

## Clerk's Contract and Agreement Cover Page

Year: 2008-0

Legistar File ID#:

Multi Year:

Amount \$0.00

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Contract Type:

Professional Services

Contractor's Name:

McDonough Associates Inc

Contractor's AKA:

Execution Date:

3/4/2008

Termination Date:

12/31/2009

Renewal Date:

Department:

Public Works

Originating Person:

Denise Domalewski/Pete Casey

**Contract Description:** Professional Engineering Services General Contract  
2008-2009  
3.4.08 \$209,616 Ped Bridge  
3.4.08 \$75,230 Decorative Façade  
5.13.09 104th Ave Bike Path \$34,165.38  
12.1.09 - addendum to extend contract thru 2010  
6.16.10 Bike Path add \$23,420.48  
6.17.10 proposal Wolf & 183rd water main \$18,160.00

12/23/10 Addendum B - extending General through  
2011

JAN 21 2011

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

January 21, 2011

Mr. Michael Hannemann  
McDonough Associates, Inc.  
16634 S. 107<sup>th</sup> Court  
Orland Park, Illinois 60467

**RE: *Addendum B to extend Term of General Contract 2008-2009 through 2011***

Dear Mr. Hannemann:

Enclosed is one (1) original executed Addendum B to the Professional Engineering Services General Contract 2008-2009 which extends the term to December 31, 2011. When work is needed throughout the year, we will require a fully executed proposal in writing which will be attached to this contract as an addendum.

Each addendum to this general contract will have a separate Purchase Order assigned when required. 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. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

MAYOR

Daniel J. McLaughlin  
VILLAGE CLERK  
David P. Maher  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100



VILLAGE HALL

TRUSTEES

Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

December 23, 2010

Mr. Michael Hannemann  
McDonough Associates, Inc.  
16634 S 107<sup>th</sup> Court  
Orland Park, Illinois 60467

**RE: Addendum B to extend Term of General Contract 2008-2009 through 2011**

Dear Mr. Hannemann:

The Professional Engineering Services General Contract dated August 16, 2007 is expiring December 31, 2010. The Village of Orland Park is extending the term via an addendum. It will be valid for the upcoming fiscal year beginning January 1, 2011 and cover "all projects" with the Village. This contract/addendum will extend for twelve (12) months and expire on December 31, 2011. Each project during the year will require an executed (signed) proposal and separate Purchase Order which will be attached to the General Contract as an addendum. All certifications, insurance, and terms and conditions are still applicable to this agreement.

1. Attached is the Addendum to the General Contract extending the term to December 31, 2011. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Addendum and one original executed Addendum will be returned to you.
2. Please sign the attached certifications. We need current documents on file for fiscal year 2011.
3. The Village of Orland Park does have current Certificates of Insurance on file, therefore, new ones are not needed until they renew in 2011.

**Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.**

For each project that occurs within the year you will be issued a *Notice to Proceed* letter and a Purchase Order number once we have a fully executed proposal on file. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,

*Denise Domalewski*  
Denise Domalewski  
Contract Administrator



**ADDENDUM B to**  
"Professional Engineering Services General Contract 2008-2009"

**Dated**  
March 4, 2008

**Amended**  
December 1, 2009

**Between**  
The Village of Orland Park, Illinois ("VILLAGE") and McDonough Associates, Inc.  
("CONTRACTOR")

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RE:Extend General Contract through fiscal year 2011

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement and any previously issued addenda, the provisions of this Addendum shall control.
2. In **SECTION 4: TERM OF THE CONTRACT**, of said Agreement, the sentence "This Contract shall terminate on December 31, 2009, but 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" shall be stricken and replaced with "This Contract shall terminate on December 31, 2011, but 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."
3. In **SECTION 7: NOTICE**, of said Agreement, the contact name and email information for the contractor shall be deleted and replaced with Mr. Michael Hannemann, Sr. Vice President, with an email address of mhannemann@maiengr.com.
4. All of the other terms, covenants, representations and conditions and certifications of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
5. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the **23rd day of December, 2010**, shall be attached to and form a part of the Agreement dated the 4<sup>th</sup> day of March, 2008 and shall take effect upon signature below by duly authorized agents of both parties.

**AGREED AND ACCEPTED**

**FOR: THE VILLAGE**

By: \_\_\_\_\_

Print Name: Paul G. Grimes

Its: Village Manager

Date: 1/20/11

**FOR: THE CONTRACTOR**

By: \_\_\_\_\_

Print Name: FEROZ NATHANI

Its: President

Date: 1-12-11

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

✓ \_\_\_\_\_ Corporation: State of Incorporation: Illinois  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

McDonough Assoc  
Business Name

(Corporate Seal)

Feroz Nathani  
Signature

FEROZ NATHANI  
Print or type name

President  
Title

1/12/11  
Date



## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination 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.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

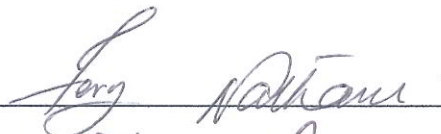
E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

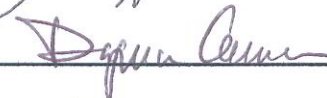
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will 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 Vendor 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 Vendor 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.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

BY: 

WITNESS: 

DATE: 1-12-11



## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 written sexual harassment policies that shall include, 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) and the Commission (Human Rights 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."

I, Feroz Nathani, having submitted a proposal for McDonough Associates Inc.  
(Name) (Name of Contractor)

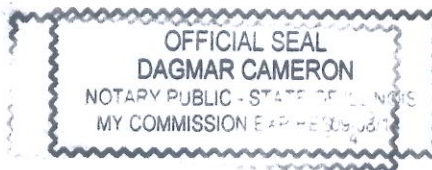
for All Projects within the Village of Orland Park to the Village of Orland Park, hereby  
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Feroz Nathani  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 12th Day  
of January, 2011.

Dagmar Cameron  
Notary Public



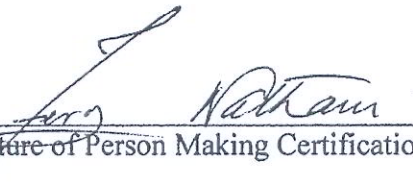


**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

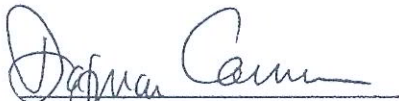
**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, FEROZ NATHANI, being first duly sworn certify and say  
that I am PRESIDENT  
(insert "sole owner," "partner," "president," or other proper title)

of Mc DONOUGH ASSOCIATES, INC., the Prime Contractor  
submitting this proposal, and that the Prime Contractor 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.

  
\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 12th Day  
of January, 2011.

  
\_\_\_\_\_  
Notary Public



TAX CERTIFICATION

I, Feroz Nathani, having been first duly sworn depose and state as follows:

I, Feroz Nathani, am the duly authorized agent for McDonough Associates, Inc., which has submitted a proposal to the Village of Orland Park for

All Projects within the Village of Orland Park and I hereby certify (Name of Project)

that McDonough Associates Inc. is not

delinquent 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.

By: Feroz Nathani  
Title: President

Subscribed and Sworn To  
Before Me This 12th Day  
of January, 2011.

Dagmar Cameron  
Notary Public

