

REQUEST FOR PROPOSAL

For:

SOILS AND MATERIALS TESTING AND ENGINEERING

Prepared For:



**Village of Orland Park
Office of the Village Clerk
14700 S. Ravinia Avenue
Orland Park, Illinois 60462**

**Prepared By:
CGMT, Inc.
Proposal No.: 22P0110**

Due Date: Wednesday-January 26, 2022 at 11:00 AM



Construction & Geotechnical Material Testing, Inc.

60 Martin Lane, Elk Grove Village, Illinois 60007
♦ Telephone (630) 595-1111 ♦ Fax (630) 595-1110



Construction & Geotechnical Material Testing, Inc.

60 Martin Lane, Elk Grove Village, Illinois 60007
♦ Telephone (630) 595-1111 ♦ Fax (630) 595-1110

January 25, 2022

Proposal No.: 22P0110

Village of Orland Park
Office of the Village Clerk
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

**Subject: Proposal to Provide Soils and Materials Testing and Engineering
RFP #22-006
Village of Orland Park**

Dear Mr. O'Sullivan,

Construction & Geotechnical Material Testing, Inc. (CGMT) is pleased to offer this proposal to provide construction material testing services to the Village of Orland Park for the anticipated construction season. This proposal was prepared after a review of the Request for Proposal issued by the village on January 12, 2022. We have attempted to follow the outline described in your Request for Proposal.

We understand the scope of work includes Portland cement concrete, hot mix asphalt testing, and soil testing for various village projects including public improvements construction, MFT funded projects, new development, and infrastructure construction projects.

CGMT appreciates the opportunity to offer this statement of qualification for Soils and Materials Testing and Engineering for the Village of Orland Park' various projects.

If you have any questions or if require additional information, do not hesitate to call our office at (630) 595-1111. You can also email our office at cgmt@cgmtinc.com or visit our website <http://www.cgmtinc.com>.

Respectfully Submitted,

CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.

Pratik K. Patel, P.E.
Vice President

Enclosures



Village of Orland Park – Soils and Materials Testing and Engineering
CGMT Proposal No.: 22P0110
January 25, 2022

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STATEMENT OF QUALIFICATIONS

General History of Firm and General Qualifications

Construction & Geotechnical Material Testing, Inc. (CGMT) opened its' laboratory doors on August 1, 2002 to provide geotechnical and material engineering, material testing, construction inspection, reporting and laboratory services for governmental agencies, municipalities, and private clients. CGMT's engineering staff has extensive experience in providing geotechnical and material testing consulting services to many firms including municipalities. Our president, KC Patel, has over 35 years of experience. CGMT is fully qualified to provide professional material testing services to the Village of Orland Park. Our firm's capabilities are discussed below.

Geotechnical Engineering Consulting Services

CGMT has extensive experience with a wide range of public and private projects covering projects spanning from residential streets, regional and interstate highways, industrial warehouse sites, low rise and high rise residential and commercial buildings and airports. We can provide you the full range of geotechnical engineering, construction monitoring, deep foundation quality control and laboratory testing services. Our geotechnical services include:

- Subsurface explorations
- Geotechnical laboratory soils testing
- Site selection and characterization consulting
- Groundwater monitoring
- Subsurface infiltration rate measurements
- Subsurface stabilization consulting
- Pavement evaluation and design services
- Foundation design and shoring recommendations
- Slope stability analyses
- Seismic site characterization
- Forensic services

Construction Monitoring Consulting Services

CGMT has extensive experience in providing construction monitoring and testing services for hundreds of projects. Our services include

- Portland cement concrete plant and field testing
- Hot mix asphalt plant and field testing
- Shallow and deep foundation installation testing and monitoring
- Earthwork and engineered fill placement testing and observations
- Structural and reinforcing steel observation and testing
- Masonry wall construction observations
- Forensic engineering and evaluation
- Construction activity documentation services



Testing Facilities & Capabilities

All projects are served by our facilities in Elk Grove Village with a state-of-the-art QC/QA Laboratory. The formal address of our facility is 60 Martin Lane, Elk Grove Village, Illinois 60007. CGMT is a 100 % minority owned business and complies with **MBE** requirements. We are also a member of the **DBE** program. CGMT is a State of Illinois licensed Professional Design Firm, Professional Engineering Corporation, and an Illinois Department of Transportation IDOT Pre-qualified Consultant. CGMT's laboratory has been inspected and approved by the Illinois Department of Transportation (**IDOT**), AASHTO Material Resource Laboratory (**AMRL**), Cement and Concrete Reference Laboratory (**CCRL**), and U.S. Army Corp of Engineers (**Army Corp**). As part of the pre-qualification program CGMT continues to earn accreditations to further advance our professional firm. Typical tests include moisture content, dry density, unconfined compressive, moisture-density relationship testing, organic content, particle size analysis, Atterberg limits, specific gravity, and soil pH. Additional testing including triaxial shear strength, consolidation, soil resistivity and permeability can also be performed.

Firm's Demonstrated Experience

CGMT Principals have been directly responsible for civil works, IDOT and private corporate projects ranging from various transportation-related projects to commercial development across northeastern Illinois. CGMT has performed a similar scope of service for all sizes of Quality Control/Quality Assurance (QC/QA) projects for numerous municipality projects. CGMT has established a growing list of municipality QC/QA projects within municipalities like The City of Chicago, The Village of Bensenville, The Village of Brookfield, The Village of Buffalo Grove, The City of Elmhurst, The Village of Elgin, The Village of Glendale Heights, The Village of Hinsdale, The Village of Hoffman Estates, The Village of LaGrange, The Village of Libertyville, The Village of Skokie, The Village of South Elgin, The City of Wheaton, The Village of Wheeling, The City of Wood Dale and more.

To further demonstrate our ongoing success, CGMT has performed similar services in the **Village of Orland Park**. Below are a few highlighted projects of CGMT's experience in the village:

2013-2021 Neighborhood Road Program

CGMT provided consulting and testing during the construction phase to performed quality assurance management for concrete and hot mix asphalt placement on the field and plant. Testing of all materials was per IDOT Standard Specification for Road and Bridge Construction and project plans. CGMT worked with Village Engineer, Consultant and Project contract to aid in quality project completion. All activities on site were performed by qualified and experienced field engineering representative and overseen by a licensed professional engineer.

Fernway Neighborhood Road Improvements Various Phases

CGMT geotechnical engineering provided aid for subsurface exploration and engineering for the various phases of the roadway improvements in the Fernway Neighborhood. CGMT performed work in accordance to general geotechnical standards accepted in Illinois. All field services, laboratory work, and project documentation were completed by qualified engineering personnel and overseen by a licensed professional engineer.



Nature Center Drive Expansion

CGMT geotechnical engineering provided aid for subsurface exploration and engineering for widening of the existing drive and expansion of the parking area at the Nature Center. CGMT performed work in accordance to general geotechnical standards accepted in Illinois. All field services, laboratory work, and project documentation were completed by qualified engineering personnel and overseen by a licensed professional engineer.

The Point Multi-Family Building– Orland Park, IL

CGMT geotechnical engineering provided aid for subsurface exploration and engineering for new multi-story development in Orland Park, Illinois. CGMT performed work in accordance to general geotechnical standards accepted in Illinois. All field services, laboratory work, and project documentation were completed by qualified engineering personnel and overseen by a licensed professional engineer.

Dave & Busters – Orland Square Mall

CGMT provided consulting and testing during the construction phase to performed quality assurance management for soils, masonry, concrete placement and structural steel. Testing of all materials was to be in accordance to project and approved village specification. All activities on site were performed by qualified and experience engineering representatives and overseen by a licensed professional engineer.

Sheffield Highland – Orland Park, IL

CGMT provided testing and engineering during the construction phases of numerous residential construction projects required during the completion of this project. CGMT field representative acted as material engineers and consultants to aid contractor to determine appropriate soil bearing and suitability prior to placement of foundation granular fill or plastic concrete.

Charleton Highlands – Orland Park, IL

CGMT provided testing and engineering during the construction phases of numerous residential construction projects required during the completion of this project. CGMT field representative acted as material engineers and consultants to aid contractor to determine appropriate soil bearing and suitability prior to placement of foundation granular fill or plastic concrete.

Key Staff Experience/Credentials

CGMT is honored to have assembled a qualified, highly educated and trained team of engineers, technicians and support staff. They hold the appropriate degrees, licenses and certifications to perform the required Scope of Services in the State of Illinois. We have a proven record of commitment and we continue to demonstrate successful team work needed to perform the quality, reliable and professional services that our clients have come to expect. **CGMT is pleased to provide all services in-house including ownership of our own CME-45 truck mounted drill rig for geotechnical drilling operations, qualified engineers, a state of the art QA/QC laboratory and IDOT trained technicians available for all site testing needs.** Our team's strength is in their experience, understanding of the requirements and scope of a project, thoroughness, communication ability and compliance. This high standard is what will assure our qualifications to perform the Construction Inspection and Testing Service this project will require. All are committed to complete the required tasks and have the experience to back it up. Our geotechnical engineer is an Illinois registered Professional Engineer, our construction services



manager has a Level III certification for both Portland Cement Concrete and Hot Mix Asphalt. All of our field staff members have either IDOT Level I or Level II certification. CGMT does not intend to use subcontractor for this contract as our current staff is capable and ready to deliver services to the Village.

Brief narratives of our Key Staff backgrounds are provided below.

K.C. Patel – President

During his more than 30 year career, Mr. Patel has provided geotechnical engineering and construction project management services, including engineering analyses, report preparation, supervision of field staff and site field observations during all phases of construction. Mr. Patel has extensive experience in both project inspection and coordination for projects spanning transportation, infrastructure and building construction for both public and private clients.

Mr. Patel serves as principal engineer on CGMT projects, including this project. His extensive experience and exceptional judgment provides our clients an invaluable resource and excellent support for our staff.

Pratik Patel, P.E. – Vice President

During his career, Mr. Patel has managed and overseen all testing activities performed at CGMT. Mr. Patel has a broad knowledge of projects ranging from government and municipal projects to private residential and commercial development, to multi-story structures. For all municipal projects Mr. Patel serves as the project Quality Assurance/Quality Control Manager (QAQC).

Mr. Patel provides oversight and QA Management to all projects at CGMT, including this project.

Nicholas Wolff, P.E. – Sr. Geotechnical Engineer

During his year career, Mr. Wolff has managed and overseen geotechnical explorations for hundreds of projects spanning the spectrum of construction projects ranging from multifamily residential subdivisions, high rise government buildings, Interstate and US Highway road way and bridge structures, commercial, healthcare and commercial projects. Mr. Wolff also serves as a senior project engineer, providing technical oversight of material testing projects, including this project.

Blake Sloan, E.I. – Geotechnical Engineer

During his career, Mr. Sloan has managed geotechnical explorations for hundreds of projects spanning from road way and bridge structures, healthcare and commercial projects to residential development. Mr. Sloan also serves as the staff engineer, providing technical coordination and engineering of geotechnical and environmental projects, including this project.



Mitul Patel – Field Engineer/Senior Field Technician

Mr. Patel serves as the Sr. Field Technician and Field Engineer of CGMT. Mr. Patel specializes in testing and observation of plastic concrete placement, asphaltic concrete placement, earthwork, foundations, masonry, aggregate, etc. Mr. Patel assists in the management of all field and laboratory testing performed at CGMT.

Lenora Haken – Laboratory Manger

Ms. Haken serves as a QAQC Manager of CGMT for various IDOT specified projects. Ms. Haken's has over 25 years of experience in the construction material testing industry. Ms. Haken studied concrete technology and worked at an asphalt producer as a QC Manager for multiple years. Ms. Haken's background serves ideal for the requested testing services.

CGMT complies and continually pledges to take affirmative action to ensure that applicants and employees are treated without regard to their race, color religion, sex, national origin, disability or veteran status. Along with our Affirmative Action Program (AAP) we comply Equal Employment Opportunity (EEO), Occupational Safety and Health Administration (OSHA), the revised Standards of the Williams-Steiger Occupation Health and Safety Act of 1970 and the State of Illinois Department of Human Rights. Together these programs form the integral element of CGMT, Inc. policies to protect our employees and prospective applicants.

All required posters and regulations from all programs listed above, from both the Federal and State of Illinois are posted and kept up to date at our facilities. CGMT has maintained personnel records in compliance with the law since the company was established. CGMT does not presently have any agreement or contract with any trade or labor organizations.

Proposed Services/Fees

CGMT has completed the proposal prepared by the Village of Orland Park. In addition the details of CGMT's proposed costs can be found on CGMT's Table-I (Unit cost to provide material testing services) which is appended in this proposal. Reduction in fees on the order of 10 to 20 percent can often be achieved when work is performed concurrently.

Scope of Services

CGMT will provide the following services, as requested in the RFQ:

- Geotechnical Subsurface Soil Boring Exploration/Coring Services
- Portland Cement Concrete Plant Monitoring & Testing
- Portland Cement Concrete Field Monitoring & Testing
- Soil Testing & Monitoring
- Hot Mix Asphalt Plant Monitoring & Testing



- Hot Mix Asphalt Field Monitoring & Testing
- Construction Material & Soils Laboratory Testing
- Limited Environmental Services
- Engineering Analysis

In order to complete these activities, CGMT will provide the following (as requested in the RFP):

- Plant monitoring, sampling and testing of Portland Cement and Hot Mix Asphalt when the contractor is placing/paving.
- Field compaction testing of Hot Mix Asphalt by the use of a nuclear density gauge whenever the contractor is placing Hot Mix Asphalt, binder and surface materials.
- Field testing of Portland Cement Concrete when contractor is placing concrete.
- Laboratory Material Testing at the request of the Village.
- All testing and documentation in accordance with the requirements of IDOT (QA/QC) specifications.
- CGMT will attend all pre-construction meetings that are required by client.
- All field activities will be documented and presented to the Client.
- All final reports prepared by CGMT will be reviewed by an engineer registered in the State of Illinois.

Scheduling

CGMT will provide personnel at the request of the Village of Orland Park when:

- CGMT is notified by the Village of Orland Park by telephone, fax or email detailing description of work, number of technicians, location of work and start time.
- If possible, CGMT would appreciate the request for personnel from the Village of Orland Park before 4:00 P.M. of the work day prior to the requested day.

Insurance

We have provided specimen certificates of insurance for your review. Upon authorization of projects, CGMT will provide you certificates of insurance that satisfy the requirements you outline in your request for proposal.

General

An itemized invoice of services performed, based on the appropriate man-hours and unit prices provided in our schedule of fees, would be provided at each billing cycle. Terms of payment for our services are net 30 days, upon your receipt of our invoice.



Village of Orland Park – Soils and Materials Testing and Engineering
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CGMT understands the importance and accuracy of all municipality projects as all local businesses, traveling community and general public must be considered when implementing project. We thrive to be an integral part in the growth of the Village of Orland Park.

We look forward to continue a great working relationship with the Village of Orland Park.

If you have any questions or if require additional information, do not hesitate to call our office at (630) 595-1111. You can also email our office at cgmt@cgmtinc.com or visit our website <http://www.cgmtinc.com>.

Respectfully,
CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INCORPORATED



APPENDIX I

Village of Orland Park Executed RFP



ORLAND PARK

REQUEST FOR PROPOSALS
RFP 22-006

Soils and Materials Testing and Engineering

ISSUED
January 12, 2022

SUBMISSION DEADLINE

January 26, 2022
11:00 A.M.

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

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- General Terms and Conditions under separate cover
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- Proposal Summary Sheet under separate cover
- Certificate of Compliance under separate cover
- References under separate cover
- Insurance Requirements under separate cover

I – INSTRUCTIONS TO PROPOSERS



ORLAND PARK

RFP # RFP 22-006

Soils and Materials Testing and Engineering

OVERVIEW

The Village of Orland Park is requesting proposals from interested parties for soil sampling of excavated spoils material (typically from utility repair digs), soil borings for pavement subgrade analysis and/or existing pavement thickness, and concrete + asphalt materials testing and engineering reports in connection with public improvements construction, MFT funded projects, new construction and infrastructure maintenance projects..

SUBMISSION DEADLINE

Proposals must be submitted no later than 11:00 a.m., local time, on January 26, 2022. No consideration will be given to proposals received after the stated date and time. Proposals submitted must include all information and documents as requested in this Request for Proposals. All proposals received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

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

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.

QUESTION INFORMATION

All questions related to this proposal must be submitted online through [BidNet Direct](#), no later than 12:00 pm local time on January 19, 2022.

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFP in the form of an Addendum to be posted on BidNet Direct. Answers to questions will be posted on BidNet and will not be mailed to potential proposers.

Please "FOLLOW" the solicitation on BidNet Direct to ensure that you receive notification of any addenda that may be issued.

No oral comments will be made to any Proposer as to the meaning of the RFP, Specifications or other contract documents. Answers will be provided in writing to all potential Proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the Village's website on BidNet Direct or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto. Information other than that published on BidNet Direct issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Proposer or relieve him from fulfilling any of the conditions and obligations set forth in this RFP. In the event of conflict with the original RFP documents, Addendum shall govern to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. It is the Proposers sole responsibility to make themselves aware of any addenda and/or additional information that may be issued regarding this RFP.



ORLAND PARK

RFP # RFP 22-006

Soils and Materials Testing and Engineering

PROJECT DETAILS

Scope of Services

The Scope for this RFP # 22-006 is attached under separate cover.

The form of proposal included with this RFP in Section III must be completed in full and signed by an officer with authority to execute contracts. All documents in Section III must be completed and submitted with the proposal.

PROPOSAL SUBMISSION

Each proposal submitted to the Village of Orland Park shall include, without limitation, the following information in narrative and/or outline form:

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.

Operating History: Provide background information on your company that will permit the Village to determine the capability of the firm to meet all contractual requirements.

Qualifications: List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

Proposed Fee: The submitted proposal shall include a scope of work pricing sheet (pricing guide). These prices shall include all permits, insurance, goods/materials, equipment, plant/laboratory facilities, work, transportation, documentation and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.



ORLAND PARK

RFP # RFP 22-006

Soils and Materials Testing and Engineering

PROPOSAL SUBMISSION REQUIREMENTS

Technical Proposal

In addition to the required forms in *Section III* of this RFP, Proposers must include the information requested as part of the Project Details of this RFP (the "Technical Proposal") with their submittal.

Required Forms

Proposers shall complete and submit the requested forms included in *Section III* of this RFP.

1. *Proposal Summary Sheet* – The Proposal Summary Sheet must be completed and submitted with the proposal. The Proposal Summary Sheet is attached under separate cover.
2. *Certificate of Compliance* – The Certificate of Compliance must be completed, signed, and submitted with the proposal. The Certificate of Compliance is attached under separate cover.
3. *References* – The References form must be completed and submitted with the proposal. Proposers shall provide three (3) references for which they have performed similar work. By providing this information, Proposers grant the Village permission to contact said references and ask questions regarding prior work performance. The Village may use the information gained from Proposer's references to further evaluate Proposer responsibility. The References form is attached under separate cover.
4. *Insurance Requirements* – The Insurance Requirements form must be completed, signed and submitted with the proposal. Proposers may submit with the proposal a current policy Certificate of Insurance showing the insurance coverages the Proposer currently has in force. The Insurance Requirements form is attached under separate cover.

Submission

Proposers may submit three (3) complete, sealed and signed hardcopies. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the proposal. Proposers must submit all proposals in a sealed envelope labeled **RFP # RFP 22-006 Soils and Materials Testing and Engineering** in the lower left-hand corner. All sealed proposals must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

Or

Proposers may choose to submit one (1) copy electronically through [BidNet Direct](#).

Either form of submissions must be received no later than 11:00 a.m., local time, on January 26, 2022. No consideration will be given to proposals received after the stated date and time. The proposal shall include all requested information, forms, certifications and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.



ORLAND PARK

RFP # RFP 22-006

Soils and Materials Testing and Engineering

Withdrawal of Proposals

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered. Proposals shall be irrevocable for a period of ninety (90) calendar days after the Village opens them.

Other

Each Proposer is responsible for reading this RFP and determining that the Proposal Specifications describe the Project in sufficient detail.

After proposals have been opened, no Proposer shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Proposer from its obligation to perform. All proposals must be made in accordance with this RFP, which is on file and may be obtained for examination in the Village's Clerk's Office and are made part of this notice as though fully set forth herein.



ORLAND PARK

RFP # RFP 22-006

Soils and Materials Testing and Engineering

EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, and additional factors deemed relevant.

The Village of Orland Park retains the right to refuse any and all proposals. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work in conformity with the Proposal and Contract documents, and the Proposer shall furnish to the Village all such information and data for this purpose as the Village may request.



ORLAND PARK

RFP # RFP 22-006

Soils and Materials Testing and Engineering

PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, each Proposer must submit the following items by 11:00 A.M. January 26, 2022:

1. A Technical Proposal as described in this RFP
2. Signed and completed Required Forms from *Section III*:
 - a. Proposer Summary Sheet
 - b. Certificate of Compliance
 - c. Three (3) References
 - d. Insurance Requirements
3. Proposers may submit three (3) complete, sealed and signed hardcopies. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the proposal. Proposers must submit all proposals in a sealed envelope labeled **RFP #RFP 22-006 Soils and Materials Testing and Engineering** in the lower left-hand corner. All sealed proposals must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

Or

Proposers may choose to submit one (1) copy electronically through [BidNet Direct](#).

Please contact BidNet Direct at 800-835-4603 if you experience trouble with your submission.

PROPOSAL SUMMARY SHEET
RFP 22-006
Soils and Materials Testing and Engineering 2022-2024

Business Name: Construction & Geotechnical Material Testing, Inc. (CGMT)

Street Address: 60 Martin Lane

City, State, Zip: Elk Grove Village, Illinois 60007

Contact Name: Pratik K. Patel, P.E.

Title: Vice President

Phone: 630/595-1111

Fax: 630/595-1110

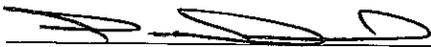
E-Mail address: pkpatel@cgmtinc.com

Price Proposal

Please submit Unit Price Sheet

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Pratik K. Patel, P.E.

Signature of Authorized Signee: 

Title: Vice President

Date: 01/25/2022

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Pratik K. Patel, as Vice President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of CGMT, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

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

Federal Employer I.D.#: 36-4460168
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
 Independent Contractor (*Individual*)
 Partnership
 LLC
 Corporation Illinois June 20, 2001
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

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

3) SEXUAL HARASSMENT POLICY: Yes No

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

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

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

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) **TAX CERTIFICATION:** Yes 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

Pratik K. Patel

Name of Authorized Officer

Vice President

Title

01/25/2022

Date

REFERENCES

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

Bidder's Name: CGMT, Inc.
(Enter Name of Business Organization)

1. ORGANIZATION Village of Orland Park
ADDRESS 15655 Ravinia Avenue, Orland Park, Illinois 60462
PHONE NUMBER 708/403-6350
CONTACT PERSON Mr. Kevin Lehmann
YEAR OF PROJECT 2013-2021

2. ORGANIZATION Village of Skokie
ADDRESS 5127 Oakton Street , Skokie, Illinois 60077
PHONE NUMBER 847-933-8231
CONTACT PERSON Mr. Russ Rietveld, P.E.
YEAR OF PROJECT 2018-2021

3. ORGANIZATION Village of Hoffman Estates
ADDRESS 1900 Hassell Road, Hoffman Estates, Illinois 60169
PHONE NUMBER 847-252-5807
CONTACT PERSON Mr. Alan Wenderski, P.E.
YEAR OF PROJECT 2013 / 2017 / 2019



ORLAND PARK

INSURANCE REQUIREMENTS

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

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



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, Purchasing Coordinator, 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 1/25/2022



Signature

Pratik K. Patel, P.E.

Printed Name

Vice President

Title

Authorized to execute agreements for:

CGMT, Inc.

Name of Company

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Date of Completion

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 Agent/Broker Name & Address	CONTACT NAME: This section must be completed	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Vendor/Organization Name & Address	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	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
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	Policy No.	Eff. Date	Exp. Date	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	POLICY						
	PRO-JECT						
	LOC						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OR						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						
	<input checked="" type="checkbox"/> OCCUR	Y					EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB						AGGREGATE \$ 2,000,000
	CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	Y	Policy No.	Eff. Date	Exp. Date
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
	Liquor Liability**						\$1,000,000
	Property		Y	Policy No.	Eff. Date	Exp. Date	\$Replacement Cost

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Event & Dates. ADDITIONAL INSURED with respect to General Liability on a Primary & Non-Contributory basis: Village of Orland Park, its related entities and each of their respective officers, directors, employees and agents. WAIVER OF SUBROGATION applies to General Liability, Workers Compensation & Property coverages. **Required if selling and/or serving alcohol; if applicable, the policy shall list Village of Orland Park & its related entities as the Named Insureds. Alternatively, an existing Liquor Liability policy must extend coverage to your operations at the Event, and shall name Village of Orland Park, its related entities and their respective officers, directors, employees & agents as Primary & Non-Contributory Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park 14700 Ravinia Avenue Orland Park, IL 60462	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>This section is to be completed.</p>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p style="text-align: center; opacity: 0.5; font-size: 48px; transform: rotate(-45deg);">SAMPLE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render,

any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



ORLAND PARK

RFP 22-006

Soils and Materials Testing and Engineering 2022-2024

PROJECT DETAILS

Scope of Services

The scope of services under this contract include: soil sampling of excavated spoils material (typically from utility repair digs), soil borings for pavement subgrade analysis and/or existing pavement thickness, and concrete + asphalt materials testing and engineering reports in connection with public improvements construction, MFT funded projects, new construction and infrastructure maintenance projects.

Services are to be performed for the Department of Public Works and/or the construction services engineering firm performing construction inspection on behalf of the Department of Public Works. Therefore, requested services are also to be scheduled by a third party designee performing construction services for various public improvement projects.

All work shall be performed in accordance with the latest editions of the following: Illinois Department of Transportation "Manual of Test Procedures for Materials", AASHTO "Standard Specifications for Transportation Materials and Methods of Sampling and Testing", and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways".

Deliverables

The Proposer shall furnish all personnel and testing equipment necessary to carry out the testing and engineering services in accordance with the policies and procedures of the Village of Orland Park.

- Provide Comprehensive Quality Assurance (QA) for the Village in QC/QA construction contracts for hot mix asphalt and Portland cement concrete.
- Concrete and hot mix asphalt plant proportioning analysis
- Mix designs – review, verification, and selection
- Soil and pavement compaction testing and analysis
- Aggregate certification, conventional and AGCS
- Aggregate gradation and durability analysis
- Concrete strength analysis
- Hot mix asphalt void and gradation analysis
- Clean Construction and Demolition Debris (CCDD) sampling, analysis, and reporting for projects involving excavation of Non-Special Waste
- Special Waste plans and report preparation for projects in areas known to be contaminated
- Reporting and documentation per IDOT requirements
- Certified Technician Services – field and plant
- Soil boring services
- Pavement coring services
- Laboratory testing of construction materials
- Laboratory testing of geotechnical samples
- Traffic Control and protection for boring, coring and related work



ORLAND PARK

RFP 22-006

Soils and Materials Testing and Engineering 2022-2024

The Proposer shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Consultant's policies and decisions with respect to the work covered by this Agreement.

Qualifications

The Proposer shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the Village. The Proposer shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the Village. The Proposer's key personnel shall be identified in writing (Name and Title at a minimum). Any change of Key Personnel must be approved in writing by the Village.

The Proposer shall provide a Quality Control/Quality Assurance (QC/QA) Plan and shall submit to the Village a statement in writing that it is in compliance with its QC/QA plan upon the request of the Village. The Proposer may modify its QC/QA, subject to prior written approval by the Village. The QC/QA should address equipment calibration, equipment maintenance, non-conforming work, sample management procedures, proficiency sample program/on-site inspection, and external technical complaints.

The Proposer shall endorse and seal all final engineering reports and any forms or documents requiring certification as applicable. Such endorsements must be made by a person duly registered in the appropriate category by the Department of Professional Regulation of the State of Illinois, being in full employ of the Proposer and responsible for the portion of the professional services for which registration is required.

Safety Requirements

The Proposer shall enforce the following safety requirements throughout the course of the contract as to its own agents and employees, and as to the agents and employees of any subcontractor and such requirement shall be made a part of any subcontractor agreement:

- Individuals engaged in ground level field activities on or within 25 feet (25') of a pavement open to traffic shall wear high visibility vests or equivalent high visibility outer garments. Flaggers shall wear high visibility vests at all times;
- Individuals shall wear protective hard-hats/caps when they are in an area where there is a potential for injury from falling, moving, swinging or flying objects;
- Safety-toe footwear shall be worn by the individuals engaged in operations where the danger of injury to the foot may occur; and
- Individuals shall wear appropriate clothing for the work to be performed, including shirts, when in public view.

Documentation

The proposed pricing for all testing shall include associated summaries or geotechnical reports. If requested, the Proposer shall furnish the Village a reasonable number of original prints,



ORLAND PARK

RFP 22-006

Soils and Materials Testing and Engineering 2022-2024

otherwise electronic Adobe pdf format shall be considered an acceptable document submission, of all necessary reports, documents, and plans, as determined by the Village, including the following (if applicable):

- Mandatory Weekly Reports (summary email is sufficient)
- Meeting Minutes
- Pay Estimates
- Change Orders
- Field Directives
- Correspondence with the Contractor
- Materials Reports
- Laboratory Testing Reports
- Summary Reports
- Final Inspection Reports
- Final Record Drawings
- Other documentation as required to provide a complete final project closure.

The Proposer shall submit a progress report each month the contract is in force, which shall include the following items:

- A summary of the Proposer's project activities, and any sub-consultant project activities that have taken place during the invoice period.
- A summary of the Proposer's project activities and any sub-consultant project activities that shall take place during the next invoice period.
- A list of outstanding items due to or from the Village

No Material Testing invoices will be paid until all reports or summaries have been provided.

A formal proposal summary from the Proposer shall be included in response to the RFP Scope of Work. The supporting Required Submission Documents of this RFP, including the itemized Unit Price Sheet, must be completed in full and signed by an officer with authority to execute contracts.

It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, exceed the proposed amount. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Contractor be entitled to receive more than the proposed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating



ORLAND PARK

RFP 22-006

Soils and Materials Testing and Engineering 2022-2024

conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the proposed amount. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the proposed amount agreed to by the Contractor.



ORLAND PARK

RFP 22-006

Soils and Materials Testing and Engineering 2022-2024

GENERAL TERMS AND CONDITIONS

Assignment

The successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

Award

Award of the contract is subject to Village Board approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

Compliance with Laws

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

Confidentiality

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

Contract

Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Proposer. In order to receive said Notice, the successful Proposer shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Proposer if these documents are not submitted to and approved by the Village within ten (10) days



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of notice of proposal award. *Section III* includes a sample standard contract, subject to modifications, that the successful Proposer will be required to enter into with the Village within ten (10) business days of notice of proposal award (hereinafter referred to as the "Contract"). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Incurring Costs

The Village will not be liable in any way for costs incurred by Proposers in replying to this RFP.

Indemnification

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

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

Insurance

The successful Proposer shall produce and maintain for the term of the Contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements certification in *Section III* of this RFP. **Proposers must sign and submit with the proposal, the Insurance Requirements in *Section III* of this RFP, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Proposer.** By signing this form, Proposers certify that in the event the Proposer does not already have the required insurance coverages in place, the Proposer has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Proposer within ten (10) days after the date of the Notice of Award of the



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Contract. Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed. Proposers have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Proposer may incur as a result of obtaining said required coverage's. Proposers also represent that they have taken the insurance requirements into account and at Proposers' sole discretion, has factored this into the proposal prices submitted. The successful Proposer is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount proposal, as a result of any expense the successful Proposer may incur to satisfy the obligations required herein.

Length of Contract

The term of the services contract herein granted shall be three (3) years commencing on the date of contract signing, with the option to renew for two (2) additional years, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract.

Negotiations

The Village reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Project. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the Proposer during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.



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SAMPLE AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND [REDACTED] FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and [REDACTED] (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with [REDACTED] (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

- The Consultant’s Proposal or Bid No. [REDACTED], and dated [REDACTED] 20[REDACTED]; and/or
- Village of Orland Park RFQ/RFP/Purchase Order No. [REDACTED].

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s 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 Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

- the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);
- the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby

made a part hereof; and

- subject to a not-to-exceed amount of \$ [REDACTED] (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$ [REDACTED]. Said price shall be the total compensation for Consultant’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by



the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above.

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
 - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. 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 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.
- E. 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. 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 Services.
- F. 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,



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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: 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 dated [redacted], 20[redacted] (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. The Services to be performed by the Consultant under the Contract Documents shall commence no later than [redacted] (hereinafter the “Commencement Date”), and shall be completed no later than [redacted] (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, 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. 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, in which the Village’s Village Hall is located. 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: [redacted]
Village of Orland Park

To the Contractor:

Name: [redacted]
Company: [redacted]



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14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: _____
Facsimile: _____
e-mail: _____

Address: _____
City, State, Zip: _____
Telephone: _____
Facsimile: _____
e-mail: _____

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

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



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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.



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- (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:



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- (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, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
- 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.



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- 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. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
 - F. The provisions of this Paragraph 12 shall survive any termination of the Contract.
13. Village Confidential Information:
- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. 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.



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- 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: Consultant shall 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. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
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



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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 subconsultants 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 Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, 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



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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.
- 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.

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: _____

VILLAGE OF ORLAND PARK

By: _____
Name: _____
Its _____ and Authorized Agent

By: _____
Name: _____, Title: _____

ATTEST: _____



ORLAND PARK

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Soils and Materials Testing and Engineering 2022-2024

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated [REDACTED]
and/or in Village Proposal Number [REDACTED] dated [REDACTED]

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees- Unit Price Sheet

SAMPLE



APPENDIX II

Village of Orland Park Executed Unit Rates



ORLAND PARK

Unit Price Sheet

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Soils and Material Testing and Engineering 2022-2024

The undersigned, having become familiar with the Documents and Specifications on file in the office of the Owner as designated in the Request for Proposal, hereby 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 and the work described in the following schedule in connection with the soils and material testing and engineering associated with the Village of Orland Park road

Table with 3 columns: ITEM, DESCRIPTION - Personnel, Unit Price - (Per Hour). Rows include Material Tester 1, Material Tester 2, Prevailing Wage Administrator, Field Engineer, Staff (graduate) Engineer, Project Engineer or Materials Consultant, P.E., Geotechnical Engineer, and Principal Engineer.

Table with 3 columns: ITEM, DESCRIPTION - Laboratory Testing - Soils and Backfill, Unit Price - (Per Test). Rows include Aggregate Gradation (Washed Sieve, Mechanical, Bulk Density), Soils Gradation, Atterberg Limits, Moisture-Density Relationships, Illinois Bearing Ratio, Unconfined Compressive Strength, and Moisture Content tests.

Table with 3 columns: ITEM, DESCRIPTION - Concrete and Masonry, Unit Price - (Per Test). Rows include Compressive Strength Tests of Concrete Cylinders and Grout Cylinders.

Table with 3 columns: ITEM, DESCRIPTION - Hot Mix Asphalt, Unit Price - (Per Test). Rows include Theoretical Maximum Density, Asphalt Content by Reflux Extraction, Asphalt Content by Ignition Oven, Bulk Specific Gravity, Tensile Strength Ratio, and Core Density tests.

Table with 3 columns: ITEM, DESCRIPTION - Field Sampling, Unit Price - (Per Test). Rows include Mobilization of Core Rig, Bituminous and Concrete Pavement Core sampling, and Subgrade Soil Probe sampling.

Table with 3 columns: ITEM, DESCRIPTION - Miscellaneous Services, Unit Price - (Per Test). Rows include Provide Correlated Nuclear Gauge, Concrete Cylinder Pick-Up, and Phase One Environmental Site Assessment.

Proposer: Pratik K. Patel, PE

Firm Name: CGMT, Inc.

Signed: [Signature]

Title: Vice President

Dated: 1/25/2022



APPENDIX III

CGMT Certifications



CGMT Certification and Licenses

PROFESSIONAL DESIGN FIRM

AASHTO



IDOT Prequalification Listing

CONSTR. & GEO. MATRL TESTING, INC.	Pratik Patel	Phone: (630) 595-1111	Ext:
Is DBE? <input checked="" type="checkbox"/>	60 Martin Lane Elk Grove Village, IL 60007	Fax: (630) 595-1110	
Categories: Geotechnical Services - General Geotechnical Services, Geotechnical Services - Subsurface Explorations, Special Services - Quality Assurance HMA & Aggregate, Special Services - Quality Assurance PCC & Aggregate			

IDOT Materials Letter

IDOT Geotechnical Letter



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

March 13, 2020

Mr. Pratik Patel
Construction Geotechnical and Material Testing, Inc.
60 Martin Lane
Elk Grove Village, IL 60007

Dear Mr. Patel:

The inspection of your Elk Grove Village facility, Lab #1381, was completed on March 11, 2020, by representatives of the Illinois Department of Transportation. The Laboratory is approved for Aggregate, PCC & HMA testing.

All tests shall be performed in accordance with the Department's current version of the Manual of Test Procedures for Materials. Any personnel performing these tests shall be appropriately trained and certified via State approved courses.

If you have any questions or need additional information, please contact Mr. Paul Welch, at (847) 221-3156 or at (847) 741-5301.

Very truly yours,

Anthony J. Quigley, P.E.
Region One Engineer

By:
Stephen Jones, P.E.
Mixtures Control Engineer

Army Corp



DEPARTMENT OF THE ARMY
ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 39182-6199

February 2, 2018

Reply to the Attention of
Concrete and Materials Branch

Pratik K. Patel, P.E.
Construction & Geotechnical Material Testing, Inc.
60 Martin Lane
Elk Grove Village, IL 60007

Dear Mr. Patel:

In reference to your check no. 7119, dated December 18, 2017, and audit agreement, dated December 7, 2017, an audit based on your AASHTO Accreditation was performed on documents submitted by your laboratory. We examined the AMRL On-site Assessment Report No. 20752, dated December 28, 2019, the CCRIL Inspection Report No. WV-1150, dated March 23, 2017 and the AASHTO accreditation certificate effective February 2, 2018.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers were determined from the inspection reports from AASHTO and are as follows:

Aggregate Tests: ASTM C117, C127, C128, C136, C29, C566, and C732

Bituminous Tests: ASTM D2041, D2172, D2726, D3203, D4867, and D6307

Concrete Tests: ASTM C31, C39, C138, C143, C172, C231, C1064, C511, C1077, and C1233.

Soil Tests: ASTM D421, D422, D588, D1557, D2161, D4318, and D6958

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the Materials Testing Center homepage at <http://www.erc.usace.army.mil/Model/FactSheets/FactSheetArticleView.html?ArticleID/676661/materils-testing-center.aspx>. All Corps offices will be notified of this decision and will have the opportunity to use your services. Construction & Geotechnical Material Testing, Inc. Elk Grove Village, IL will remain on our list of laboratories qualified to conduct material tests until February 2, 2020 (2) years from the date of the audit. In the event your AASHTO accreditation is suspended in whole or part, Construction & Geotechnical Material Testing, Inc. Elk Grove Village, IL is to notify the Materials Testing Center immediately to perform a re-evaluation of your laboratory's validation. Failure to notify the Materials Testing Center will result in immediate suspension of your U.S. Army Corps of Engineers validation.

Sincerely,

Alfred B. Crawley, PE
Director
Materials Testing Center

Copy Furnished:
Chicago District, Kent Smith



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

Consultant: Construction & Geotechnical Material Testing, Inc.
60 Martin Lane
Elk Grove Village, IL 60007

The above consultant has the required equipments to perform the following tests:
(only checked items apply)

Item	Requirements
TOPSOIL <input checked="" type="checkbox"/>	Page 2: A & I, Page 3: Organic Matter & pH of Soils
LABORATORY <input checked="" type="checkbox"/>	Page 2: B-II, Page 2 & 3: up to Specific Gravity
LAB and FIELD <input checked="" type="checkbox"/>	Page 4 & 5

All equipments, as indicated above, have been inspected and are physically present at the captioned consultant facility. Any exceptions are noted and no approval for that portion is now given. This equipment inspection in no way attests to the ability or qualification of the captioned consultant facility to perform the required tests. Re-inspection is required on an annual basis. This certification expires one year from the signed date below.

This inspection does not relieve the consultant from AASHTO Accreditation inspection which is requirement for prequalification in the Geotechnical Services category. IDOT will not require full accreditation in all soil tests, but there are four crucial tests that impact foundation design, embankment stability analysis, and construction recommendations. The four tests are unconfined compressive strength test (AASHTO T 208), consolidation test (AASHTO T 216), UU triaxial compression test (AASHTO T 296), and CU triaxial compression test (AASHTO T 297).

IDOT Representative: Philayouth Phalbound

Date: 03/12/2020

MBE



JAN 09 2018

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Kanti Patel
Construction & Geotechnical Material Testing, Inc., d/b/a CGMT, Inc.
60 Martin Lane
Elk Grove Village, IL 60007

Dear Kanti Patel:

We are pleased to inform you that Construction & Geotechnical Material Testing, Inc., d/b/a CGMT, Inc. has been certified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). The MBE certification is valid until 2020. However your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

DBE



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV - 8 2017

Kanti Patel
Construction & Geotechnical Material Testing, Inc.,
d/b/a CGMT, Inc.
60 Martin Lane
Elk Grove Village, IL 60007-1308

Dear Kanti Patel:

The City of Chicago has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm, Construction & Geotechnical Material Testing, Inc., d/b/a CGMT, Inc., continues to meet the Disadvantaged Business Enterprise ("DBE") certification program eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due October 15, 2018.



APPENDIX IV

Sample Insurance

