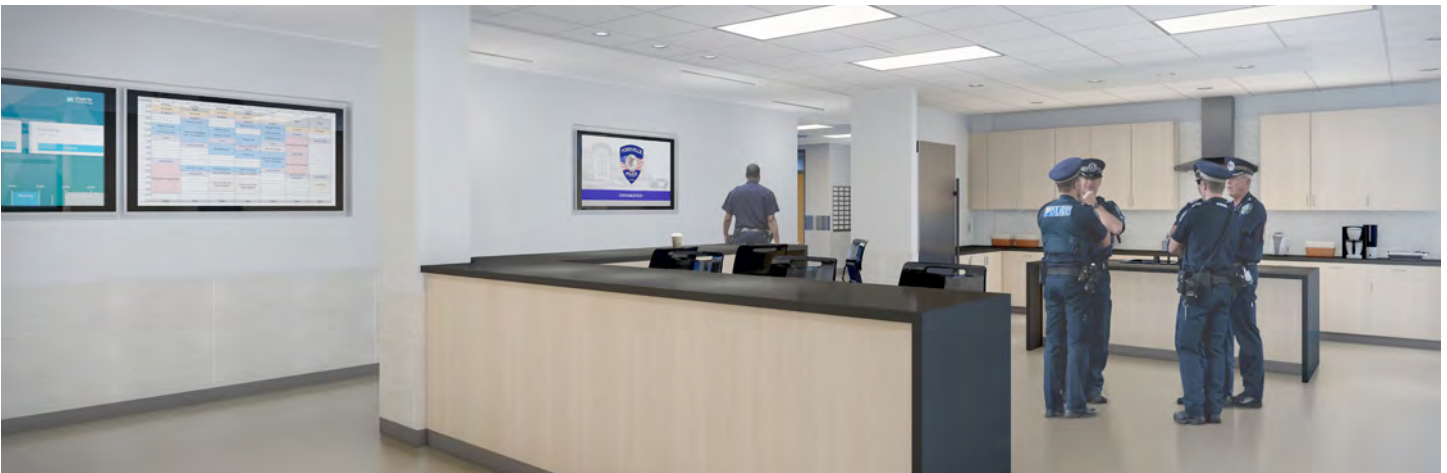
Bart Olson, City Manager
800 Game Farm Road
Yorkville, Illinois 60560
630.553.8537
bolson@yorkville.il.us

PROJECT SIZE

43,000 GSF

COST

\$9.7M





POLICE & PUBLIC SAFETY HEADQUARTERS

AURORA, ILLINOIS

The design for the Aurora Police Headquarters and Branch Courts features state-of-the-art technology, substantial increases in the amount of physical space, and sustainable, LEED Gold Certified architecture.

The City’s Public Safety Complex features energy efficient and sustainable technologies throughout the 360,000 square foot complex with the help of a \$135,000 grant from the Illinois Clean Energy Community Foundation. The facility is LEED BD+C Gold Certified.

The new complex includes:

- Firearms Proficiency Range
- 41,000 S.F. Training & Support Facility with Evidence Storages and Forensic Laboratories
- 154,000 S.F. Police Headquarters, Branch Court & 911 Communication Center
- 545-Space Secured 2-Level Parking Deck
- 218-space Public Parking Lot
- 2-acre Wetland / Detention Pond
- Photovoltaic Technology and Vegetated Roof
- On-site Renewable Energy

CLIENT

Richard Irving, Mayor
 44 East Downers Place
 Aurora, Illinois 60506
 630.844.3612
mayorsoffice@aurora-il.org

PROJECT SIZE

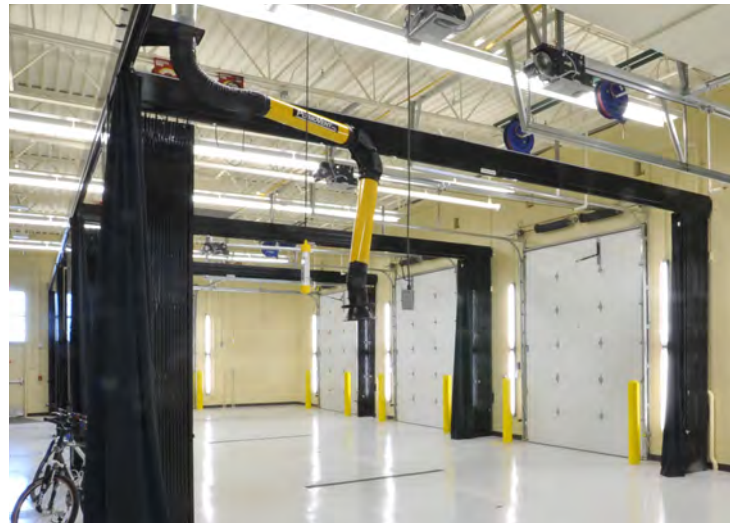
360,000 SF

COST

\$65M



The Police Headquarters is classified as a “green” building due to its incorporation of on-site renewable energy technologies and conservation techniques, optimized daylighting, water efficient landscaping, and technologies that reduce water use by 50%. Additional LEED design credits include: Fundamental Commissioning of the Building Energy Systems; Development Density & Community Connectivity; Alternative Transportation, Roof Heat Island Effect Mitigation; and Light Pollution Reduction.





KANE COUNTY TASK WORK

KANE COUNTY, ILLINOIS

Cordogan Clark is currently the Task Architect for Kane County and has been performing a variety of architectural improvements with Facilities Assessments including:

- Regional Training Center
- County Buildings Facility Condition Assessment Report
- Third Street Courthouse
 - New Elevator
 - CASA Office Renovation
 - ADA Renovations
 - Circuit Clerk Office Renovations
 - Boiler House Masonry Repairs & Foundation Underpinning
 - Masonry Parapet Restoration
 - Courtroom Renovations & HVAC Improvements
- Sixth Street School Demolition
- Juvenile Justice Center Renovations & New Chiller
- Sheriff & Jail HVAC Upgrades
- Justice Center New Cooling Tower & Elevator Modernization
- Kane County Diagnostics Center & County Clerk Renovations
- Kane County Branch Court & Circuit Clerk Building Re-Roofing Project
- Government Center - HVAC & Parking Lot Improvements
- Multi-Use Facility
- County-wide Indoor Air Quality Modernization
- Justice Center Boiler Plant Renovations (In Progress)
- Building A COVID Access Control (In Progress)

CLIENT

Kane County Board Office
 Mark Smith, Director of Capital
 and Special Projects
 719 South Batavia Avenue
 Geneva, Illinois 60134
 224.760.5271
 smithmarcus@co.kane.il.us

PROJECT SIZE

Varies

COST

Varies





KANE COUNTY JUVENILE JUSTICE CENTER COURTHOUSE NEEDS ASSESSMENT & MASTER PLAN

ST. CHARLES, ILLINOIS

Cordogan Clark worked with the Kane County 16th Judiciary to review the Court Needs for the Juvenile Justice Center (JJC) Building. A Juvenile Courts Master Plan was created by the team to explore opportunities to consolidate the Juvenile Court functions being housed at multiple County facilities into the JJC Building. One concept created included adding on to the existing building to expand SF to accommodate all of these Juvenile Court functions. Upon review of the master plan, it was determined that the preferred approach to expand the JJC Juvenile Courts functions within the budget parameters available to the client was to re-purpose underutilized space on the existing second floor and create a new Abuse & Neglect Juvenile Courtroom, renovate other spaces in the building to add office space for the State's Attorney Office, Public Defender Offices, expanded County Circuit Clerk's Office space, a new Judge's Chambers for the new Courtroom, Conference Space for CASA, Conference space on the 1st Floor for use by multiple users and to renovate lobby and waiting area with all new furniture and finishes. Cordogan Clark is providing architecture, engineering, interiors and construction management services on this \$1M project.

CLIENT

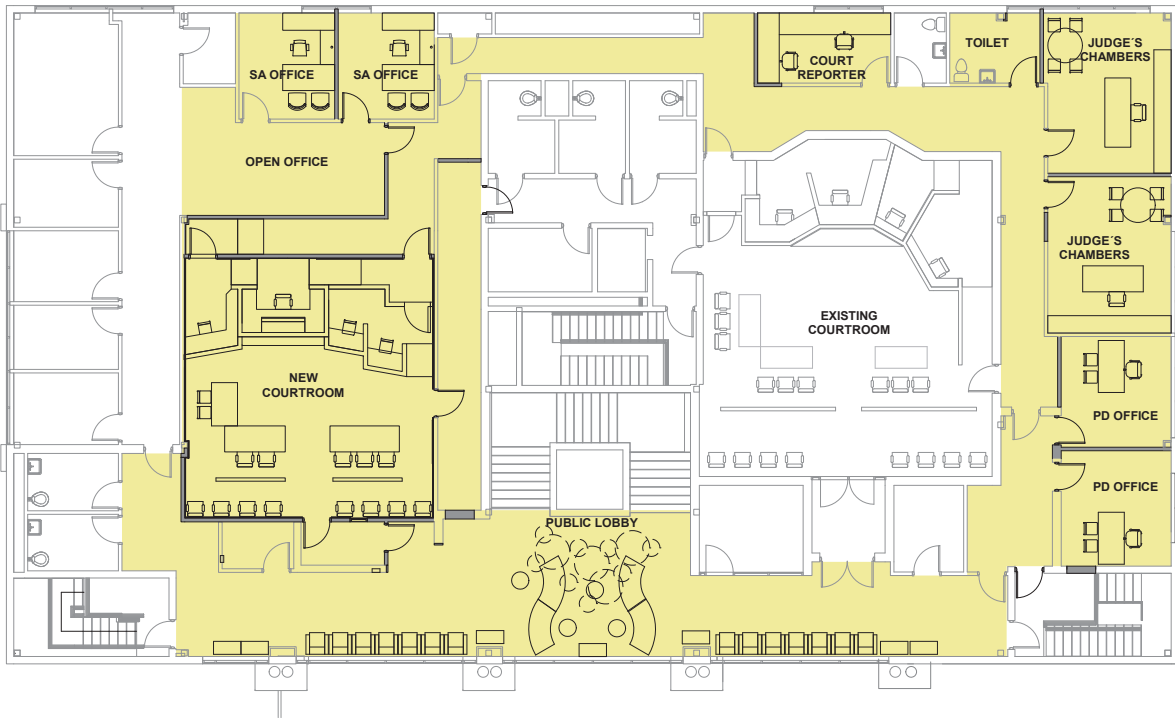
Kane County Board Office
Mark Smith, Director of Capital
and Special Projects
719 South Batavia Avenue
Geneva, Illinois 60134
224.760.5271
smithmarcus@co.kane.il.us

PROJECT SIZE

Varies

COST

Estimated \$1M

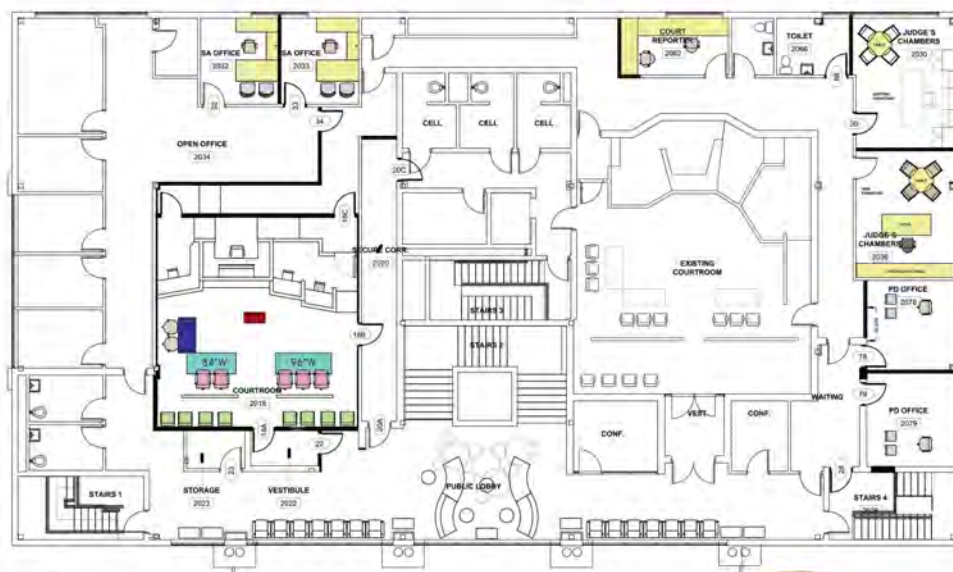


SECOND FLOOR

KANE COUNTY JJC COURTROOM RENOVATION

01.20.2022

KANE COUNTY



Judge Chambers 2036
Lacasse 400E (Laminate)
36"Dx84"W Double Ped
Desk
Open Bookcase w/
Lateral File 36"W (2)
30"W Cabinet (2) with
Open Space
Table: 42" Round
(2030 & 2036)
20x23.0"D Worksurfaces
w/ 4 pedestals
2032/2033:
36x72" Desk B/B/F
24x48" Return
24x72" File Credenza



Office 2036
Judge's Chambers
30



Trinity Langton
Low-Back
Upholstered
(Courtroom)



Trinity Steel
Side Chair
Upholstered Back/Seat
Square Arm
Steel Frame
(Courtroom)



Lacasse
Upholstered Toss Chair
Mesh Back
Uphol Seat, Arms
(SA, PD, Court Rep,
Courtroom)



Lacasse
Shifter Guest Chair
Mesh Back
Uphol Seat, Arms
(SA, PD)



Lacasse 400E
Waterfall Table
36"Dx64"Wx30"H
36"Dx84"Wx30"H
Laminate, Full Modesty
(Courtroom)



Lacasse 400E
Mobile Lectern
18"Dx36"Wx44"H
(Courtroom)



Lacasse Quorum
Table 30x60"W
T-Leg



Trinity Langton
High Back Chair
Arms, Upholstered
(2036)



Trinity Edge
Guest Chair
Upholstered
Wood Arms
(2036)

SECOND FLOOR - FURNITURE PLAN

JUVENILE JUSTICE CENTER COURTROOM RENOVATION

NOVEMBER 30, 2021

KANE COUNTY

FFE-2.1



VILLAGE OF SCHAUMBURG TASK WORK & POLICE CENTER RENOVATION

SCHAUMBURG, ILLINOIS

Cordogan Clark has had the privilege to work with the Village of Schaumburg on several planning and development projects. These projects have covered a range of work including firing range and evidence storage renovations to the Public Safety Building, forensic architectural studies of the Maintenance Storage building and expansion planning for the Prairie Center for the Arts. Each of these have presented unique challenges and opportunities to improve the existing assets of the Village of Schaumburg.

The Village approached Cordogan Clark with the request to make several renovations to the existing Public Safety Building. We were tasked with developing a plan for improving the ventilation and lighting systems of the existing 5 lane firing range to bring the space up to current industry standards while increasing the versatility of the firing range space for different firearms training situations. At the same time, we developed a planning sequence and design for temporarily relocating their entire evidence storage suite while the existing storage area was to be gutted and renovated. This work touches 10,000 SF of the existing building and includes the addition of a new ventilation system for biological evidence as well as a complete reorganization and layout for evidence processing and laboratory functions. The challenge for both projects was sequencing the work to allow the Police Department to remain fully operational during all phases of the work. We were also tasked with assisting the Village in analyzing several issues they were having with the high bay doors at the Maintenance Building facility. The doors were racking in their tracks and not operating correctly. With our in-house Architectural Forensics group, we were able to investigate the issue and develop a recommendation that would correct the issue without having to replace the existing doors or opening structure. This work helped identify a simple, low budget solution that could easily be implemented and save the Village a costly door and steel frame replacement project.

CLIENT

Amanda Stuber, Project Manager
714 South Plum Grove Road
Schaumburg, Illinois 60193
847.895.7100
astuber@schaumburg.com

PROJECT SIZE

Varies

COST

Varies



UNIVERSITY OF ILLINOIS AT SPRINGFIELD

PUBLIC SAFETY BUILDING

SPRINGFIELD, ILLINOIS

The new Public Safety Building was designed and bid as a CDB project in 2015 and the bids were within the allocated budget for the project. The State then put the project on hold later that year and the project remains on hold. The design includes a four-car sally port, a holding area, dispatch office, offices, locker rooms, interview and reporting rooms and evidence storage. The UIS campus has grown since it opened in the 1970s, largely as a commuter college, to include a police department that is now comprised of 15 officers and a chief. The new facility replaces the police station that is currently located in an old farmhouse that doesn't have storage space required by the Commission on the Accreditation of Law Enforcement Agencies, or enough space for an interrogation room or for handling bio-hazardous materials. This new facility is key as it allows the University to meet higher standards and serve the student body more effectively.

CLIENT

Charles Coderko, Director of Construction
One University Plaza, MS BSB 43,
Springfield, Illinois 62703
217.206.7375
ccode2@uis.edu

PROJECT SIZE

10,000 SF

COST

TBD (Project On Hold)



VILLAGE OF GLENVIEW TASK WORK GLENVIEW, ILLINOIS

Cordogan Clark has been working closely with the Village of Glenview since 2017 as a preferred AE vendor. During that time we have assisted the Village on several facility planning and Operation & Maintenance projects including forensic structural engineering, construction budgeting and project programming in addition to our standard AE services. We have worked on a range of facility types for the Village including their Village Hall and Public Safety Building, both Metra Railway Stations, the Facility Services Building and Yard area as well as the West Lake Water Reservoir. These projects have typically involved multiple stake holders as well as a range of complex components including existing construction failure assessment, multi-phased construction sequence planning and long range budget planning that have helped the Village prioritize their work to align with their budget and schedules.

- Village Hall and PSB Interior Renovations: 2018
- Facility Services Building and Yard Renovation Programming: 2019
- Facility Services Building Interior HVAC Improvements Feasibility: 2019
- Metra Station Office and Café Renovations: 2020
- Metra Station Exterior Door Renovations: 2020

CLIENT

Village of Glenview
Chris Clark, Project Manager
1225 Waukegan Road
Glenview, Illinois 60025
847.901.6074

PROJECT SIZE

Varies

COST

Varies

OPERATING HISTORY



FIRM DESCRIPTION

Cordogan Clark is a full service architectural, engineering, interiors, planning and construction firm of innovative professionals committed to excellence. We are passionate about our work, inspired by our clients and committed to providing exceptional service through integrated and sustainable design and construction solutions. We believe that the best projects arise from a collaborative journey of discovery and overcoming challenges with our clients that reveals insights and spurs innovation. Cordogan Clark has designed and built a wide variety of award-winning development projects of similar characteristics to the Village of Orland Park's scope of work and will utilize our practical, cost effective design and construction expertise.

Louis C. Cordogan, AIA, founded the firm in Chicago in 1951 and added a second office in Aurora, Illinois in 1968. John Cordogan, Managing Partner, joined the firm in 1973. The office incorporated the two locations in 1984 under the direction of Principals John Cordogan, AIA, and John Clark, AIA, to become Cordogan Clark & Associates. Since then, the firm has grown with over 100 professionals, six offices, Chicago, Aurora, Lafayette, Indiana, St. Louis, Missouri, Sawyer, Michigan, and Madrid, Spain. Each office works together and combines industry expertise and personal attention to deliver exemplary customer experiences and innovative high value services.

MAIN OFFICE

716 North Wells Street
Chicago, Illinois 60654
P : 312.943.7300
F : 312.943.4771

ORGANIZATION

Corporation

POINT-OF-CONTACT

Brian Kronewitter, AIA, DBIA
P: 630.209.7525
E: bkronewitter@cordoganclark.com

STAFFING

Architecture – 66
Mechanical Engineering - 4
Electrical Engineering - 2
Structural Engineering - 5
Project Development – 4
Construction Management - 13
Interior Design - 3
Technical Support Staff - 14

WEBSITE

www.cordoganclark.com

YEARS IN BUSINESS

71 Years

First Project
1951

100+
Full - Time
Employees

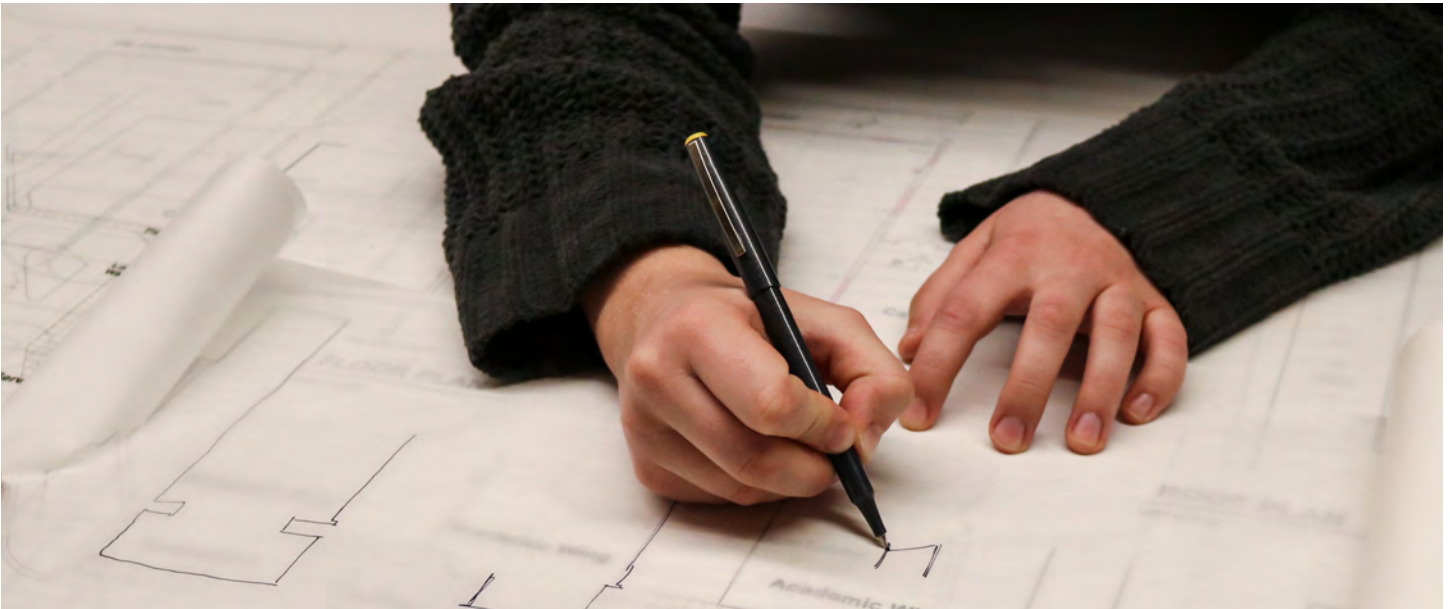
6
Office
Locations

You will get innovative professionals who are passionate about their work, inspired by their clients, and committed to providing excellent service.



INTEGRATED SERVICES





INTEGRATED SERVICES PERFORMED IN-HOUSE

PLANNING

- Master Planning
- Site Planning
- Phased Development Planning
- Capacity Analysis
- Educational Space Planning

ARCHITECTURE

- New Construction
- Building Additions
- Renovations & Rehabilitations
- Sustainable / LEED Design

ENGINEERING

- MEP Engineering
- Structural Engineering
- Forensic Engineering
- Energy Modeling
- Renewable Energy Analysis
- Low Voltage Technology

INTERIOR DESIGN

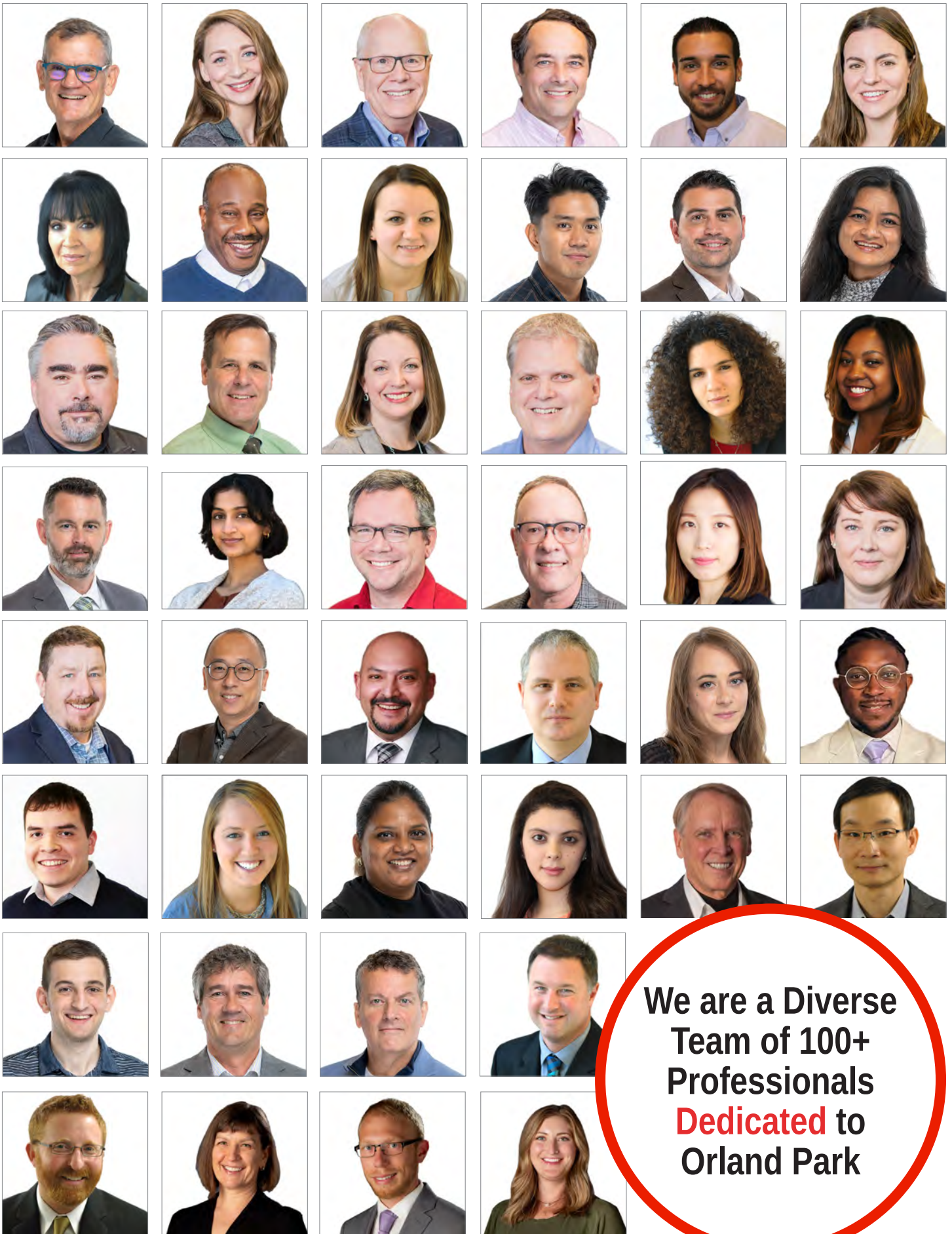
- Space Planning
- Color & Material Selection
- Furniture, Fixture & Equipment

CONSTRUCTION

- Design / Bid Construction
- Design / Build Construction
- General Contracting
- Integrated Project Delivery
- Pre-Construction Services
- Estimating
- Guaranteed Maximum Price Delivery
- Construction Administration
- Coordination & Procurement
- Construction Logistics Analysis
- Constructibility Analysis
- Value Engineering

COMPREHENSIVE CONSULTATION

- 3D Laser Scanning
- Thermolmaging
- Drone Photography Analysis
- Virtual Design & Construction
- Development Proforma Analysis
- Referendum Outreach & Marketing
- Public Private Partnership Training
- Project Development Services
- Project Entitlement Services
- Facilities Evaluation/Needs Assessment
- Community Engagement
- Site Selection Assistance
- Health Life-Safety Surveys
- ADA / Accessibility Surveys
- Life-Cycle Cost Analysis
- MEP Systems Condition Assessments
- Building Envelope Design & Evaluation
- Owner Representation
- LEED / WELL Building Design



**We are a Diverse
Team of 100+
Professionals
Dedicated to
Orland Park**

QUALITY ASSURANCE/QUALITY CONTROL



FIRM'S APPROACH TO QUALITY CONTROL/ASSURANCE

QUALITY CONTROL IS VITAL TO CORDOGAN CLARK'S OPERATION. Cordogan Clark has a MANDATORY QUALITY CONTROL PROGRAM that is followed on every project. Furthermore, we have designed our Project Delivery Process to take into account the needs of each type of project. We TAILOR OUR PROCESS to fit the individual needs of each county's project. Cordogan Clark has a critical step-by-step overall process beginning with office-wide activities to specific actions taken at the project level.

Cordogan Clark's approach of avoiding design errors and omissions is a high priority in our firm, and we demand the same from our consultants. This attention to detail is extremely important in avoiding problems during construction. Cordogan Clark actively pursues quality control review of all architecture and engineering disciplines prior to issuance of bidding documents, by our Quality Control Team.

- **QUALITY CONTROL TEAM:** these team members are not directly involved with the project and are charged with quality control of the construction documents. They review the plans and the specifications in order to ensure they are clear, concise and are cross referenced one another. Our specifications do not include unedited sections, or sections that do not pertain to the project.
- **FIELD INVESTIGATION CRITERIA:** our field investigators are directly involved in the project from start to finish. They are responsible for photographing and documenting all existing conditions, and then review the scope of the proposed work prior to developing documents. Their findings are reported back to the pm along with any issues they have found.



EXPERTLY MANAGED PROJECTS

Your project requires a single point manager who can properly identify the scope of work, how to package the work to the construction community, and can effectively budget and schedule the work. We have the PROVEN REPUTATION and experience to provide this important service. Our project manager is actively involved from the earliest planning stages and throughout the construction, thereby ensuring that your expectations are being fully met.

DOCUMENT REVIEW PROCESS

At each of the design phases we use a 'CHECKLIST' of required deliverables to make sure that the critical decisions are made at the proper time in the process, since these decisions will build upon the other. With CORDOGAN CLARK YOU WILL GET A WELL THOUGHT OUT AND COORDINATED SET OF DECISIONS that are then transferred to paper. The use of update-to-date software allows us with another tool to verify that the design is a collective one with all engineers and architects thinking collectively. Collaboration and coordination is an important attitude that you will get from Cordogan Clark.



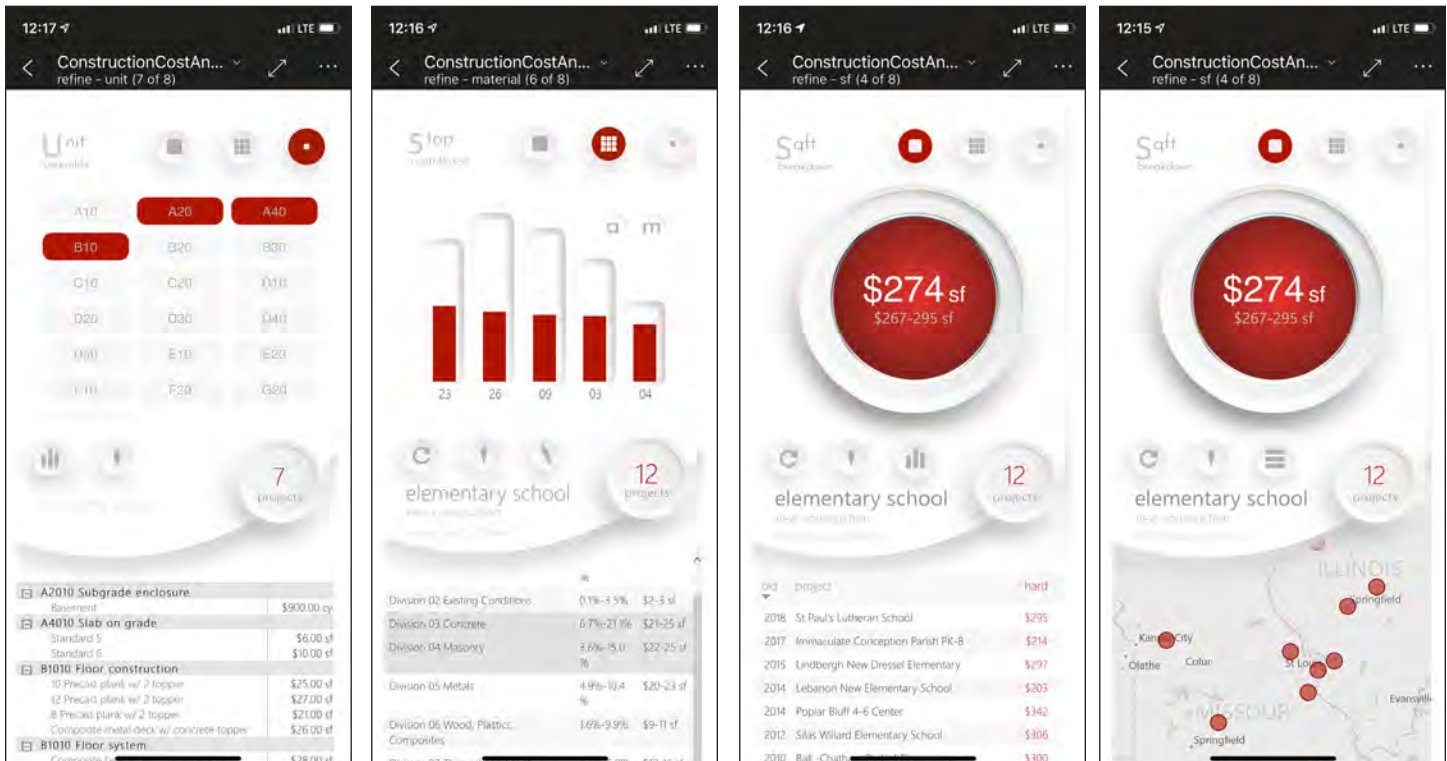
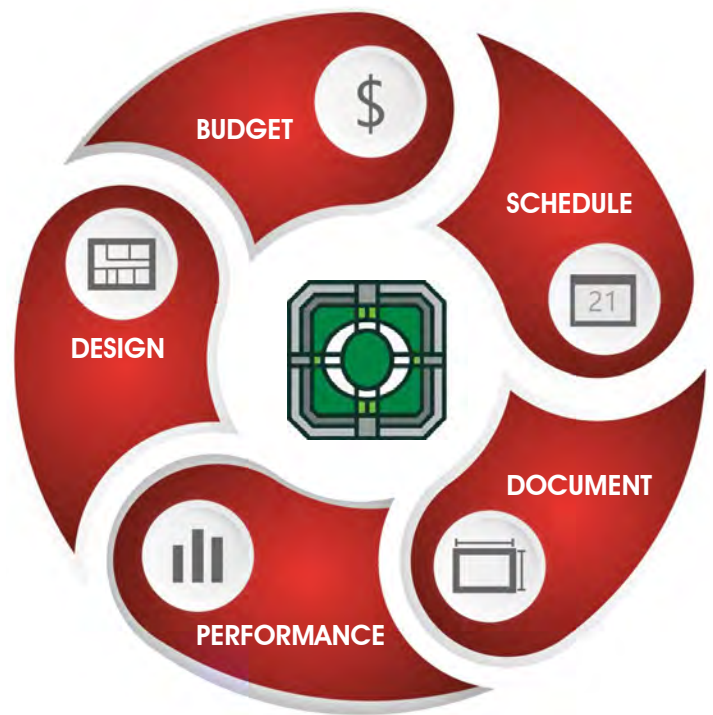
INFORMED PLANNING

The Cordogan Clark team has in-house Construction Managers who advise on every project to ensure that the project is planned in a manner that meets and exceeds all objectives, and that it is completed on time and within budget. Our Construction personnel meet with planners, architects, engineers, and contractors on an ongoing basis regarding project objectives and progress. They create and manage project schedules and review constructibility of drawings, phasing complexities, and cost estimates. But the true Cordogan Clark Advantage is not having all disciplines and construction advisors in house; it is how we work together - our process.

Cordogan Clark practices Informed Planning & Design through continuous improvement, an iterative process that involves comparing outcomes to desired goals and results, and making modifications as needed. We continually evaluate the projects budget, schedule, documentation, performance, and design to achieve the best results for our clients. Just as the construction industry has recognized its need to evolve to keep pace with the ever growing complexity of the built environment, Informed Planning & Design extends from the objectives of a Lean production system, to maximize value and minimize waste, capturing specific tools and techniques applied in a new project delivery method.

One of the tools we use in the Informed Planning & Design process is our Construction Cost Analysis App. We've gathered historic cost information from our project portfolio and created a powerful data aggregation platform that our employees can access on their phones, tablets, or through company intranet to quickly analyze the cost significance of design decisions. The app adjusts for project location and escalation, and returns cost per square foot breakdowns by material and unit pricing allowing our design team to ensure projects are within budget even during conceptual and schematic design. Screen shots from this powerful tool are shown below.

informed design
through continuous improvement



BUDGET, ESTIMATING & COST CONTROL

Our entire team is actively focused on maintaining the highest level of cost control throughout the planning and design process. As a testimony for our relentless focus on quality, the majority of our work is for repeat clients who trust us to take responsibility with their project needs and available funding. Project budget control begins with our Informed Planning & Design process and our Construction Cost Analysis App. The majority of budget variances are due to changes in the program scope, material selections / changes and operational changes between the time of the original project program and the final project design. Below is a list of recent projects that highlight our expertise and success in construction estimating.

PROJECT NAME	PROGRAMMING ESTIMATE	SCHEMATIC DESIGN ESTIMATE	DESIGN DEVELOPMENT ESTIMATE	FINAL ESTIMATE	ACTUAL LOW BIDS COST	% VARIANCE
Aurora Police Headquarters	\$70,000,000	\$71,000,000	\$71,550,000	\$71,000,000	\$70,500,000	-0.70%
Clinton Elementary School	\$18,000,000	\$18,750,000	\$18,000,000	\$17,826,137	\$17,939,168	0.63%
Des Plaines Park District Chippewa Pool	\$3,000,000	\$3,005,000	\$2,935,000	\$2,999,000	\$2,757,000	-8.07%
East Aurora Full Day Kindergarten	\$13,000,000	\$13,350,000	\$12,976,000	\$12,626,137	\$12,591,680	-0.27%
East Aurora HS Additions & Renovations	\$9,550,000	\$9,000,000	\$9,225,000	\$8,900,000	\$8,500,000	-4.49%
Harbor Place Apartments	\$7,759,000	\$8,162,999	\$7,435,999	\$7,525,000	\$7,387,000	-1.83%
Hinsdale Middle School	\$45,734,000	\$46,372,998	\$45,528,745	\$45,635,000	\$45,427,896	-0.45%
Rantoul Recreation Center Addition & Renovations	\$973,376	\$1,109,825	\$1,222,622	\$1,129,975	\$1,132,460	0.22%
Kane County Juvenile Justice Center Courtroom Reno	\$597,315	\$676,000	\$721,500	\$722,350	\$715,000	-1.02%
Kane County Multi-Purpose Building	\$12,736,000	\$13,828,000	\$13,936,000	\$13,538,000	\$13,349,000	-1.40%
Kane County Diagnosis Center	\$1,198,000	\$1,275,000	\$1,225,000	\$1,330,400	\$1,295,735	-2.61%
Kane County Sheriff's Headquarters	\$12,000,000	\$12,473,843	\$12,783,674	\$12,626,137	\$12,591,680	-0.27%
Kane County Sheriff's Training Facility+A1	\$2,000,000	\$1,985,000	\$1,925,000	\$1,897,342	\$1,890,550	-0.36%
Kane County Third Street Courthouse Reno	\$1,175,000	\$1,102,600	\$1,485,000	\$1,578,500	\$1,561,846	-1.06%
Oswegoland Park District Winrock Pool Renovation	\$3,331,000	\$3,469,000	\$3,473,000	\$3,423,000	\$3,108,000	-9.20%
UIUC Housing Food Stores	\$1,500,000	\$1,735,000	\$1,435,508	\$1,450,165	\$1,477,900	1.91%
UIUC Labor & Employee Relations Renovation	\$3,963,397	\$4,079,960	\$4,084,825	\$4,395,951	\$4,315,910	-1.82%
UIUC North Parking Deck/USGS Renovation	\$2,500,000	\$2,785,000	\$2,576,000	\$2,417,428	\$2,426,805	0.39%
VNA Aurora Health Center	\$3,000,000	\$2,775,000	\$2,931,000	\$2,943,000	\$2,915,500	-0.93%
VNA Elgin Health Center	\$3,350,000	\$3,575,000	\$3,600,000	\$3,700,000	\$3,740,835	1.10%
VNA Romeoville Health Center	\$3,657,000	\$3,451,000	\$3,550,000	\$3,615,000	\$3,549,000	-1.83%
Will County Recorder & Coroner Renovations	\$1,950,000	\$1,849,669	\$1,849,669	\$1,849,669	\$1,756,181	-5.05%
Average [Under (-), Over +]	\$220,974,088	\$225,810,894	\$224,449,542	\$223,128,191	\$220,929,146	-0.99%



PROJECT SCHEDULING – MEETING ALL DEADLINES!

We understand the Village has little flexibility in their schedule once it is set. Cordogan Clark prepares detailed schedules that are used as ACTION PLANS for each step of each project. This approach allows us to collaborate with all stakeholders and coordinate all members of the Project Team, any potential grant/FEMA submittal deadlines, governmental reviews, reviews and decisions by your district, and a master schedule for the bidding and construction phases of each project.

Cordogan Clark prepares Critical Path schedules that link all critical tasks, so if one task slips, the Project Team can easily review the ripple effect it may have on the rest of the project. Recovery Plans are developed using this schedule, ensuring that all dates are met. We have a proven track record in meeting project schedules. CORDOGAN CLARK PROJECTS NEVER FAIL TO OPEN ON TIME.



PAST EXPERIENCE



Describe the Firm's experience working with the Village of Orland Park or a similarly sized municipality on previous projects.

Cordogan Clark has not yet had the opportunity to work with the Village of Orland Park; however, our firm has provided services for and maintained strong relationships with a number of other similarly sized municipalities, including but not limited to, Kane County, the Village of Schaumburg, the Village of Glenview, the City of Aurora, the City of Yorkville, the Village of Oak Park, Huntley Fire Protection District, and the Village of Tinley Park.

Cordogan Clark looks forward to the opportunity to work with the Village of Orland Park to provide highest quality services required for each specific project within stipulated or promised time frames with the greatest quality of service, communication, and attention to detail. Our office is less than thirty miles away, with team members living less than ten miles away from the Village. If the Village has any emergency needs, our team members can be on site in less than an hour. The structure of our full services firm allows us to commit specific team members to the Village, ensuring that you receive top priority. This is to safeguard that the Village has dedicated team members able to respond immediately, who are committed to the success of the Village of Orland Park and building relationships with all project stakeholders from the Village. We believe that for us to have a successful partnership with the Village of Orland Park, your team members should get to know our entire team, and foster relationships outside of strictly architectural meetings. We believe that having dedicated team members who know your team on a higher level creates a better understanding of intricate dynamics that exist in a highly successful client and professional consultant relationship.



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: Cordogan Clark

Street Address: 716 North Wells Street

City, State, Zip: Chicago, Illinois 60654

Contact Name: Brian Kronewitter

Phone: 630.209.7525 Fax: 630.896.4987

E-Mail address: bkronewitter@cordoganclark.com

Signature of Authorized Signee: 

Title: Executive Vice President

Date: 02/17/2022

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



2

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 ☒ 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

Brian Kronewitter

Name of Authorized Officer

Executive Vice President

Title

02/17/2022

Date

REFERENCES

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

Bidder's Name: Cordogan Clark

(Enter Name of Business Organization)

- | | |
|-----------------|--|
| 1. ORGANIZATION | <u>City of Aurora</u> |
| ADDRESS | <u>44 East Downers Place, Aurora, Illinois 60506</u> |
| PHONE NUMBER | <u>630.844.3612</u> |
| CONTACT PERSON | <u>Richard Irvin, Mayor</u> |
| YEAR OF PROJECT | <u>Ongoing</u> |
| | |
| 2. ORGANIZATION | <u>Village of Glenview</u> |
| ADDRESS | <u>1225 Waukegan Road, Glenview, Illinois 60025</u> |
| PHONE NUMBER | <u>847.901.6074</u> |
| CONTACT PERSON | <u>Chris Clark, Project Manager</u> |
| YEAR OF PROJECT | <u>Ongoing</u> |
| | |
| 3. ORGANIZATION | <u>Village of Schaumburg</u> |
| ADDRESS | <u>714 South Plum Grove Road, Schaumburg, Illinois 60193</u> |
| PHONE NUMBER | <u>847.895.7100</u> |
| CONTACT PERSON | <u>Amanda Stuber, Project Manager</u> |
| YEAR OF PROJECT | <u>Ongoing</u> |



ORLAND PARK

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing current coverage's along with this form.

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsements: ISO CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory
Waiver of Subrogation in favor of the Village of Orland Park

Please provide the following coverage, if box is checked:

☐

PROFESSIONAL LIABILITY

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

☐

UMBRELLA LIABILITY (Follow Form Policy)

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

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

☐

UMBRELLA/EXCESS PROFESSIONAL LIABILITY

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

☐

BUILDERS RISK

Completed Property Full Replacement Cost Limits -
Structures under construction

☐

ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

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

☐

CYBER LIABILITY

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

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

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

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

ACCEPTED & AGREED ON _____



Signature

Printed Name

Authorized to execute agreements for:

Title

Name of Company

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

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/17/2021

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 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 Konen Insurance Agency, Inc. 2570 Beverly Drive Suite 100 Aurora, IL 60502	CONTACT NAME: Melanie Garza PHONE (A/C, No, Ext): 630 897-4239 FAX (A/C, No): E-MAIL ADDRESS: melanie@konen.com INSURER(S) AFFORDING COVERAGE INSURER A : West Bend Mutual Insurance Co. NAIC # 15350
INSURED Cordogan Clark & Associates, Inc. 960 Ridgeway Avenue Aurora, IL 60506	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			A925471	05/06/2021	05/06/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Drive Oth Car			A925471	05/06/2021	05/06/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			A925471	05/06/2021	05/06/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	A922363	05/06/2021	05/06/2022	☒ WC STATUTORY LIMITS ☐ OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

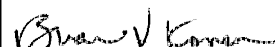
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Display Purposes Only

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



© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2021

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

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company	NAIC # 11150
INSURED Louis C. Cordogan, Architect, Inc. d/b/a Cordogan, Clark & Associates, Inc. 960 Ridgeway Ave Aurora, IL 60506		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PAAEP0134101	11/12/2021	11/12/2022	\$5,000,000 each claim / \$5,000,000 annual aggr.

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

Professional Liability is written on a 'claims made' policy form.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER

CANCELLATION

Louis C. Cordogan, Architect, Inc. D/B/A Cordogan, Clark & Associates	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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



716 North Wells Street
Chicago, Illinois 60654
P : 312.943.7300
F : 312.943.4771

Aurora, Illinois
Chicago, Illinois
Lafayette, Indiana
St. Louis, Missouri
Sawyer, Michigan
Madrid, Spain

www.cordoganclark.com