

July 6, 2018

NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS #18-033

Nature Center Building Rehabilitation

The Village of Orland Park is requesting the services of a State of Illinois licensed Architect to develop Construction Plans for the rehabilitation of an existing building on the Village's Nature Center site located at 13951 Lagrange Road, just north of the Metra tracks. The building is intended to serve indoor functions for the proposed Village Nature Center. Proposals are due not later than 11:00 A.M. on July 27, 2018 submitted electronically on [BidNet Direct](#). Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made. The specifications are on file, available for inspection at the Office of the Village Clerk and online on BidNet Direct at www.bidnetdirect.com/illinois/villageoforlandpark.

No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.

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

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

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

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK
VILLAGE CLERK



ORLAND PARK

REQUEST FOR PROPOSALS
#18-033

Nature Center Building Rehabilitation

ISSUED

July 6, 2018

SUBMISSION DEADLINE

July 27, 2018
11:00 A.M.

Office of the Village Clerk
John C. Mehalek, Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462

**RFP #18-033
TABLE OF CONTENTS**

I. INSTRUCTIONS TO PROPOSERS

- Overview2
- Project Details4
- Proposal Submission Requirements9
- General Terms and Conditions10
- Evaluation of Proposals12
- Proposal Submittal Checklist13

II. REQUIRED PROPOSAL SUBMISSION DOCUMENTS

- Proposal Summary Sheet15
- Certificate of Compliance16
- References19
- Insurance Requirements20

III. EXHIBITS

- A - Sample Standard Form Contract22

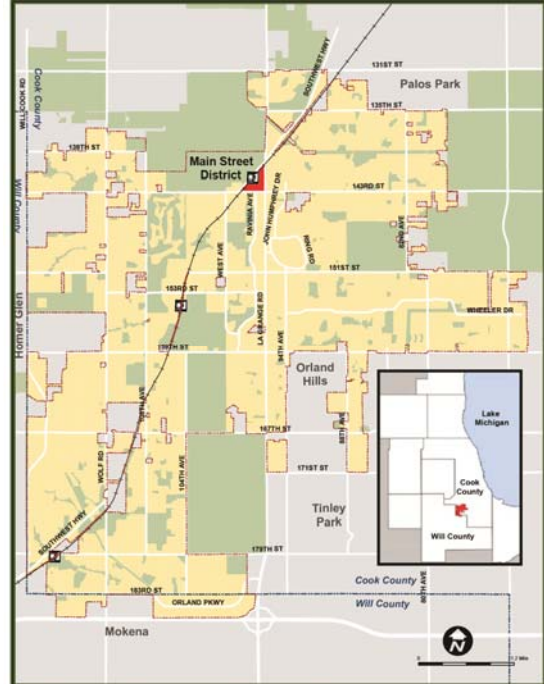
I. INSTRUCTIONS TO PROPOSERS



ORLAND PARK
RFP #18-033

Nature Center Building Rehabilitation

OVERVIEW



The Village of Orland Park is requesting the services of a State of Illinois licensed Architect to develop Construction Plans for the rehabilitation of an existing building on the Village’s Nature Center site located at 13951 Lagrange Road, just north of the Metra tracks. The building is intended to serve indoor functions for the proposed Village Nature Center. Site improvements on the three acre site are currently under construction and anticipated for completion in late summer. The building’s rehabilitation will be the next step, as the Village moves forward to a fully operational Nature Center. The building will serve small public groups and Village staff for projects, workshops, and other educational and recreational activities as well as storage of materials for activities and maintenance of the grounds. An open, flexible, attractive, and functional space is needed to allow a variety of activities and uses for varying age groups. The incorporation of green features and building materials, including potential green roof and LEED or similar certification are desirable.

The Village seeks to adaptively reuse the existing building if the Village determines it is financially and operationally feasible. In general, the work will entail the survey and evaluation of existing building conditions and the development of a scope of work and Final Plans for the restoration of the inside and outside of a building that is functionally sound, contributes to the aesthetics of the Nature Center facility, and is cost effective for long term ownership.



ORLAND PARK

RFP #18-033

Nature Center Building Rehabilitation

Submission Deadline

Proposals must be submitted electronically through [BidNet Direct](#) no later than **11:00 a.m., local time, on July 27, 2018**. 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.

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

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

Question/Contact Information

All questions related to this proposal must be submitted online through BidNet Direct, no later than **12:00 pm local time on July 18, 2018**.

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 the Village's page on [BidNet Direct](#). Answers to questions will be posted on BidNet and will not be mailed to potential proposers.

In order to receive notification of any Addenda, please **"FOLLOW"** the solicitation on [BidNet Direct](#) to ensure that you receive notification of any addenda that may be issued. Note that if you have previously registered for notifications on the Village's website (www.orlandpark.org), you will no longer receive notification based on this registration.

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.

Nature Center Building Rehabilitation

PROJECT DETAILS

SCOPE OF SERVICES

Background

In April 2012, the Village purchased this three acre site, located at 13951-61 Lagrange Road, just north of Orland Park's downtown, with the vision to develop a Nature Center. The Master Plan was completed in 2013, and Upland Design Ltd., Park Planning and Landscape Architecture, was hired in 2016 to provide construction plans for site improvements. Hacienda Landscaping was hired in 2018 to construct the improvements which are anticipated for completion by August 2018.

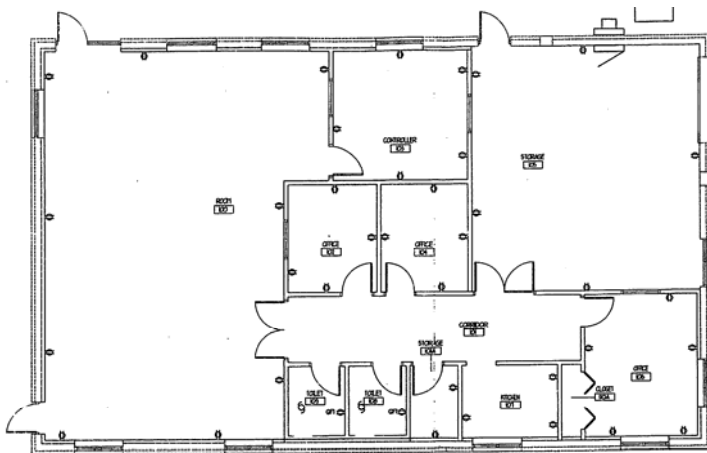
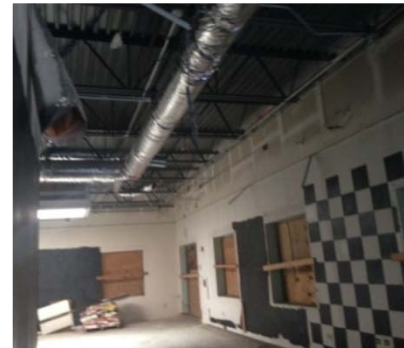
The site improvements currently under construction include a small amphitheater with a plaza and seating walls, a boardwalk with bird watching shelter, a 30-space permeable paver parking lot, storm water improvements, trails and overlooks, seating nooks, site furnishings, and a native re-landscaping of the site.



Nature Center Building Rehabilitation

Existing Building

The existing 3,000 square foot building was constructed in 2003. The interior is in poor condition and will require a complete rehabilitation. Overall, the structure of the brick masonry building appears sound, subject to the evaluation by the Architect. Much of the wiring, piping and fixtures inside the building have been stripped out and/or broken. At a minimum, the restoration goal is to repair/restore existing systems, features and fixtures with similar features, although this is subject to the Architect's recommendations to improve functionality and aesthetics. The building has been divided up into a large multi-purpose room, a small kitchen, offices, a utility/storage room, and two bathrooms, however new ideas will be considered. The final scope of work for building improvements will be based on the Architect's inspection and recommendations, in coordination with Village officials.

**1 Existing Building****2 Original building floor plan, but not current condition****3 Existing building interior**



Nature Center Building Rehabilitation

Deliverables

The Village seeks a licensed Architect to perform the requested evaluation and design services including the preparation of permit and construction drawings to restore the existing building located at 13951-61 Lagrange Road to serve the indoor functions of a small Nature Center. The scope of this RFP includes design, construction documents, bid assistance and construction administration work only, construction of the improvements will be awarded in a separate RFP. Below is a summary of services, ***all to be provided by Architect***, unless otherwise specified. Final Construction Plans and bid documents for the building improvements shall be completed by the Architect ***no later than 60 days after Village issuance of Notice to Proceed***, or a mutually agreed upon extension date with Village.

Phase 1: Document existing conditions

- a. Create base drawing of existing building and improvements in Auto-Cad.
- b. Identify needed improvements including MEP systems to existing building.
- c. Document and evaluate existing utility connections.

Phase 2: Schematic Design Development Phase, interior and exterior

- a. Recommend any modifications for alternative solutions to maximize the functionality and aesthetics of the building.
- b. Evaluate changes/improvements to the building's exterior for functional and aesthetic improvements. Vandal-resistance and low cost maintenance are important features.
- c. Determine the ability to achieve green building standards. Identify the feasibility of incorporating green features inside and on the building's exterior, with emphasis on more visible features that could be used for educational and marketing purposes.
- d. Evaluate the feasibility of adding green roof to building, including structural integrity of the roof and building structures, and provision of water source. Existing building's interior access to roof to be maintained. Green roof design and installation, if Village opts to include it, is to be performed by a certified Green Roof Professional (GRP).
- e. Evaluate the feasibility of meeting some level of LEED (or similar) certification, and assist in obtaining LEED CERTIFICATION, if Village decides to pursue it.
- f. Prepare schematic design including demolition plan, floor plan, elevations, and other graphic sketches to communicate design intent.
- g. Coordinate with contractor to establish procedures to protect completed site improvements (including pervious paver parking lot) during building rehabilitation.
- h. Coordinate the architectural drawings with any other required disciplines.
- i. Meet with Village Building Code officials to discuss Building Code requirements.
- j. Provide structural engineering report for degrading condition of steel roof decking.
- k. Develop Village-approved work narrative.
- l. Establish the final scope, structural system, material lists, and sizes.
- m. Obtain Village approvals before completing construction documents.
- n. Attend necessary review meetings as determined by Village with Staff and Open Lands Commissioners. (Up to 2 meetings)



Nature Center Building Rehabilitation

Phase 3: Construction Documents

- a. Provide complete architectural design services through permit/construction drawings.
- b. Provide specifications, bid form, and architect's estimate.
- c. Provide all required engineering including structural and MEP for a successful building rehabilitation. These tasks include developing appropriate documents for building permits.
- d. If needed, advise and comment on value engineering alternatives.
- e. Submit electronic PDF and CAD versions of all submitted Plans.
- f. Provide 3 full size scaled sets and 2, 11" X 17" sets of Final Construction Plans.

Phase 4: Bidding

- a. Provide bidding assistance.
 - i. Village will place bid advertisement and distribute bid documents.
 - ii. Notify potential contractors and answer questions during bidding.
 - iii. Prepare Addenda as needed.
 - iv. Provide bid tabulation template in Excel and tally bids submitted to Village. Architect will assist with bid reviews and check contractor references.
 - v. Provide recommendation to the Village for contractor selection.
- b. Architect must be available to answer contractor questions, review contractor shop drawings and submittals including pay applications, and respond to requests for information.
- c. Project Close Out: Architect will review close-out documents prepared by contractor to ensure owner has all necessary materials.

Phase 5: Construction Observation

- a. Provide construction site visits during project construction. This will include a pre-construction meeting and thereafter weekly or as needed site visits, scheduled to cover construction milestones. Each visit should be followed up with written summary and punch list walk through.
- b. Provide AIA Document G711 "Architect Field Reports" within 48 hours after field visit.
- c. Coordinate with contractor any special inspections from 3rd party if required.

Current Codes (as of May 2017)

2015 IBC Building Code w/Village Amendments, Village Code, Title 5, Chapter 1
2015 IRC Building Code w/Village Amendments, Village Code, Title 5, Chapter 1
2015 International Mechanical Code w/Amendments, Village Code, Title 5, Chapter 6
2014 National Electrical Code w/Amendments, Village Code, Title 5, Chapter 3
2014 State of Illinois Plumbing Code w/Amendments, Village Code, Title 5, Chapter 4
2012 International Fire Code w/Amendments, Village Code, Title 5, Chapters 1 & 5
2015 International Property Maintenance Code w/Amendments, Village Code, Title 5, Chapter 7
2015 Illinois Energy Conservation Code (IECC)
1997 Illinois Accessibility Code
2013 ASME A17.1 Safety Code for Elevators and Escalators
2016 NFPA 13, 2016 NFPA 72, 2013 NFPA 17A, 2013 NFPA 96



ORLAND PARK

RFP #18-033

Nature Center Building Rehabilitation

QUALIFICATIONS

Each proposal submitted to the Village of Orland Park shall include, without limitation, the following information in narrative and/or outline form, which will be used by the Village to select the Architect.

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 Architect grants the Village permission to contact said references and ask questions regarding prior work performance.

Staff: Provide resumes for individuals responsible for project.

Operating History: Provide background information on your company, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Village to determine the capability of the Architect to meet all contractual requirements.

Design Services to be provided: Describe the services to be provided using a narrative or outline format. Include a list of redesign and construction documents you would provide.

Proposed Fee: The submitted proposal shall include a scope of work pricing sheet (price breakdown detailing itemized prices for redesign services). These prices shall include all costs and expense necessary to perform the work in accordance with the scope of services 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.



Nature Center Building Rehabilitation

PROPOSAL SUBMISSION REQUIREMENTS

In addition to the required forms in *Section II* of this RFP, Proposers must include the information requested on pages 6-8 (the "Technical Proposal") with their submittal.

REQUIRED FORMS

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

Proposal Summary Sheet – *Section II* includes the Proposal Summary Sheet which must be completed and submitted with the proposal.

Certificate of Compliance – *Section II* includes the Certificate of Compliance which must be completed, signed, and submitted with the proposal.

References – *Section II* includes the References form that 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.

Insurance Requirements – *Section II* includes the Insurance Requirements form which 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.

SUBMISSION

All proposals must be submitted electronically through [BidNet Direct](#) **not later than 11:00 a.m., local prevailing time on July 27, 2018**. The Village is **not** accepting paper copies for this RFP. Proposals shall include all requested information, forms, and certifications in order to be considered responsive.

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



ORLAND PARK

RFP #18-033

Nature Center Building Rehabilitation

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.

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 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.



RFP #18-033

Nature Center Building Rehabilitation

Incurred 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, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the 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, 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 II* of this RFP. Proposers must sign and submit with the proposal, the Insurance Requirements in *Section II* 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, Pro

posers 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 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



ORLAND PARK

RFP #18-033

Nature Center Building Rehabilitation

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.

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.

Prevailing Wages – The Prevailing Wage Act is not applicable to the design work.

EVALUATION OF PROPOSALS

The Village will evaluate proposals based on the best overall value including experience and qualifications, operating history, responsiveness to the RFP, and pricing.

The Village reserves the right to award this Contract without discussion; therefore Proposers should put forth their best efforts in preparing proposals to permit a thorough evaluation.

If the proposers are using hourly fee, and the Grand Total Proposal Price does not match the summation of the items listed, at the Village's sole discretion, the Grand Total Proposal Price may govern over the hourly prices or individual pricing for multiple items listed.

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



ORLAND PARK

RFP #18-033

Nature Center Building Rehabilitation

PROPOSAL SUBMITTAL CHECKLIST

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

1. A **Technical Proposal** as described in this RFP
2. Signed and completed **Required Forms** from *Section II*:
 - a. Proposal Summary Sheet
 - b. Certificate of Compliance
 - c. Three (3) References
 - d. Insurance Requirements
3. Proposers must submit electronically one complete copy of the proposal uploaded to BidNet Direct. Proposals shall include all requested information, forms, and affidavits in each copy in order to be considered responsive no later than 11:00 a.m. on July 27, 2018. Please contact Bidnet Direct at 800-835-4603 if you are experiencing trouble with your submission.

II –REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET
RFP #18-033
Nature Center Building Rehabilitation

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: _____

Street Address: _____

City: _____ State: _____ Zip _____

Contact Name: _____

Phone: _____ Fax: _____

E-Mail address: _____

<u>REDESIGN PROJECT</u>	
TOTAL REDESIGN PROJECT PRICE:	\$ _____

<u>CONSTRUCTION OBSERVATION</u>	
TOTAL CONSTRUCTION OBSERVATION PRICE:	\$ _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

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

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned _____, as _____,
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of _____, 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. #: _____
(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 _____
(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 HARRASSMENT POLICY: Yes [] No []

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

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

During the performance of this Project, 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 []

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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 Company 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

Name of Authorized Officer

Title

Date

REFERENCES

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Proposer's Name & Title: _____

Signature and Date: _____

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

AUTOMOBILE LIABILITY

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

GENERAL LIABILITY (Occurrence basis)

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

PROFESSIONAL LIABILITY

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

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

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

ACCEPTED & AGREED THIS ____ DAY OF _____, 2018

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – EXHIBITS

EXHIBIT A
 **ORLAND PARK**

SAMPLE Agreement for Professional Services

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

WITNESSETH

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

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

- The Request for Proposals
- This Contract
- The Terms and Conditions
- The Proposal as it is responsive to the VILLAGE'S requirements
- Certificate of Compliance
- References
- Insurance Requirements
- Certificates of insurance

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

(hereinafter referred to as the "SERVICES") and the VILLAGE agrees to pay the ARCHITECT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount:

TOTAL: an amount not to exceed _____ and No/100 (\$ _____) Dollars.

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

SECTION 4: TERM OF THE CONTRACT: This Agreement shall commence on the date of execution. The SERVICES shall commence upon execution of each proposal and receipt of a Notice to Proceed and continue expeditiously from that date until final completion or by the agreed upon time frame per proposal for each event. This may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Agreement with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The ARCHITECT shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the ARCHITECT, 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 ARCHITECT, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ARCHITECT 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 ARCHITECT 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 ARCHITECT shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the ARCHITECT in compliance with the AGREEMENT DOCUMENTS.

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

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

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

To the VILLAGE:

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

To the ARCHITECT:

Telephone:
Facsimile:
e-mail:

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

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The ARCHITECT'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the ARCHITECT shall replace any incompetent, abusive or disorderly person in its employ.

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

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

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify, defend and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

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

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

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

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

FOR: THE VILLAGE
By: _____
Print Name: _____
Its: _____
Date: _____

FOR: THE ARCHITECT
By: _____
Print Name: _____
Its: _____
Date: _____



ORLAND PARK
PROFESSIONAL ARCHITECTURAL SERVICES
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Architect and Village:** The Architect shall serve as the Village's professional architectural consultant in those Projects, or phases of the Project on which it has been retained by the Village and to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Architect is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Architect shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Architect.
2. **Responsibility of the Architect:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Architect shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Architect shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Architect.
3. **Changes:** The Village reserves the right by written change order or amendment to make changes in requirements, amount of services, or professional time schedule adjustments, and Architect provided the Village shall negotiate appropriate contract adjustments acceptable to both Parties to accommodate any changes. The Architect is not responsible for, and Village agrees herewith to hold Architect harmless from any and all errors which may be contained within the Contract Documents or the Project Documents, including plans and specifications for the Project, unless such errors are the result of the services of the Architect. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Architect in the exercise of its professional service, is not the responsibility of the Architect and any and all costs associated with such errors shall be borne by others.
4. **Suspension of Services:** Village may, at any time, by written order to Architect (Suspension of Services Order) require Architect to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Architect shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all fees and costs incurred up to and by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Architect

shall not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other documents prepared by Architect (hereinafter "Project Documents") in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village and Village shall be entitled to use said Project Documents provided the Village has complied with the terms of this Agreement, including prompt payment of all sums due.. Architect shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for onetime use in the construction of this Project. These Project Documents are and shall remain the property of the Architect, including all intellectual property rights to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

7. **Opinions of Probable Cost:** Since Architect has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Architect's opinions of probable Project construction cost provided for herein are to be made on the basis of Architect's experience and qualifications and represent Architect's judgment as a design professional familiar with the construction industry, but Architect cannot and does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared

by Architect. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the construction cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Architect.

8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one PARTY of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each PARTY acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Architect hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the PARTIES and entitled "Amendment of Agreement".
12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Architect shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontract:** Architect may subcontract portions of the services, but each subconsultant must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Architect to enter upon public and private property and the Village obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Architect's employee salaries, overhead and fee) incident to any effort by Architect toward assisting Village in such access, permits or approvals, if Architect performed such services.

16. **Designation of Authorized Representative:** Each PARTY to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

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

18. **Information Provided by Others:** The Architect shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Architect such information as is available to the Village and the Village's consultants and contractors, and the Architect shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Architect becomes aware of inaccuracies or incompleteness. The Village recognizes that it is impossible for the Architect to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.
19. **Terms of Payment:** Architect shall submit monthly statements for the Services and any additional services rendered and for Reimbursable Expenses incurred, based upon Architect's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Architect, Architect may after giving seven days written notice to Village, suspend services under this Agreement until Architect has been paid in full all amounts properly due for services, expenses and charges. Architect shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Architect and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances. If Architect becomes aware of such hazardous materials at the Project site, the Architect shall notify the Village.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be

entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.

22. **Insurance:** The Architect shall provide the Village with certificates of insurance evidencing all coverages held by the Architect, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Electronic Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by e-mail or facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by e-mail or facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the PARTIES, or provision thereof the fact that an e-mail or facsimile transmission was used.
24. **Certifications:** Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect having to certify the existence of facts, opinions or conditions that would require knowledge, services or responsibilities beyond or outside the scope of the Architect's Services. The Village also agrees not to make resolution of any dispute with Architect or payment of any amount due to the Architect in any way contingent upon the Architect signing any such certification that would require knowledge, services or responsibilities beyond or outside the scope of the Architect's Services.

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

ARCHITECT

By: _____
Officer Date

Print Name: _____

VILLAGE OF ORLAND PARK

By: _____
Officer Date

Print Name: _____