

#462

Clerk's Contract and Agreement Cover Page

Year: 2010

Legistar File ID#: 2010-0073

Multi Year: ☐

Amount \$98,000.00

Contract Type:

Professional Services

Contractor's Name:

McDonough Associates, Inc

Contractor's AKA:

Execution Date:

3/3/2010

Termination Date:

Renewal Date:

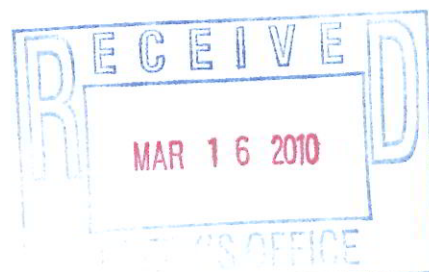
Department:

Public Works/Water & Sewer

Originating Person:

John Ingram

Contract Description: Professional Engineering Services LaGrange Rd
Watermain - 144th PL to 157th St.



Monday, March 15, 2010

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

March 15, 2010

Mr. Richard Boehm
McDonough Associates, Inc.
16634 South 107th Court, Unit A-2
Orland Park, Illinois 60467-8898

RE: NOTICE TO PROCEED
Engineering Services LaGrange Road Watermain - 144th Place to 157th Street

Dear Rick:

This notification is to inform you that the Village of Orland Park has received the contracts in order for work to commence on the above stated project as of March 10, 2010. All certifications signed December 2009 and the current Certificate of Insurance on file shall apply to this contract.

Please contact John Ingram at 708-403-6104 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed 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. 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) original executed contract dated March 3, 2010 in an amount not to exceed Ninety - Eight Thousand and No/100 (\$98,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Ed Wilmes
John Ingram
Barb O'Brien

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



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March 3, 2010

Mr. Richard Boehm
McDonough Associates, Inc.
16634 South 107th Court
Unit A-2
Orland Park, IL 60467

NOTICE OF AWARD – Engineering Services LaGrange Road Watermain – 144th Place to 157th Street

Dear Rick:

This notification is to inform you that on February 15, 2010, the Village of Orland Park Board of Trustees approved awarding McDonough Associates, Inc. the contract in accordance with the proposal you submitted dated January 6, 2010, for Engineering Services for the LaGrange Road Watermain – 144th Place to 157th Street for a lump sum amount of Ninety-Eight Thousand and No/100 (\$98,000.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 17, 2010.

1. Enclosed is the Contract for Engineering Services for the LaGrange Road Watermain – 144th Place to 157th Street. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you along with a signed proposal.
2. All certifications and insurance currently on file will be applied to this contract.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. 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.

Sincerely,
Denise Domalewski 
Contract Administrator

cc: Ed Wilmes
John Ingram

VILLAGE OF ORLAND PARK
LaGrange Rd Watermain
(Contract for Professional Engineering Services)

This Contract is made this **3rd day of March, 2010** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and McDonough Associates Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (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

The Terms and Conditions

The Proposal dated January 6, 2010 as it is responsive to the VILLAGE's requirements

All Certifications required by the Village

Certificates of Insurance

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

Provide professional engineering services for the design of approximately 6,800 feet of new or replacement watermain along LaGrange Road between approximately 144th Place and 157th Street including connections to existing main. See proposal for complete scope of work as requested by the Village of Orland Park

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

TOTAL COST: Lump sum fee not to exceed Ninety - Eight Thousand and No/100 (\$98,000.00) Dollars

SECTION 3: ASSIGNMENT: CONTRACTOR 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 upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion. **This project will be completed in conjunction with the IDOT LaGrange Road Widening project schedule.** 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR 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 Contractor 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 Contractor 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 CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR 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: CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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, 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@orland-park.il.us

To the CONTRACTOR:

Richard B. Boehm, Vice President
McDonough Associates Inc.
16634 South 107th Court, Unit A-2
Orland Park, IL 60467-8898
Telephone: 708-226-9261
Facsimile: 708-226-9345
e-mail: rboehm@maiengr.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 CONTRACTOR'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 CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR 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: CONTRACTOR 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: _____

Its: Village Manager

Date: _____

FOR: THE CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____

**VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer 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 Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer 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 engineering time schedule adjustments, and Engineer 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 Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer 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. Engineer 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 Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer 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 Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project 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 Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

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

7. **Opinions of Probable Cost:** Since Engineer 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, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer 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 Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

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

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer 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:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer'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 Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer 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 the Project 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 Engineer or Engineer's 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 agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile 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 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 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 a facsimile transmission was used.

24. Certifications, Guarantees and Warranties: Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer 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 ENGINEER:

McDonough Associates Inc (ENGINEER)

By: Feroz Nathan 3-5-2010
Officer Date

Print Name: FEROZ NATHAN

VILLAGE OF ORLAND PARK

By: P. G. Grimes 3/11/10
Officer Date

Print Name: PAUL G. GRIMES



McDonough Associates Inc.
16634 South 107th Court
Unit A-2
Orland Park, Illinois 60467-8898
708/226-9261 Fax: 708-226-9345
www.maiengr.com

January 6, 2010

Village of Orland Park
Department of Public Works
15655 Ravinia Avenue
Orland Park, Illinois 60462

Attn: Mr. Edward Wilmes
Director of Public Works

Re: Proposal for Engineering Design (Phase II) Services
U.S. Route 45 (LaGrange Road) Water Main – 144th Place to 157th Street

Dear Mr. Wilmes:

In response to your Department's request, MAI is pleased to present this Proposal to the Village of Orland Park for the design of approximately 6,800 feet of new or replacement 8-inch and 12-inch water main along LaGrange Road between approximately 144th Place and 157th Street, including connections to existing water mains. The design will include water main improvements in the locations described on the attached table which was provided by the Department. The Proposal, shown on the following pages, includes a brief summary of the major tasks that will be included in our Scope of Services for this work. The design documents are proposed to be included as part of the IDOT-funded U.S. 45 (LaGrange Road) improvements project, IDOT Job No. D-91-569-08 (IDOT project).

We are proposing a lump sum fee for these professional design services of \$98,000. This proposal does not include design work necessitated by unforeseen conditions; extraordinary utility conflicts; and poor soils conditions. Any additional services requested by the Village that would result in a change of Scope will not commence unless given prior authorization. The Village will be invoiced monthly on the basis of percent complete.

Signature of the Village's authorized representative and return of one signed copy of this proposal to this office will constitute acceptance of this contract and serve as our notice to proceed. You may also return the signed copy by facsimile to the above listed number.

These services will commence immediately upon receipt of the notice to proceed and will be completed in conjunction with the IDOT project schedule. If you have any questions regarding this proposal, please contact the undersigned. Thank you for the opportunity to be of service.



Very truly yours,

McDONOUGH ASSOCIATES INC.

A handwritten signature in blue ink that reads "Rich Boehm".

Richard B. Boehm
Vice President

Encls: Scope of Services, Water Main
Areas Sheet Exhibit

cc: Feroz Nathani, MAI
Michael P. Hannemann, MAI
Al Swanson, MAI
File

APPROVED BY
VILLAGE OF ORLAND PARK

By:

A handwritten signature in blue ink, likely belonging to the Village Manager, written over a horizontal line.

Title:

VILLAGE MANAGER

Date:

3/11/10



SCOPE OF ENGINEERING DESIGN SERVICES
New and Replacement Water Main between 144th Place and 157th Street

1. Pre-design Phase Services:

- 1.1 Project Kick-Off Meeting** – A project kick-off meeting will be held with Village personnel to: review and confirm the project scope, goals and objectives, including how the water main project could be included in the IDOT-funded U.S. 45 (LaGrange Road) improvements project, IDOT Job No. D-91-569-08 (IDOT project); inspect the project site; and discuss any Village requirements.
- 1.2 Right-of-Way and Easement Information** – All right-of-way and easement information will be obtained as needed, including information pertaining to the existing conditions as well as any proposed right-of-way accommodating the future IDOT project. Existing parcels along the project limits identified as part of the widening project will be reviewed.
- 1.3 Data Review** – Village and other standards and details will be obtained as needed. Any prior information obtained by others (soils reports, parcel information, right-of-way information, etc.) will be evaluated and incorporated into the design as necessary.
- 1.4 Subsurface Utility Engineering Evaluation** – SUE research will be performed as part of another project and no work of this nature is included in this proposal. Information regarding existing utilities, as well as any proposed utilities that will be obtained by others, will be reviewed and coordinated with the Village as well as other agencies presiding over utilities within the project limits.
- 1.5 Site Survey and Base-map Drawing Development** – A topographic survey, including vertical and horizontal control established from existing Village reference points, will be provided by others and it will be utilized for the water main design.
- 1.6 Jurisdiction Agency/Organization Coordination** – Agencies having jurisdiction over the proposed water main project will be contacted to alert them of the proposed improvements and to obtain any special requirements. This coordination will include Village departments, utility companies, IDOT and other roadway authorities, Illinois DNR, Illinois EPA, and other identified agencies and organizations



2. Design Phase Services:

- 2.1 Drawings** – Preliminary plan and profile drawings will be prepared for the water mains, as well as preliminary drawing details. The preliminary drawings will be reviewed with Village personnel prior to proceeding into final design. Final drawings will then be prepared to include all items needed for bidding and construction. All plan and profile drawings and drawing details will be submitted to the Village for final approval once completed. Traffic control plan, erosion control plan and restoration details will be included in the roadway project documents. The drawings will then be finalized after Village approval. Drawings will be in Micro-Station format for compatibility with the proposed IDOT project.
- 2.2 Technical Specifications** – An outline of technical specifications will initially be prepared, which will include the envisioned specification sections. The specifications will follow the special provisions format as established by the State and will comply with Village and permitting agency requirements. This information will be reviewed with Village personnel prior to proceeding with final specifications. Final specifications will be prepared to include all items needed for bidding and construction. Specifications will be in MS Word format.
- 2.3 Bidding and Procedural Documents** – It is proposed that the water main work will be bid as part of the IDOT project and only minor changes to the Bidding and Procurement Documents have been included in this proposal.
- 2.4 Summary of Quantities** – Quantities of construction items will be developed and a detailed summary of quantities drawing for the project will be prepared, following the State's format.
- 2.5 In-house Quality Control Reviews** – MAI will conduct formalized quality control procedures for this project throughout the design, including formal review of deliverables, ensuring that the final design is cost effective, meets applicable sustainability requirements, and fulfills the Village's objectives.
- 2.6 Final Drawings and Special Provisions** – The final drawings and special provisions will be furnished, in a sufficient number of sets, to the appropriate Village personnel for their use and reference, and if agreed, will be provided to the IDOT project team for incorporation into the IDOT project. MAI will also furnish the Village with electronic files of the documents on a CD-ROM.
- 2.7 Jurisdiction Agency Coordination and Permitting** – Final drawings and special provisions will be submitted, along with the appropriate Village-signed permit application forms, to the Illinois EPA, the IDOT, and the Illinois DNR. For other agencies having jurisdiction, MAI will provide appropriate information to the Village to assist with the Village's permitting. MAI will revise the drawings and special provisions as required for securing agency approvals.
- 2.8 Meetings and Communications with Village** – Besides the Kick-off Meeting, formal meetings will be scheduled and held with Village personnel at the 60% and 90% design points to obtain Village comments. Communications throughout the project will also be performed so the Village is aware of the project progress over the duration of the project.



2.9 Meeting with Property Owners – MAI will assist the Village with the preparation of necessary documents/exhibits for one meeting with affected property owners, will attend the meeting, and will participate as directed by the Village.

3. Bidding Phase Services:

Not included as part of this proposal.

PROPOSED SCOPE OF SERVICES AND FEE
Village of Orland Park, IL
U.S. Route 45 (LaGrange Road) Water Main - 144th Place to 157th Street

TASK DESCRIPTION	ESTIMATED HOURS
Pre-Design Phase Services	
Project Kick-off Meeting	16
Right-of-Way and Easement Information	16
Review Existing Information and Documents	28
Review & Coordinate Subsurface Utility Engineering Evaluation	22
Site Survey and Base-map Drawing Development (by Others)	0
Jurisdiction Agency/Organization Coordination	40
Design Phase Services	
Preparation of Drawings - 9 Plan and Profile Sheets	418
Preparation of Technical Specifications	104
Preparation of Bidding & Procedural Documents (by Others)	0
Summary of Quantities	34
In-house Quality Control Reviews	34
Furnish Final Drawings and Special Provisions	1
Jurisdiction Agency Coordination and Permitting	46
Meetings & Communications with Village	40
2.9 Public Meeting	44
Summary of Costs	
Estimated Labor Hours	843
Total Labor Cost	\$ 96,058.00
Other Direct Costs	
Travel	\$ 1,000.00
Inhouse Printing/Copying	\$ 1,000.00
Outside Printing/Copying/Scanning	\$ 500.00
Total Lump Sum Cost	\$ 98,558.00
USE	
	<u>\$ 98,000.00</u>

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.

X 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 Associates Inc.
Business Name

(Corporate Seal)

Feroz Nathani
Signature

Feroz Nathani
Print or type name

President
Title

12-02-09
Date

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)

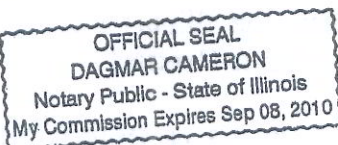
for All Projects within the Village of Orland Park to the Village of Orland Park, hereby
(General Description of Work Proposed on)

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 2nd Day
of December, 2009.

Dagmar Cameron
Notary Public

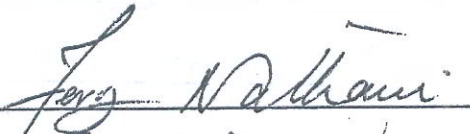


F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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: 

ATTEST: 

DATE: 12-02-09

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
04/28/2009**PRODUCER**Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.**

PHONE-(866) 283-7122

FAX-(847) 953-5390

INSURERS AFFORDING COVERAGE

NAIC #

INSUREDMcDonough Associates
Attn: Mr. Nick Ciotola
130 East Randolph
One Prudential Plaza
Suite 1000
Chicago IL 60601-6714 USA

INSURER A: Continental Casualty Company

20443

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MMDDYY)	POLICY EXPIRATION DATE(MMDDYY)	LIMITS
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY : EA ACC AGG
		EXCESS /UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A		OTHER Archit&Eng Prof	AEH008230492	04/15/09	04/15/10	Claim/Annual Agg \$5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: All projects for the Village of Orland Park.

CERTIFICATE HOLDERVillage of Orland Park
Attn: Kerrie Petzo
14700 S. Ravinia Avenue
Orland Park IL 60462 USA**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

PRODUCER Construction - Remegi Team Mesirow Insurance Service 321 N. Clark Street Chicago, IL 60654		04/30/09 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED McDonough Associates, Inc. 130 East Randolph Street Chicago, IL 60601		INSURERS AFFORDING COVERAGE INSURER A: Transportation Insurance Co. INSURER B: Ohio Casualty Insurance INSURER C: Valley Forge Insurance INSURER D: Continental Ins. Co. INSURER E:	NAIC # 20494

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	C2067042559	05/01/09	05/01/10	EACH OCCURRENCE \$1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$5,000
		GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC				PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D		AUTOMOBILE LIABILITY	C2067042562	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
		☒ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
A		EXCESS/UMBRELLA LIABILITY	2067042593	05/01/09	05/01/10	EACH OCCURRENCE \$5,000,000
		☒ OCCUR ☐ CLAIMS MADE	AGGREGATE \$5,000,000			
B		DEDUCTIBLE	ECO1053201772	05/01/09	05/01/10	Excess Liab. \$4,000,000
		☒ RETENTION \$ 0				
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC267042576	05/01/09	05/01/10	☒ WC STATUTORY LIMITS ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER Valuable Papers	C2067042559	05/01/09	05/01/10	\$400,000 \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: All projects for the Village of Orland Park

Additional Insured on a Primary Non-contributory basis only as respects to

General Liability coverage: The Village of Orland Park, and their
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
Attn: Denise Domalewski
Contract Administrator
14700 Ravinia Avenue
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John P. Harnery

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

respective officers, trustees, directors, employees and agents with respect to all claims arising out of operations by or on behalf of the named insured.

Waiver of subrogation in favor of all additional insureds with respects to the General Liability and Workers Compensation policies as required by written contract.

Umbrella coverage is follow form.