

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2020-0487

Innoprise Contract #: C20-0138

Year: 2020-2025

Amount:

Department: EP&S - Khurshid Hoda

Contract Type: Master Agreement Professional Engineering Services

Contractors Name: Thomas Engineering Group, LLC

Contract Description: Professional Engineering Services (projects are attached as Exhibit B)
Exhibit B - Traffic Study for 143rd Street at Wedgewood Glen Drive for a
not-to-exceed amount of \$4,580.00.
C20230209 - Exhibit B - FLC Water Main Loop Project \$15,000

Exhibit B



762 Shoreline Drive
Suite 200
Aurora, Illinois 60504

May 9, 2023

Joshua Burman | Utilities Supervisor
Village of Orland Park | Public Works
15655 S. Ravinia Avenue
Orland Park, Illinois 60462

RE: Proposal for Franklin Loebe Center (FLC) Watermain Loop Project

Mr. Burman,

Thomas Engineering Group, LLC (TEG) is pleased to submit the enclosed proposal to the Village of Orland Park. TEG is in receipt of the Request for Proposals (RFP) for the Franklin Loebe Center (FLC) Watermain Loop Project, received via email on April 24, 2023. Our team is enthusiastic about the opportunity to work with the Village to provide the design of an 8" watermain loop and new service installation to the FLC Recreation Building.

This project fits one of our strongest company skillsets and our top personnel are available for this assignment. Our primary goal for this project is for our team to exceed the Village of Orland Park's expectations while recommending solutions which provide outstanding value and long-term performance. Our key personnel and Kevin VanDeWoestyne, P.E., ENV SP, Municipal Department Head, and Don Kinzler, P.E., CFM, Senior Project Manager, have outstanding experience with planning and designing watermain projects.

What separates us from the other firms is our service—our trademark is **service at the highest grade®**. While other larger firms have their best teams committed to many clients and projects, TEG has a number of excellent teams in which our staff is committed to only a few clients and projects. We deliver large firm experience with small firm service.

If you have any questions or need additional information, please feel free to contact me at (847) 815-9500 or email me at kevinv@thomas-engineering.com.

Sincerely,

thomas engineering group, llc

Kevin VanDeWoestyne, P.E., ENV SP
Municipal Department Head



PROPOSAL
FOR
THE VILLAGE OF ORLAND PARK | PUBLIC WORKS
ORLAND PARK, ILLINOIS

FRANKLIN LOEBE CENTER WATERMAIN LOOP
PROJECT

PHASE II DESIGN ENGINEERING SERVICES

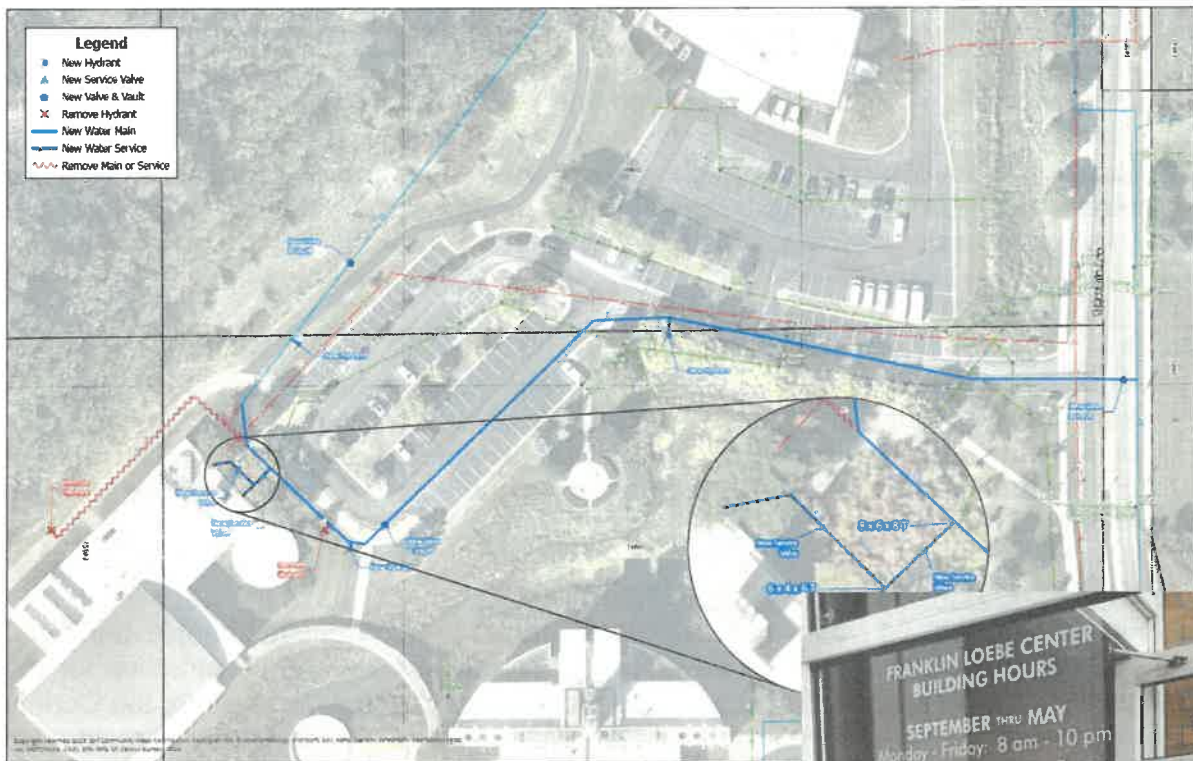
PREPARED BY:
Kevin C. VanDeWoestyne, P.E., Env. Sp.
Municipal Department Head

May 9, 2023

Proposal for Franklin Loebe Center Watermain Loop Phase II Design Engineering Services Village of Orland Park | Public Works

PROJECT UNDERSTANDING

The Village of Orland Park (Village) is seeking proposals from qualified professional engineering consultants to perform design engineering for the installation of an 8" watermain loop and new water service installation to the Franklin Loebe Center (FLC) Recreation Building. TEG is in receipt of the Request for Proposals (RFP) for the FLC Watermain Loop Project, received via email on April 24, 2023. Thomas Engineering Group, LLC (TEG) is pleased to submit the enclosed proposal to the Village and our team is enthusiastic about the opportunity to continue working with the Village.



The Franklin Loebe Recreation Center, located at 14650 Ravinia Avenue in Orland Park, is home to many programs offered through the Village of Orland Park Recreation & Parks Department. Watermain installation and sequencing will need to be carefully planned to minimize disruption to weekly activities during normal building hours. TEG will discuss the Village's options in terms of trenchless technology to limit open trenches while maximizing ingress and egress to the facility.



PROJECT TEAM

This project fits one of our strongest company skillsets and our top personnel are available for this assignment. Our primary goal for this project is for our team to exceed the Village of Orland Park's expectations while recommending solutions which provide outstanding value and long-term performance. Our key personnel and Kevin VanDeWoestyne, P.E., ENV SP, Municipal Department Head, and Don Kinzler, P.E., CFM, Senior Project Manager, have outstanding experience with planning and designing watermain projects.

KEVIN VANDEWOESTYNE, P.E., ENV SP, PROJECT PRINCIPAL

Kevin VanDeWoestyne, P.E., ENV SP is a Principal / Project Manager with 20 years of experience involving federally funded and locally funded municipal roadway, highway, and utility design and construction. Mr. VanDeWoestyne serves as the Municipal Department Head at TEG, leading professional engineering services for all three engineering phases: preliminary engineering, final design engineering, and construction engineering. Mr. VanDeWoestyne has extensive supervisory experience and knowledge in roadway and bridge construction and rehabilitation, bituminous and concrete paving, pavement condition assessments, pavement preservation and maintenance, earth excavation, stormwater drainage, sewer and water utilities, structural construction, landscaping, lighting, and traffic signalization. His experience with assessment and maintenance of existing municipal assets makes him an excellent fit for this project, and he and his team are available for this project.

DONALD KINZLER, P.E., CFM, SENIOR PROJECT MANAGER

Don has 18 years of engineering experience with 15 years serving as the Engineering Project Manager for the Village of Channahon. His experience includes managing both development and Village infrastructure projects from concept to closeout. Specific tasks included managing contractors and consultants, overseeing review and construction of public infrastructure projects, authoring bidding documents, and managing the Village's Road Management Program.

ROBERT FLATTER, P.E., QA/QC ENGINEER

Mr. Flatter has over 31 years of local governmental project management experience; eight (8) years overseeing private development permit reviews and construction for the Village of Lombard, Illinois, five (5) years as Stormwater Division Manager for the County of DuPage, Illinois, and over eighteen (18) years as the Public Works Director/City Engineer for the City of West Chicago, Illinois. As the former Public Works Director/City Engineer, he was directly responsible for all aspects of the City's Capital Improvement Projects (i.e., planning, budgeting, design, construction, community relations, Infrastructure Committee liaison, etc.). Mr. Flatter has strong communication skills and understands all aspects of executing municipal CIP programs. He will lead this project for TEG and will serve as the primary client liaison.

WATER MAIN EXPERIENCE

Below is a representative list of recent water main projects that have been managed and/or designed by our team of professionals. Additional experience can be found in staff resumes. A more extensive list of project experience and references are available upon request.

Our team of experts recently designed the Village of Mount Prospect's 2022 Water Main Replacement Project, the Village of Burr Ridge's 2019 and 2020 Annual Water Main Replacement Projects, the Village of Carol Stream's Schmale Road Water Main Replacement Project, and the City of Wheaton's 2017, 2018, and 2022 Water Main Replacement Projects.

We have an excellent background in designing and overseeing traditional open cut water main, boring and jacking, and other trenchless methods of utility installation in urban, residential areas. In the past five (5) years, our design team has studied and designed over 20 miles of water main replacement/rehabilitation.

Project Name	Client and Location	Water Main Design Length	Replacement	Rehabilitation	Phase II Engineering	Phase III Engineering
2022 Water Main Replacement Project	Village of Mount Prospect	12,000 feet (2.3 miles)	X		X	X
Annual Water Main Replacement	Village of Burr Ridge	2,928 feet (0.55 miles)	X		X	X
Annual Water Main Replacement	Village of River Forest	2,250 feet (0.43 miles)	X			X
2017 Water Main Replacement Project	City of Wheaton	5,800 feet (1.1 miles)	X		X	X
St. John Neighborhood Street Rehabilitation Project	City of Elgin	3,960' (.75 miles)	X	X	X	X
Transmission Main	Village of Lombard	8,300' (1.6 miles)			X	
Roosevelt Road Water Main Lining Project (Phase 1 and 2)	Village of Lombard	16,000' (3.0 miles)		X		X
Schmale Road Water Main Project	Village of Carol Stream	7,500' (1.4 miles)	X	X	X	X
Transmission Main Study	Village of Hoffman Estates	14,000' (2.7 miles)		X		
IL Route 64 Utility Relocation Project	City of West Chicago	8,200' (1.6 miles)	X			X
IL Route 38 Water Main Relocation	City of West Chicago	745' (0.1 miles)	X		X	X
Water Main Projects	Village of Oak Brook	12,000' (2.3 miles)	X		X	X
Lake Street Improvements - Water and Sewer Project	Village of Oak Park	1,000' (0.2 miles)	X	X	X	
Water Supply Improvement Project	Morton Grove-Niles Water Commission	50,000' (9.5 miles)	X	X		X

2019/2020 Annual Water Main Program

PHASE II/III, VILLAGE OF BURR RIDGE

The Village of Burr Ridge hired TEG for Phase II and Phase III engineering services for a \$1.1M annual water main replacement project for improvements at two (2) locations in Burr Ridge. The 2019 locations included County Line Road (Cook County), County Line Lane in the Carriage Way Subdivision, work along the County Line Road/Carriage Way/N Frontage intersection, and Chasemoor Drive between 79th Street and Foxborough Drive.

The scope of work included ductile iron and PVC water main installation, water main abandonment, water service line replacement, new fire hydrants, horizontal directionally drilled water main, boring and jacking, encasement, intermittent storm sewer and sanitary sewer service replacement, driveway replacement, pavement patching, and parkway landscaping.

The total approximate length of the improvement is 2,928 feet (0.55 miles). Coordination efforts included public outreach to the Carriage Way Subdivision. Permitting efforts included coordination with the Cook County Department of Transportation and Highways and the IEPA.

Reference:

Mr. David Preissig
Director of Public Works
Village of Burr Ridge
(630) 323-4733 ext. 6000
dpreissig@burr-ridge.gov

2022 Water Main Replacement Project

PHASE II/III, VILLAGE OF MOUNT PROSPECT

This \$4M project involved the design of approximately 12,000 linear feet of water main replacement at seven (7) locations throughout the Village. Work included the replacement of existing water main with zinc coated, ductile iron water main by both open cut and directional drilling methods, storm sewer and sanitary sewer replacement with water main quality pipe where necessary, trench backfill, roadway rehabilitation, HMA surface course, driveway apron removal and replacement, and landscape restoration. The project included water main replacement at the following locations:

- | | | | |
|-------------------|--------|--------------------|--------|
| • S. Audrey Lane | 750' | • S. Waverly Ave | 1,600' |
| • S. Waverly Pl | 475' | • W. Cottonwood Ln | 1,275' |
| • W. Pendleton Pl | 1,100' | • N. Stratton Ln | 1,750' |
| • W. Estates Dr | 700' | • E. Small Ln | 950' |
| • Hatlen Ave | 1,200' | • N. Deneen Ln | 600' |

Reference:

Mr. Casey Botterman
Water and Sewer Superintendent
Village of Mount Prospect
(847) 870-5640
cbotterman@mountprospect.org

2022 Water Main Replacement Project

PHASE II, CITY OF WHEATON

The City of Wheaton hired TEG to perform design engineering services for the replacement of approximately 2,700 feet (0.51 miles) of water main in the Danada Square Shopping Complex and along State Route 56, between Cromwell Drive and 295 feet west of West loop Road. The project utilized both open cut and trenchless methods of water main installation. TEG provided utility coordination, prepared final engineering plans, specifications, and acquired permits for construction from the IEPA, IDOT, and DuPage County Division of Transportation, and provided bid assistance to the City.

Reference:

Mr. Sarang Lagvankar
Senior Project Engineer
City of Wheaton
(630) 260-2067
slagvankar@wheaton.il.us

SCOPE OF SERVICES

The following Base Scope of Services will be provided by Thomas Engineering Group, LLC (TEG). TEG will partner with the Village to provide a concise set of contract documents and quality construction engineering that allows for ease of permitting, conformance to applicable standards, and considers future Village maintenance concerns. The design engineering process will include the following basic tasks and milestones:

- **Task 1 – Meetings and Coordination**
- **Task 2 – Data Collection and Analysis**
- **Task 3 – Topographic Survey**
- **Task 4 – Initiate Utility Coordination**
- **Task 5 – Preliminary (60%) Plans, Specifications, and Estimates**
- **Task 6 – Preliminary (90%) Plans, Specifications, and Estimates**
- **Task 7 – QC/QA Plan Review**
- **Step 8 – Final Bid Documents/IEPA Permitting**

Prior to beginning any infrastructure project, TEG finds it extremely effective to have a thorough kick-off meeting in order to engage all Village stakeholders and other key Village staff to fully understand Village practices, policies, and preferences when designing and building capital improvement projects.

Step 1: Meetings and Coordination – Our experience has shown that a detailed and well planned initial project meeting can provide long term benefits for a project and dramatically decrease the risks that can impact budget, schedule, and stakeholder support. Prior to beginning any design, TEG will organize and lead a stakeholder meeting with representatives from Engineering, Public Works, and any other interested Village staff. We will also coordinate with Village staff to obtain any J.U.L.I.E. locate information on hand so that an onsite walkthrough of the proposed concept alignments can be discussed relative to other utility impacts and locations.

The purpose of the kick-off meeting will be to walk through each element related to project scope to identify critical project constraints and develop a shared understanding of the project. Specifically, the TEG Project Manager, will lead a discussion in which all parties will have ample opportunity to weigh in and convey their project expectations, preferred methods and materials, installation techniques, technical challenges, site history, utility challenges, access, staging, and constructability. Each of these topics will be discussed in terms of risks to cost, schedule, operations, maintenance, and resident/business impacts.

The primary benefits for the meeting and the resulting products will be a thorough and shared consensus of the assumptions, design details (including water main material, construction techniques, and water main size), and activities to be conducted during the project by Orland Park and TEG. Meeting minutes will be written describing all agreed upon procedures, preferences, materials, and any other non-standard or unusual elements in which the project will adhere.

TEG will also schedule a coordination meeting with Village representatives to review water main alignment and construction access specifications.

Step 2: Data Collection and Analysis – Data will be obtained from Village Departments and Village Agents for development of the base drawings for the project. TEG will evaluate the conditions of relevant features and collect the necessary data required for the existing conditions. TEG will use available surveys, aerials, as-builts, etc. and conduct any additional surveys necessary to prepare the required level of base mapping.

Step 3: Topographic Survey – The next step will be to gather topographical and detailed utility and underground information. TEG will obtain all available data, such as 1-foot contour data, existing Village water main data, existing storm and sanitary sewer utilities, pavement, driveways, sidewalks, and parcel boundaries.

Step 4: Initiate Utility Coordination – After the topographical and utility survey has been plotted, it has been TEG's practice to gain as much underground information as possible. Project engineers will immediately provide utility notices to all affected utility companies and request private utility atlases within the project limits. Early coordination with the utility companies is very important. TEG takes pride in attempting to avoid unforeseen utility conditions. TEG will assist the Village with early utility coordination by sending a notice and base mapping plans to all utilities located within the limits of the project. It is necessary and prudent to perform continual coordination with utility companies.

Step 5: Preliminary (60%) Water Main Design – Using the information from the kick-off meeting and utility coordination, available contour data, and topographic survey, TEG will develop the design criteria for the water main design as well as the needed connections. As part of this work, they will assess the critical aspect of maintaining water service to residents as much as possible during construction.

TEG will develop preliminary (60%) design plans, specifications, and construction cost estimates for the most appropriate relocation alignment and phasing. Considerations will include items such as cost, local impacts, schedule, constructability, maintenance, IEPA permitting, right-of-way, and utility conflicts.

The 60% plans and specifications TEG develops will be in accordance with Local Standards and the "Standard Specifications for Water and Sewer Construction in Illinois." In addition, TEG will perform quantity take-offs and gather manufacturer's quotes for cost analysis. For purposes of expediting the IEPA review times, TEG plans to advance this initial set to a near pre-final condition in order to confidently initiate the review processes.

After the Village has had the opportunity to review the 60% submittal, TEG will meet with Village staff to discuss all comments and questions. TEG will address all comments and provide a disposition to those comments to the Village.

Step 6: Preliminary (90%) Water Main Design – Using the review comments from preliminary (60%) design plans, specifications, and construction cost estimates, TEG will advance the bidding documents to 90%.

After the Village has had the opportunity to review the 90% submittal, TEG will meet with Village staff to discuss all comments and questions. TEG will address all comments and provide a disposition to those comments to the Village.

Step 7: QC/QA Plan Review – TEG will perform internal QC/QA on final plans, specifications, and estimates, documenting those checks, and merging TEG comments with Village changes.

Step 8: Final Bid Documents/IEPA Permitting – Upon completion of final plans, TEG will prepare final bid documents and assist the Village with distribution to prospective bidders. At this stage, our project team will coordinate with the IEPA to obtain the final permitting for the proposed water main relocation and replacements.

ASSUMPTIONS/EXCLUSIONS

1. Subsurface Geotechnical Investigation – It is assumed that any geotechnical investigation and collection of soil pH samples needed for the preparation of CCDD LPC-662/663 forms will be performed separately by others under separate contract.
2. The Village will prepare contract and bidding documents for advertisement.
3. The Village will advertise the project for bidding, open and review bids, and prepare a recommendation for bid award.
4. No IDOT or County permits are anticipated.

SCHEDULE

The Village is requesting survey, design engineering, and preparation of permit and bid documents in anticipation of design completion in October 2023 with construction following in Spring/Summer of 2024.

ENGINEERING FEE

We have utilized Lump Sum method of compensation based on hourly billing rates and time to estimate engineering fees. While we believe that this estimate accurately reflects our best effort at understanding the scope of work as described in our proposal, we understand that the Village of Orland Park may interpret the scope differently and may seek to add, subtract, or modify the scope or level of effort contained herein. We look forward to being selected by the Village and can negotiate the scope and effort to meet the exact expectation of the Village.

Total Proposed Fee (Lump Sum) \$15,000.00

We are committed to performing this project at the highest level and make this our most important assignment. If you have any questions, or require additional information, please feel free to contact me direct at (847) 815-9500 or via email at kevinv@thomas-engineering.com.

Sincerely,
thomas engineering group, llc



Kevin VanDeWoestyne, P.E., Env. Sp.
Municipal Department Head

Approved and Accepted by:
Village of Orland Park

E-SIGNED by George Koczwarra
on 2023-06-22 16:44:18 GMT
George Koczwarra, Village Manager

Date: June 22, 2023



2

3) 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.

4) SEXUAL HARASSMENT POLICY: Yes ☒ No ☐

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

5) 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.

6) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

In the manner and to the extent required by law, this contract is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of the Contractor bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Proposer further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes ☐ No ☒

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: _____

Brief Description of Program: _____

8) TAX CERTIFICATION: Yes ☒ No ☐

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

9) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Kevin VanDeWoestyne

Name of Authorized Officer

Principal / Municipal Department Head

Title

6/16/2023

Date



ORLAND PARK INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION & EMPLOYER LIABILITY

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

AUTOMOBILE LIABILITY (ISO Form CA 0001)

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

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

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: (not applicable for Goods Only)
ISO CG 20 10 or CG 20 26
and
CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

☐ CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

In addition to the above, please provide the following coverage, if box is checked.

☒ LIABILITY UMBRELLA (Follow Form Policy)

☐ \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate
☐ \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
☒ Other: \$1,000,000 – Each Occurrence, \$2,000,000 – Aggregate

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

☒ PROFESSIONAL LIABILITY

☐ \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☒ \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ Other: _____
Deductible not-to-exceed \$50,000 without prior written approval

☐ BUILDERS RISK

Completed Property Full Replacement Cost Limits – Structures under construction

☐ ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

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

☐ CYBER LIABILITY

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

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required

9/9/22

Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 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 16th DAY OF June, 2023

Signature

Kevin VanDeWoestyne, Principal

Printed Name & Title

Authorized to execute agreements for:

Thomas Engineering Group, LLC

Name of Company

Client#: 842796

THOMAENG

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger	FAX (A/C, No): 610 537-4939
	PHONE (A/C, No, Ext): 630 625-5219	E-MAIL ADDRESS: AEcertificates@usi.com
INSURED Thomas Engineering Group, LLC 2625 Butterfield Rd Ste 209W Oak Brook, IL 60523	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Cas. Co. of America	NAIC # 25674
	INSURER B: Everest National Insurance Company	10120
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		6802J652203	03/01/2023	03/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000		CUP2T843614	03/01/2023	03/01/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB2J654000	03/01/2023	03/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		AAEP000555231	03/01/2023	03/01/2024	\$2,000,000 each claim / \$2,000,000 annl aggr.

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

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

RE: Franklin Loebe Center (FLC) Watermain Loop Project.

The General Liability and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to The Village of Orland Park, and their respective officers, (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park Public Works
15655 S. Ravinia Avenue
Orland Park, IL 60462

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

Thomas W. Cloninger

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DESCRIPTIONS (Continued from Page 1)

trustees, directors, officials, employees, volunteers and agents, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Umbrella Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

VILLAGE OF ORLAND PARK AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS,
OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS SEE CG T8 02

Location of Covered Operations:

163RD PLACE TO 159TH STREET ALONG THE EAST SIDE OF 104TH AVENUE. EXISTING CU
ORLAND PARK IL 60462

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER: 680-2J652203-23-47

OFFICE PAC

ISSUE DATE: 01/17/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED CG2037

This endorsement modifies insurance provided under the following:

ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S): VILLAGE OF ORLAND PARK AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS: 163RD PLACE TO 159TH STREET ALONG THE EAST SIDE OF 104TH AVENUE. EXISTING CULVERT UNDER 104TH AVENUE (IN ORLAND PARK INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS. SECTION II WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". CG 20 37 07 04 ISO PROPERTIES, INC., 2004

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER: 680-2J652203-23-47

OFFICE PAC

ISSUE DATE: 01/17/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG D3 61- ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

THE ADDITIONAL INSURED IS AMENDED TO READ AS FOLLOWS: VILLAGE OF ORLAND PARK AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS 14700 S RAVINIA AVE ORLAND PARK IL 60462 LOCATION OF COVERED OPERATIONS: 163RD PLACE TO 159TH STREET ALONG THE EAST SIDE OF 104TH AVENUE. EXISTING CULVERT UNDER 104TH AVENUE (IN ORLAND PARK) ORLAND PARK IL 60462

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – DESIGNATED ADDITIONAL
INSUREDS – PRIMARY WITH RESPECT TO CERTAIN
OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

**VILLAGE OF ORLAND PARK AND THEIR RESPECTIVE
OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS,
EMPLOYEES, VOLUNTEERS AND AGENTS**

PROVISIONS

The following is added to Paragraph 4.a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Non-Owned Watercraft – 75 Feet Long Or Less | H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises |
| B. Who Is An Insured – Unnamed Subsidiaries | I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations |
| C. Who Is An Insured – Retired Partners, Members, Directors And Employees | J. Incidental Medical Malpractice |
| D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees | K. Medical Payments – Increased Limit |
| E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies | L. Amendment Of Excess Insurance Condition – Professional Liability |
| F. Blanket Additional Insured – Controlling Interest | M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement |
| G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | N. Contractual Liability – Railroads |

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:
"Incidental medical services" means:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. **MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. **AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. **BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

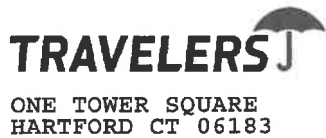
- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-2J654000-23-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2919838

DATE (MM/DD/YYYY)
06/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON AFFINITY, LLC P.O. BOX 879610 KANSAS CITY, MO 64187-9610	CONTACT NAME: LOCKTON AFFINITY, LLC	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS:	
INSURED Thomas Engineering Group, LLC 2625 Butterfield Road Suite 209W Oak Brook, IL 60523	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS- ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	L547399-23	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

POLICY PROVIDES PROTECTION FOR ANY AND ALL OPERATIONS/JOBS PERFORMED BY THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION INCLUDED BY WRITTEN CONTRACT. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY.

RE: Proposal for Franklin Loeb Center (FLC) Watermain Loop Project
Village of Orland Park Public Works is an Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park Public Works
15655 Ravinia Avenue
Orland Park, IL 60462

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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OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

Person(s) or Organization(s):	Any person(s) or organization(s) as required by written contract or agreement.
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1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.

POLICY NUMBER: L547399-23
COMMERCIAL AUTO CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO
US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Thomas Engineering Group, LLC

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Village of Orland Park Public Works
15655 Ravinia Avenue
ORLAND PARK, IL 60462

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.