

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2019-0611

Innoprise Contract #: C19-0120

Year: 219

Amount: \$102,000.00

Department: VMO/DS

Contract Type: Professional Consulting

Contractors Name: Robinson Engineering, Ltd

Contract Description: Interim Staffing Services Development Services

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

September 20, 2019

Ms. Dana Ludwig
Robinson Engineering, Ltd.
10045 W. Lincoln Highway
Frankfort, IL 60423

NOTICE TO PROCEED – Interim Staffing Services – Development Services

Dear Ms.Ludwig:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of September 20, 2019.

Please contact Greg Summers at 708-403-6245 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this service and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) fully executed contract dated August 28, 2019 in an amount not to exceed One Hundred Two Thousand and No/100 (\$102,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

Encl:

cc: Greg Summers

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

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TRUSTEES

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August 28, 2019

Ms. Dana Ludwig
Robinson Engineering, Ltd.
10045 W. Lincoln Highway
Frankfort, IL 60423

NOTICE OF AWARD – Interim Staffing Services - Development Services Department

Dear Ms. Ludwig:

This notification is to inform you that on August 19, 2019, the Village of Orland Park Board of Trustees approved awarding Robinson Engineering, Ltd. the contract in accordance with the proposal you submitted dated August 1, 2019, for Interim Staffing Services for the Development Services Department for an amount not to exceed One Hundred Two Thousand and No/100 (\$102,000.00) Dollars through October 31, 2019.

I understand that work has begun, so a prompt turnaround of the following documents is appreciated.

- Attached is the Contract for Interim Staffing Services for the Development Services Department. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract and proposal will be returned to you.
- Also enclosed are the Certificate of Compliance and Insurance Requirements. Please complete and return them directly to me.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

A handwritten signature in black ink that reads "Denise Domalewski". The signature is written in a cursive style with a large, sweeping initial 'D'.

Denise Domalewski
Purchasing & Contract Administrator

cc: Tom Dubelbeis
Greg Summers

 ORLAND PARK
Interim Staffing Services – Development Services
(Contract for Professional Consulting)



This Contract is made this 28th day of August, 2019 by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and ROBINSON ENGINEERING, LTD. (hereinafter referred to as the "CONSULTANT").

WITNESSETH

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

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, 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 Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract
Professional Consulting General Terms and Conditions
The Proposal/Statement of Work dated August 1, 2019, as it is responsive to the VILLAGE's requirements
Certificate of Compliance
Certificates of Insurance

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

*Provide professional consulting for interim staffing services within the Development Services Department as described in the proposal dated August 1, 2019. See proposal for complete scope of work as requested by the Village of Orland Park. **Note** the following modifications to the proposed scope of work:*

- *Under **TIMELINE** – strike "and Public Improvement Technician II" and the entire paragraph "The Utility Infrastructure Inspector work...beyond six months if needed" on page 2.*
- *Page 2 – strike Adam Glens, John F. Hannigan and Craig Heim and their related information.*
- *Page 4 Task 2d –Policy & Resource Review shall be stricken in its entirety.*
- *Page 4 INF Work – Utility Infrastructure Inspector shall be stricken in its entirety.*
- *Page 5 INF Work – Utility Infrastructure Inspector signatory lines shall be stricken in their entirety.*
- *Robinson Engineering, Ltd. Standard Terms and Conditions are stricken in their entirety and replaced with the Village of Orland Park's Professional Consulting Services General Terms and Conditions.*

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

amount:

TOTAL COST: an amount not to exceed One Hundred Two Thousand and No/100 (\$102,000.00) Dollars as itemized in the proposal.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of execution. The WORK shall commence August 26, 2019 and continue expeditiously from that date until final completion or October 31, 2019, whichever occurs first. **This contract may be extended as necessary and approved by the Board of Trustees.** This Contract 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 Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONSULTANT shall indemnify 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 CONSULTANT, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONSULTANT, its officers, agents and/or employees arising out of, or in performance of any of the 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 CONSULTANT shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

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 CONSULTANT in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONSULTANT 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: CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 WORK.

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:

Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONSULTANT:

Dana E. Ludwig, PE, CFM, CPESC
Senior Project Manager
Robinson Engineering, Ltd.
10045 W. Lincoln Highway
Frankfort, Illinois 60423
Telephone: 815-806-0300
Facsimile: 815-806-0301
e-mail: dludwig@reltd.com

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

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 CONSULTANT'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 CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONSULTANT 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: CONSULTANT shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

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

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

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

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

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

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

FOR: THE VILLAGE

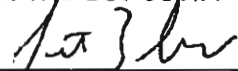
By: 

Print Name: Thomas White

Its: Interim Village Manager

Date: 9-20-19

FOR: THE CONSULTANT

By: 

Print Name: Jonathan Zabrocki

Its: Vice President

Date: 9/4/19

 ORLAND PARK
PROFESSIONAL CONSULTING SERVICES
GENERAL TERMS AND CONDITIONS

1. **Relationship Between CONSULTANT and VILLAGE:** The CONSULTANT shall serve as the VILLAGE's professional consultant on the WORK, or phases of the WORK, to which this Contract applies. This relationship is that of a buyer and seller of professional services and as such the CONSULTANT is an independent contractor in the performance of this Contract and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the VILLAGE. Nothing contained in this Contract shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONSULTANT.

2. **Responsibility of the CONSULTANT:** Notwithstanding anything to the contrary which may be contained in this Contract or any other material incorporated herein by reference, or in any Contract between the VILLAGE and any other party concerning the WORK, the CONSULTANT 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 WORK. The CONSULTANT shall not be responsible for the acts or omissions of the VILLAGE, or for the failure of the VILLAGE, any architect, another consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the WORK documents, this Contract or any other agreement concerning the WORK. 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 CONSULTANT.

The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and the VILLAGE shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The CONSULTANT is not responsible for, and VILLAGE agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the CONTRACT DOCUMENTS, unless such errors are the result of the work of the CONSULTANT. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the CONSULTANT in the exercise of its professional service, is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. **Changes:** VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.

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

5. **Documents Delivered to VILLAGE:** Drawings, specifications, reports, and any other WORK documents prepared by CONSULTANT in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. CONSULTANT shall have the

right to retain originals of all WORK documents and drawings for its files. Furthermore, it is understood and agreed that the WORK documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the WORK, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of the WORK. These WORK documents are and shall remain the property of the CONSULTANT 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 WORK.

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 CONSULTANT 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 CONSULTANT in their preparation. The CONSULTANT also reserves the right to retain hard copy originals of all WORK documentation delivered to the VILLAGE in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

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

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

7. **Opinions of Probable Cost:** Since CONSULTANT 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, CONSULTANT's opinions of probable WORK cost provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgment as an ENGINEERING FIRM professional familiar with municipal engineering requirements, but CONSULTANT cannot and does not guarantee that proposal, bids or the cost will not vary from opinions of probable cost prepared by CONSULTANT. If, prior to any Bidding or Negotiating Phase, VILLAGE wishes greater accuracy as to the probable cost, the VILLAGE shall employ an independent cost estimator consultant for the purpose of obtaining a second probable cost opinion independent from CONSULTANT.

8. **Successors and Assigns:** The terms of this Contract 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 Contract 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 Contract and shall not be construed to be a waiver of any provision, except for the particular instance.

10. **Entire Understanding of Contract:** This Contract 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 CONSULTANT 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 Contract shall be null, void and without effect to the extent they conflict with the terms of this Contract.

11. **Amendment:** This Contract 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 Contract".

12. **Severability of Invalid Provisions:** If any provision of the Contract 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 Contract, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

13. **Force Majeure:** Neither VILLAGE nor CONSULTANT shall be liable for any fault or delay caused by any contingency beyond its or their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

14. **Subcontracts:** CONSULTANT may subcontract portions of the WORK, but each subcontractor must be approved by VILLAGE in writing in advance.

15. **Access and Permits:** VILLAGE shall arrange for CONSULTANT to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the WORK. VILLAGE shall pay costs (including CONSULTANT's employee salaries, overhead and fee) incident to any effort by CONSULTANT toward assisting VILLAGE in such access, permits or approvals, if CONSULTANT performed such services.

16. **Designation of Authorized Representative:** Each party to this Contract shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the WORK. 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 WORK, 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 WORK, 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 CONSULTANT whenever the VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's services, or any defect or non-conformance of the work of any subcontractor.

18. **Information Provided by Others:** The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of its services for the WORK. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, CONSULTANT determined inaccuracies or incompleteness. The VILLAGE recognizes that it is impossible for the CONSULTANT 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:** CONSULTANT shall submit monthly statements for basic and additional services rendered and for reimbursable expenses incurred, based upon CONSULTANT'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 CONSULTANT, CONSULTANT may after giving seven days written notice to VILLAGE, suspend services

under this Contract until CONSULTANT has been paid in full all amounts properly due for services, expenses and charges. CONSULTANT 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 Contract, the CONSULTANT and any sub-contractors shall have no responsibility for the discovery (unless such discovery should have been made by the CONSULTANT in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at any WORK site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the CONSULTANT or sub-consultants.

21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this Contract, 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 CONSULTANT shall provide the VILLAGE with certificates of insurance evidencing all coverage held by the CONSULTANT, 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, Guarantees and Warranties:** CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions the existence of which the CONSULTANT cannot ascertain. The VILLAGE also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification as to unascertainable conditions.

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

ROBINSON ENGINEERING, LTD(Consultant)

By:  9/4/19
Officer Date

Print Name: Jonathan Zabrocki

VILLAGE OF ORLAND PARK

By:  9.20.19
Officer Date

Print Name: Thomas Dubelke



Date: August 1, 2019

Subject: Village of Orland Park
Proposal for Interim Staffing Assistance
Development Services Department
14700 Ravinia Avenue
Orland Park, IL 60462

To: Mr. Thomas M. Dubelbeis – Interim Village Manager
Mr. Greg E. Summers, AICP – Assistant Village Manager / Administration

UNDERSTANDING OF NEEDS

The Village of Orland Park needs additional staff members to assist with a backlog of planning review work and to keep up with construction engineering tasks for the potable water system. Village Staff has also indicated a desire to evaluate policies, processes, and resources related to development projects based on other community strategies and methods with the intent of a future customization and update of policies, processes, and resources.

From our meeting on 7/19/19, we understand that Orland Park puts community goals ahead of developer goals and that Orland Park wants a fair process for all developments. Robinson Engineering, Ltd. routinely declines private sector work in client communities and over 95% of our annual revenues are derived from local municipalities in IL, IN, and WI. Robinson already operates with a focus on serving communities, protecting public interests, and working with public infrastructure systems. Our plan review team utilizes proven techniques for fair and consistent implementation of local criteria and good planning practices.

Our selected team to work with Orland Park has over 80 years of combined experience in planning and/or plan review work along with over 100 years of combined experience in infrastructure construction engineering and operations.

We understand that the Village is in the process of rebuilding the Development Services Department and we are grateful for the opportunity to fulfill tasks on an Interim basis and help to evaluate and elevate the Village's process, if needed. We have successfully implemented similar interim transitions and we provide ongoing planning support, code interpretation, and other specific planning and ordinance projects in several of our client communities.

TIMELINE

We are available to assist in the manner described herein with the Village's need for Senior Planner, Planner I, and ~~Public Improvement Technician~~ ^{AUD} for an undetermined length of time. We understand that the Village will ultimately fill these roles by future Village Staff, and we will be available to assist the evaluation of candidates at such time it is appropriate. Furthermore, we are flexible to adjust our role and hours at such time a new Director is brought on or other staffing changes are made. We are accustomed to adapting our role and approach based upon different managerial strategy or division and prioritization of tasks.

We understand that the Village desires to have additional assistance as soon as possible to assist with the backlog in workload and employee morale. Understanding that the municipal process does not facilitate this immediate desire of Staff and accommodating our current commitments, we propose our onsite assistance to commence on Monday, August 26, 2019 (or later). We are available to start research and preparations for the roles prior to August 26th. We divided the anticipated Planning and Zoning (P&Z) role into phases and tasks to confirm responsibilities, define budgets for various stages of anticipated needs, and allow for adjustments in the anticipated hours needed, summarized below and detailed in later pages of this proposal:

- Preparation period: Two weeks (Phase 1)
- Onsite Staffing Assistance:
 - Four Weeks Initially (Phase 2)
 - Additional Weeks, After Reassessing Needs & Roles (Phase 3)



The ~~Utility Infrastructure Inspector~~ work can commence with much less preparation time. We have a team of ~~23 resident~~ engineers with a variety of expertise, as well as familiarity with MWRD, state, and federal requirements for public infrastructure systems. We have identified a few potential ~~resident~~ engineers in this proposal for this work and will select the most appropriate staff person(s) to join the Orland Park team at such time the services are needed. We understand the ~~anticipated need~~ may extend up to six months, but our staffing is flexible, and ~~availability to extend beyond six months if needed.~~

OUR TEAM

We present the following Robinson Staff to complement and assist the Village of Orland Park Staff (full resumes are attached to this letter):

Maura A. Rigoni, AICP

- Senior Planner
- Primary Point of Contact
- 17 years of experience in planning and zoning
- Oversee all planning work, delegate tasks to Robinson team
- Available by phone outside of Village Hall (during regular business hours)
- Plan review and related oversight, including meeting with developers
- Comp Plan Implementation and land use review for assigned projects
- Oversee the preparation and review Staff Reports for assigned projects
- Assist with issuing Zoning Certificates
- Various research relating to planning and zoning issues and trends
- Review current development process and provide input to streamline
- Audit current ordinances and identify those to be updated to further assist in plan review and the process
- Attend regularly scheduled status meetings with Village Staff
- Aid and collaborate with Village Planning Staff regarding current development and planning trends

Dana E. Ludwig, PE, CFM, CPESC

- Senior Project Manager
- Secondary Point of Contact
- Over 17 years of experience in development administration and plan reviews
- Client Manager (coordinate staffing needs, assist timelines, adhere to staffing budgets, ensure client satisfaction)
- Assist advisement of developers and citizens regarding development requirements and effects
- Assist evaluation of process, ordinance, checklists, other resources
- Attend meetings as needed

Kevin Danko, PEI

- Plan Reviewer
- Perform bulk criteria review
- Assist research
- Assist Staff Report preparation
- Other items as assigned

Meghan P. Needham

- Plan Reviewer
- Perform bulk criteria review
- Assist research
- Assist Staff Report preparation
- Other items as assigned

Konstantine Savoy, AICP

Kon Savoy Consulting Group (SCG)

- Over 37 years of experience in community planning and economic development
- Available on an as-needed basis for collaboration with Robinson Staff on code interpretations, land use review, Comp Plan implementation, process collaboration, ordinances, guidelines in other communities

~~Adam Cies~~

- ~~Utility Infrastructure Inspector~~
- ~~Over 18 years of experience in construction observation~~
- ~~Potable water system oversight: connections, chlorinations, etc.~~

John F. Hannigan

- Utility Infrastructure Inspector
- Over 48 years of experience in engineering, construction oversight, survey, and field work
- Potable water system oversight: connections, chlorinations, etc.

Craig Heim

- Utility Infrastructure Inspector
- Over 44 years of experience with public infrastructure systems
- IEPA Water Operator, Class C
- Former Public Works Director, Utilities Superintendent
- Potable water system oversight: connections, chlorinations, etc.



CORE VALUES

At Robinson, our established Core Values represent our highest priorities, deeply held beliefs, and fundamental driving forces. Our Core Values drive the dedicated team of passionate employees who form the backbone of our shared success with the communities we serve. Each employee is reminded of these Core Values throughout the year and the Core Values are included as part of the annual performance reviews. Our Staff will bring these assets to the Village as we team with your Staff: positive attitude, always dependable, client focused, competent, integrity, motivated and driven. The team selected to work with the Village of Orland Park are exemplary individuals of these traits.



SCOPE OF SERVICES / PHASES OF WORK

P&Z Phase 1 – Preparation

Task 1a – Code & Process Familiarization

It is imperative to be familiar with Village requirements prior to starting the first plan review. Prior to being onsite, we will gather as many of the available resources and become familiar with:

- Village Zoning Ordinance
- Comprehensive Plan
- Development Application and Information Guide
- Zoning Map
- Any other ordinances/documents provided by Village Staff

Task 1b – Confirm Scope of Plan Review Work

Utilizing information gathered during Task 1a and other input from Village Staff prior to being onsite, we will prepare a detailed understanding of our desired interim role and resources to use during that time.

Based on conversations to date, we understand that the immediate need is to handle planning aspects for a select list of multi-family residential developments (including but not limited to eight projects). We understand that this work will include evaluation of projects with the Comprehensive Plan, current Village policies and guidelines, review based on zoning and other ordinances, preparation of staff reports, implementing general planning criteria, and assistance with Pre-Concept Meetings and other meetings. We understand that our role is to be the primary point of contact for the Village by developers, Village Staff, and other consultants for the Village. We are also prepared to assist and attend Plan Commission Meetings.

We understand that our planning review work will not include engineering, landscaping, and photometric reviews, architectural reviews, or processing of variances and special uses unless in conjunction with the project under review. We understand that Village Staff will handle Village Board meetings for our assigned projects.

A detailed outline of our role and responsibilities will be reviewed and confirmed with Village Staff.

Phase 1 Fee (not to exceed): \$6,000 to be invoiced at hourly rate per staff type

Phase 1 Timeline: Commence within one week of authorization, preparation to take 2 weeks



SCOPE OF SERVICES / PHASES OF WORK (continued)

P&Z Phase 2 – Onsite Staffing Assistance

Task 2a – Introductions

Upon authorization to join staff, time will be spent to meet and become acquainted with Village Staff, Elected and Appointed Officials (if deemed appropriate), set up a working office, become acclimated with the Village's network, files, and report templates. We also plan to attend one or two Plan Commission meetings for orientation.

Task 2b – Plan Review Work

Using the confirmed scope of work (Task 1b), we will review plans, applications, and supporting documents. We will coordinate and communicate with Village Staff, developers, and other consultants. We will prepare Staff Reports and attend and/or conduct meetings, as needed. We will also assist and attend Plan Commission Meetings when our assigned projects are on the agenda.

Task 2c – Onsite Assistance

In addition to reviewing the projects assigned, we anticipate additional collaboration, consultation, and coordination with Village Staff, developers, and other consultants about the Village's process, requirements, pre-application/due diligence considerations, ordinance interpretations, and other items, including staff meetings (if applicable).

Task 2d – Policy & Resource Review

~~Throughout our time assisting the Village, we will collect ideas and make notations to suggest amendments to ordinances, processes, checklists, etc. Dedicated time can be spent only if confirmed as a priority by Village Staff, and if plan review workload and timelines allow for this work. We foresee a better result after spending time using resources and implementing policies before updating documents and collecting insight and ideas along the way.~~

Phase 2 Fee (budget for 4 weeks): \$25,000-\$48,000

- Based on 40-80 hours per week depending upon need (Senior Planner onsite up to 32 hours/week; Senior Project Manager onsite as needed, support staff to work from Robinson locations)
- To be invoiced at hourly rate per staff type

Phase 2 Timeline: Commence on or after August 26th, after P&Z Phase 1

P&Z Phase 3 – Future Onsite Staffing Assistance

After the initial four-week period of onsite assistance, we will assess the actual scope of work performed and recommend adjustments (if needed). Input from Village Staff will be included in an updated outline of our role and responsibilities prepared during Task 1b. An updated budget and timeline will be determined at that time.

Phase 3 Fee & Timeline: TBD

~~**INF Work – Utility Infrastructure Inspector**~~

~~Work will commence with a brief meeting with Village Staff to understand any specific concerns and specifications within the Village. Work will include but is not limited to review of contractors work to ensure local and state requirements are met, communicating with property owners, documentation of test results, and troubleshooting issues. This individual will report to Village Staff as assigned.~~

~~**INF Work Fee & Timeline (per week): \$2,500-\$5,000**~~

- ~~• Based on 20-40 hours per week depending upon need~~
- ~~• To be invoiced at hourly rate per staff type~~
- ~~• May be reimbursable if development related~~

~~**Commence within 5-10 business days of authorization**~~



Additional tasks that complement or typically accompany those listed above will be welcomed and performed as requested by Village Staff. Additional projects and services can be discussed at any time; larger projects, such as updating the zoning ordinance, or introduction of additional Robinson Staff for other services, will be evaluated and recommend scopes, budgets, and agreements will be provided separately.

COMPENSATION FOR SERVICES

Compensation shall be done on an hourly basis according to the attached Standard Hourly Rates.

- *Standard Hourly Billing Rates (attached) include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.*
- *The Standard Hourly Rates will be adjusted annually to reflect equitable changes in compensation.*

Thank you for the opportunity to meet and consider utilizing our services. You will find our selected team to be highly dedicated, logical, positive, and organized individuals; and collectively a very capable, well-coordinated, and effective team. If this proposal is satisfactory, please initial and sign the selected tasks below and return one copy of this letter, along with an initialed and dated copy of the attached "Robinson Engineering, Ltd. Standard Terms and Conditions", to our office as notification of authorization to proceed.

If you have any questions or require additional information, please do not hesitate to contact us.

ROBINSON ENGINEERING, LTD.

Russ W. Prekwas, PE
Chairman & CEO
708-210-5684
rprekwas@reltd.com

Dana E. Ludwig, PE, CFM, CPESC
Senior Project Manager
815-412-2702
dludwig@reltd.com

Maura A. Rigoni, AICP
Senior Planner
815-412-2721
mrigoni@reltd.com

Village of Orland Park Proposal for Interim Staffing Assistance Development Services Department

P&Z Phase 1 –

Preparation

Task 1a – Code & Process

Familiarization

Task 1b – Confirm Scope of Plan
Review Work

Approved this 7 day
of August
20 19

Signature – Mr. Tom Dubelbeis,
Interim Village Manager

P&Z Phase 2 –

Onsite Staffing Assistance

Task 2a – Introductions

Task 2b – Plan Review Work

Task 2c – Onsite Assistance

~~Task 2d – Policy & Resource Review~~

Approved this 20 day
of September
20 19

Signature – Mr. Tom Dubelbeis,
Interim Village Manager

~~INF Work –~~

~~Utility Infrastructure Inspector~~

Approved this _____ day
of _____
20 _____

Signature – Mr. Tom Dubelbeis,
Interim Village Manager

Standard Per Diem Rates:

CLASSIFICATION	RANGE OF RATES
Principal Engineer	\$196.00-\$200.00
Senior Project Manager	\$172.00-\$186.00
Senior Structural Engineer	\$182.00
Senior Engineer	\$156.00-\$170.00
Project Engineer	\$115.00-\$145.00
Project Manager	\$126.00-\$145.00
Engineering Technologist	\$94.00-\$118.00
Engineering Technician	\$100.00-\$113.00
Chief Land Surveyor	\$156.00
Land Surveyor	\$113.00-\$140.00
Surveying Technologist	\$100.00-\$113.00
Grant Writer	\$88.00-\$107.00
Project Developer	\$100.00-\$157.00
Intern	\$49.00
GIS Coordinator	\$151.00
GIS Developer	\$123.00
GIS Technologist	\$99.00

CLASSIFICATION	RANGE OF RATES
CAD Manager	\$134.00
CAD Designer	\$124.00
CAD Technologist	\$93.00-\$107.00
Resident Engineer	\$121.00-\$147.00
Resident Engineering Rep.	\$121.00-\$131.00
Field Superintendent	\$152.00
Assistant Field Superintendent	\$140.00
Field Crew Chief	\$113.00
Field Crew Member	\$73.00-\$89.00
Licensed Operator	\$103.00
Operator	\$82.00-\$92.00
IT Coordinator	\$134.00
IT Technologist	\$100.00
Administrative	\$74.00-\$85.00
Project Administration	\$100.00
Planner	\$124.00
Operations Manager	\$135.00

Rates are subject to revision on or after 1/1/2020

Reimbursable Expenses at a factor of 1.10

Sub-Consulting Fee Markup at 10%

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Susan J. Maslanka, as Secretary/Treasurer
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Robinson Engineering, Ltd., 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.#: 36-2407339
(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 July 12, 1962
(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: (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:

Susan J. Maslanka
Signature of Authorized Officer

Susan J. Maslanka
Name of Authorized Officer

Secretary/Treasurer
Title

08/29/2019
Date



ORLAND PARK 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

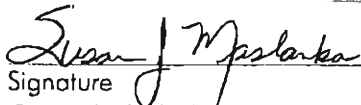
PROFESSIONAL LIABILITY

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

Any insurance policies providing the coverages required of the Contractor/Vendor 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.

Proposer agrees that prior to any commencement of work to 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 contractor.

ACCEPTED & AGREED THIS 29 DAY OF August, 2019


Signature

Susan J. Maslanka Secretary/Treasurer
Printed Name & Title

Authorized to execute agreements for:

Robinson Engineering, Ltd.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2019

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 The Horton Group 10320 Orland Parkway Orland Park IL 60467		CONTACT NAME: Certificates Team PHONE (A/C No. Ext): 708-845-3917 FAX (A/C No.): 708-845-4145 E-MAIL ADDRESS: constructioncerts@thehortongroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Casualty Company	
		INSURER B: Evanston Insurance Company	
		INSURER C: Travelers Casualty and Surety Company of Europe Lt	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Robinson Engineering Ltd
17000 South Park Avenue
South Holland IL 60473

ROBIENG-01

COVERAGES**CERTIFICATE NUMBER:** 1790572858**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	6023587947	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	6023587933	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y		6023587916	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	6023587897	1/1/2019	1/1/2020	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C A	Professional Cyber Liability Drone Liability			MKL77PL0003318 106626323 6023587947	9/9/2018 1/1/2019 1/1/2020	1/1/2020 1/1/2020 1/1/2020	Occ / Agg Limit 2,000,000 1,000,000 1,000,000

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

Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.

Additional Insured: The Village of Orland Park, and their respective officers, trustees, directors, employees and agents.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park 14770 Ravinia Avenue Orland Park IL 60462 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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