

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2025-0303

**Contract #:** 20250320

**Start date:** 4/21/2025

**End date:** 12/31/2025

**Amount:** \$ 52,600.00

**Contingency Amount:** \$ 5,260.00

**Department:** Recreation and Parks

**Total Contract Amount:** \$57,860.00

**Contract Type:** Professional Services Contract

**Contractors Name:** Fehr Graham

**Status of Ownership:** N/A

**Status of Sub:** N/A

**Certification:** Attached

Self-Certifying

Did not disclose

**Contract Description:** Schussler Park Phase II Design Services.



# ORLAND PARK

## AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Fehr Graham FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made April 21, 2025, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Fehr Graham (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with Schussler Park Phase II Design Services (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

### WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

- The Consultant’s Proposal dated March 20, 2025; and/or
- Village of Orland Park RFQ/RFP/Purchase Order No. RFP 25-023.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request For Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

- the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);
- the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
- A not-to-exceed amount of \$52,600.00, plus a contingency of \$5,260.00 for a total amount not-to-exceed \$57,860.00 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$57,860.00. Said price shall be the total compensation for Consultant’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof.

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For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service, or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
  - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform

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the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- F. **Records:** The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. **Contract Documents:** The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:  
 Scope of Services as set forth in the Consultant's proposal dated March 20, 2025 (Exhibit A)  
 Schedule of Fees (Exhibit B)  
In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
4. **Time is of the Essence; Dates of Commencement and Completion; Progress Reports:**  
A. **Time is of the essence in this Contract.** The Services to be performed by the Consultant under the Contract Documents shall commence no later than April 21, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.  
B. **Progress Reports.** The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
5. **Venue and Choice of Law:** The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. **Nonassignability:** The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

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7. Notices and Communications: Where notice is required by the Agreement 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:**

Name: Ray Piattoni  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6283  
Facsimile: \_\_\_\_\_  
Email: rpiattoni@orlandpark.org

**To the Consultant:**

Name: Chris DeSilva  
Company: Fehr Graham  
Address: 230 Woodlawn Avenue  
City, State, Zip: Aurota, IL, 60506  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: cdesilva@fehrgraham.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.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: ~~Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.~~ Unless otherwise specified in the Contract Documents, services and deliverables shall meet the terms of the scope of the project as specified in Scope of Work and detailed in the Consultant's proposal dated March 20, 2025 and detailed in RFP 25-023.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the

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resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.

- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:  
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.  
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

- (i) Commercial General Liability:

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- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
  - (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
  - (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
  - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
  - (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
  - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
  - (h) ~~The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.~~ The Village agrees that, to the extent permitted by law, the total aggregate liability of Consultant to the Village for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed \$10 million.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":  
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
  - (iii) Workers' Compensation Insurance:  
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000

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per accident. The insurer shall agree to waive all rights of subrogation against the “Village of Orland Park, its officers, officials, employees, agents and volunteers” for losses arising from work performed by the Consultant for the Village.

(iv) Professional Liability:

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker’s Compensation and Professional Liability coverages.

- (vi)  Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) 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.
- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best’s rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the “Village of Orland Park, its officers, officials, employees, agents and volunteers”, as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each

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insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract **up to the sum of \$10,000,000 (ten million dollars)**.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

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- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant **certifies** that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific

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purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.

B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

B. Ability to Perform: The Consultant hereby represents ~~and warrants~~ to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.

D. Certification to Enter into Public Contracts: The Consultant certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.

G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any

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personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

- H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the

**\*1405625-02-11-14\***

Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. 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. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village 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 under this agreement.
21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually

**\*1405625-02-12-14\***

performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

Fehr Graham

E-SIGNED by Chris DeSilva

By: on 2025-07-09 13:25:15 GMT

Name: Chris DeSilva

Chief Operating Office

Its

& Authorized Agent Title:

VILLAGE OF ORLAND PARK

E-SIGNED by George Koczvara

By: on 2025-07-11 16:08:32 GMT

Name: George Koczvara

Village Manager

**\*1405625-02-13-14\***

EXHIBIT A  
[ATTACH]

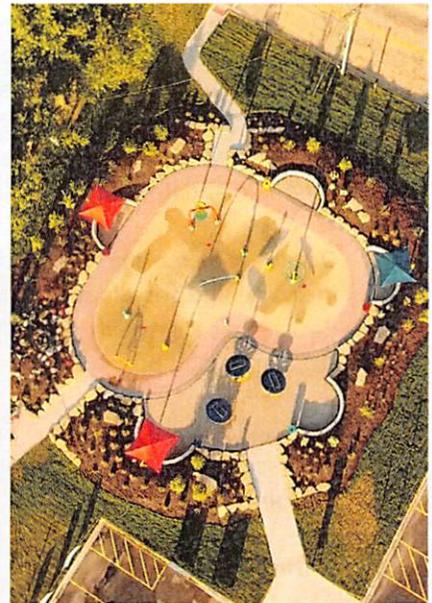
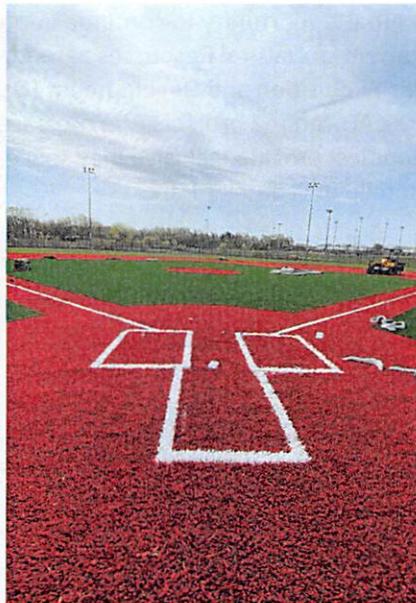
Scope of Work as set forth in Consultant's Proposal dated March 20, 2025  
or in Village RFP 25-023 dated March 20, 2025.

**\*1405625-02-14-14\***

*insight • experience • results*

# PROPOSAL

## Schussler Park Phase II Design Services #25-023



### PREPARED FOR

Village of Orland Park

Office of Village Clerk

**BRIAN GASPARDO**

14700 South Ravinia Avenue, 2nd Floor

Orland Park, Illinois 60462

March 20, 2025

Brian Gaspardo  
Office of the Village Clerk  
2nd Floor  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462

**RE: Schussler Park Phase II Design Services**

Dear Brian,

The Village of Orland Park has a great opportunity to continue improving and renovating Schussler Park. It's clear the Illinois Department of Natural Resources agreed when it awarded the Village \$600,000 in an Open Space Lands Acquisition and Development (OSLAD) grant. Fehr Graham has a lot of experience working with OSLAD-funded projects. We are eager to help the Village enhance community recreational opportunities, provide inclusive play space, and tell the story of Michael Schofield and Kendal Coyne Schofield in Schussler Park.

**Our team also brings extensive experience in park and playground design, focusing on innovative, inclusive and sustainable solutions tailored to community needs.** We are committed to delivering a design that aligns with the Village's vision, adheres to all applicable safety and accessibility standards, and provides long-term value to residents and visitors.

Enclosed is our proposal outlining our approach, project understanding, relevant experience and qualifications. We look forward to helping you enhance Schussler Park, so many generations enjoy this place.

Sincerely,



Mark Decker, PLA, ASLA  
Landscape Architect Project Manager



## Business Organization

### History

Fehr Graham was founded in September 1973 by professional engineers Allen Fehr and Joseph Graham. The firm was established by merging these two individuals' practices established in 1965 and 1962, respectively. Today, we proudly serve our valued clients from 13 office locations: Aurora, Champaign, East Peoria, Freeport, Peoria, Rockford, Rochelle, and Springfield, Illinois; Cedar Rapids, Manchester and West Union, Iowa; and Monroe and Sheboygan, Wisconsin.

### Professional Staff

Our staff of 250 is comprised of a wide range of experts, including professional engineers, landscape architects, professional geologists, environmental scientists, safety professionals, engineers-in-training, professional land surveyors, community planners and development specialists, engineering and environmental technicians, field inspectors, grant writers, and support technicians and assistants. Our staff has hands-on experience and applicable registrations and licenses in their areas of discipline.

### Organization

Fehr Graham is a Limited Liability Company led by Kyle Saunders. Trilon Group owns Fehr Graham.



#### CONTACT

**Mark Decker, PLA, ASLA**  
Project Manager  
mdecker@fehrgraham.com

230 Woodlawn Avenue  
Aurora, Illinois 60506  
630.897.4651  
fehrgraham.com

## Office Locations

### ILLINOIS

#### Aurora

230 Woodlawn Avenue  
Aurora, IL 60506

#### Champaign

1610 Broadmoor Drive  
Champaign, IL 61821

#### East Peoria

140 East Washington Street  
East Peoria, IL 61611

#### Freeport

101 West Stephenson Street  
Freeport, IL 61032

#### Peoria

1904 NE Monroe Street  
Peoria, IL 61603

#### Rochelle

515 Lincoln Highway  
Rochelle, IL 61068

#### Rockford

200 Prairie Street, Suite 208  
Rockford, IL 61107

#### Springfield

2160 South Sixth Street, Suite D-1  
Springfield, IL 62703

### IOWA

#### Cedar Rapids

200 5th Avenue SE, Suite 100  
Cedar Rapids, IA 52401

#### Manchester

221 East Main Street, Suite 301  
Manchester, IA 52057

#### West Union

128 South Vine Street  
West Union, IA 52175

### WISCONSIN

#### Monroe

1107 16th Avenue  
Monroe, WI 53566

#### Sheboygan

909 North 8th Street, Suite 101  
Sheboygan, WI 53081



**Let's have fun!**  
**We create spaces that make memories.**

From spacious parks to elaborate athletic fields and playgrounds, our team designs recreational areas with fun in mind. We create spaces that appeal to residents and visitors, attract families and improve the quality of life in your community. Fehr Graham uses your community's natural resources as a starting point to develop functional and beautiful recreational spaces that bring people together.



WE FIND **GRANTS AND LOANS**  
THAT HELP FUND YOUR PROJECT

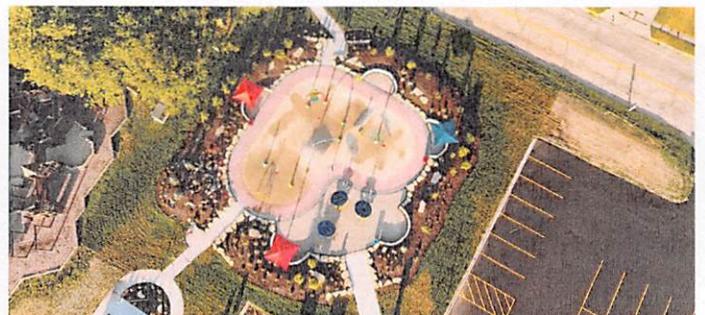


WE REIMAGINE  
PARKS WITH  
**CONNECTIVITY,**  
**ACCESSIBILITY**  
**AND**  
**SUSTAINABILITY**  
IN MIND



**PARKS AND RECREATION**

- Park, Campground and Open Spaces Design
- Bicycle and Pedestrian Trail and Bridge Design
- Athletic Field and Court Design and Rehabilitation
- Pool, Splash Pad and Aquatics Design
- Boat Access Design
- Master Planning
- Community Outreach
- Wayfinding and Signage
- Natural Resources Conservation
- Park Utilities
- Funding Solutions





## Project Understanding and Approach

### Project Understanding

This project involves designing and engineering improvements at Schussler Park as part of Phase II following the completion of the Michael Schofield III Athletic Complex. These Phase II improvements will create a welcoming entrance to the athletic complex from Golfview Drive, replacing the playground removed during Phase I construction.

The design is based on the Playground Layout Plan prepared by Play Illinois. It includes an inclusive playground, a 24x48-foot picnic shelter, bike racks, site furnishings, a half-court basketball court, native plantings and a comprehensive signage package. The signage will feature a story walk highlighting the local ties and athletic accomplishments of Michael Schofield III and Kendal Coyne Schofield, along with a sponsor recognition board and a game table. Site circulation will provide accessible route connections to sidewalks along Golfview Drive, the Michael Schofield III Athletic Complex and all accessible features within the project limits.

This project is consistent with the scope of other Open Space Lands Acquisition and Development-funded initiatives that Fehr Graham has successfully delivered in collaboration with municipal agencies, such as the Fox Valley Park District in Aurora, Decatur Park District, Freeport Park District and Rockford Park District.



## Project Approach

### Project Kickoff

We will begin by introducing our team to yours. We recognize that each community has unique characteristics and challenges, and the people who reside, work and engage in the community are the most valuable resources for understanding those qualities.

At the Kickoff Meeting, we will:

- » Introduce Fehr Graham team members to Village Staff.
- » Review anticipated outcomes and deliverables.
- » Review the storyline and narrative for the timeline/story walk component to develop final signage.
- » Review a checklist of data and formats provided by the Park District.
- » Discuss project schedule and target milestones.
- » Review Village front-end specifications and/or requirements for general contractors to incorporate into bid documents.



**Topographic Survey**

Our team will conduct a detailed topographic survey of the project site to document site conditions, including grading, utilities, drainage patterns and other site features. This survey will serve as a base for preparing final engineering and permitting drawings, ensuring precise connections with improvements.

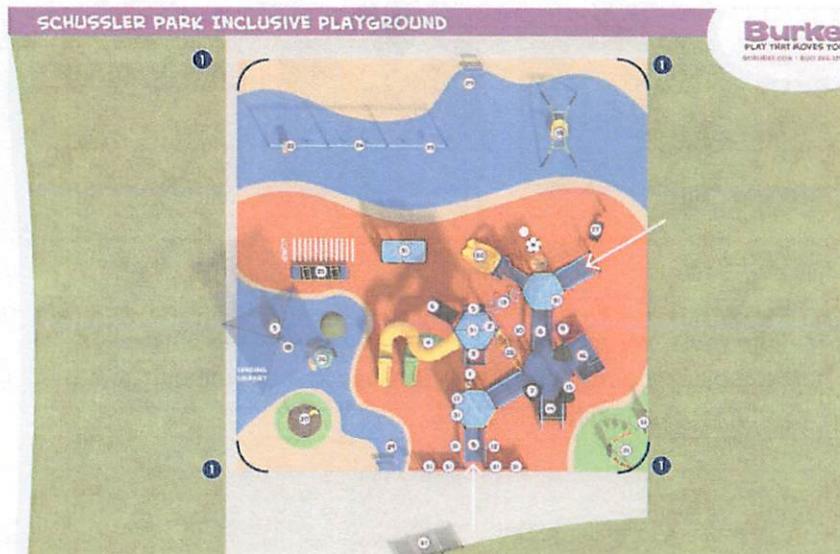
**Plan Refinement**

Using the provided Conceptual Plan, our staff will advance plans for proposed improvements to finalize the layout and specifications. Specific tasks and strategies related to each plan component are listed below:

- » **Inclusive Playground.** Our team will develop the conceptual plan prepared by Play Illinois to coordinate footing locations, safety zones, perimeter curbing or pavement and poured-in-place safety surfacing to communicate construction details and grading to meet standards of the Americans with Disabilities Act, Illinois Accessibility Code, ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use and CPSC playground safety standards. We also recommend minor plan revisions based on the industry's best practices to:



- Remove conditions that may affect maintenance and life cycle of the playground safety surface.
- Provide additional safety zone clearance to allow some flexibility for contractors to meet requirements.



**PROPOSED PLAN MODIFICATION**

- 1 SHARP CORNERS OF POURED-IN-PLACE SURFACING ARE OFTEN POINTS OF FAILURE, AND MAY INCREASE MAINTENANCE OR REDUCE OVERALL SURFACE LIFE CYCLE

RECOMMENDATION: ROUND OFF CORNERS TO INCREASE LATERAL COHESION AND ELIMINATE POINT FAILURE

| Playground Layout Plan from the Request for Proposal (RFP) packet. |





Graham's professional marketing and communication team can prepare the final board graphics and narrative; however, this scope is not included in the submitted fee proposal.

**Sponsor Recognition Board:** We will collaborate with the Village and supporting partners to design a recognition board that expresses the community's appreciation for their contributions to this significant project.

**Game Table(s):** Our team will coordinate with Village staff to provide options and budget costs for game table types, dimensions and locations.

### Construction Documents

Based on the plan development discussed above, we will prepare final stamped engineering plans and specifications for the project to use in permitting, bidding and construction. A detailed cost estimate will be prepared, itemizing all estimated quantities and costs for the Phase II Improvements.

### Permitting

All submittal applications, calculations and required attachments will be prepared to secure local building and stormwater permits. Coordinating with the Village's Development Services Department will ensure that all approvals are obtained before construction begins. Permit drawings, calculations and attachments will be cataloged for use at project completion, allowing the Village's selected construction observation consultant to compare them with as-built surveys.

### Bidding

We will work with the Village's procurement process to issue plans and specifications for the bid. During the bidding process, we will lead a pre-bid meeting for prospective contractors to review the project scope and anticipated schedule and allow an in-person opportunity for contractors to ask questions about the project. All questions will be recorded, and a copy of the questions and answers and a copy of the pre-bid meeting attendance sign-in sheet will be included in an addendum.

After the bid opening, we will review all bids, references and supporting documents and recommend the lowest responsible bid to the Village.

### Meetings

Our team will participate in one Village Board meeting. We will provide presentation materials as required by Village staff to complete project design and engineering and recommend a general contractor. We will also plan and lead a pre-bid meeting with prospective contractors. It is assumed other meetings, including bi-weekly project planning meetings, will be conducted through an online meeting platform such as Microsoft Teams or Zoom.



## Firm Experience

### Open Space Lands Acquisition and Development (OSLAD) Grant Projects

Fehr Graham has helped clients secure more than \$7.5 million in OSLAD funding and has provided final engineering, bidding and construction administration services following grant awards. Extensive experience coordinating with playground and park facility vendors ensures that projects are delivered in line with client expectations. The projects listed below closely match the size and scope of the proposed improvements at Schussler Park, with additional case studies included to showcase expertise across a range of park development projects.

#### Reference Project No. 1 – Fairview Park Fitness Park Improvements, Decatur, Illinois

**Client:** Decatur Park District

**Address:** 620 Riverside Avenue, Decatur, Illinois 62521

**Contact:** Russ Bodine, Director of Operations, 217.429.3645

In 2023, the Decatur Park District was awarded an OSLAD Grant for Fitness Park improvements at Fairview Park. Like Schussler Park, the Conceptual Plan submitted for the grant was developed by another consultant. Before moving forward with final engineering, the Park District asked Fehr Graham to review the plan and explore opportunities for enhancement. While the original concept was well-received, Park District leadership saw potential for improvement.



**FAIRVIEW PARK**  
FITNESS PARK IMPROVEMENTS  
OCTOBER 2023

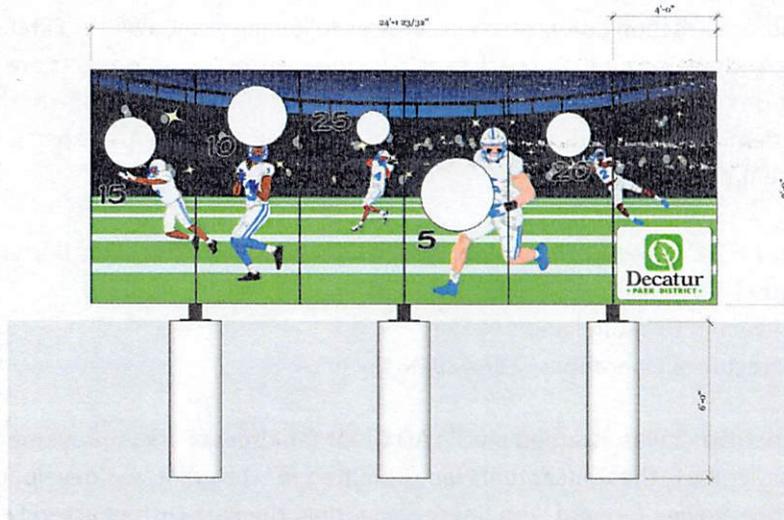
- 1 FITNESS THEMED PLAYGROUND
- 2 ACCESSIBLE SPINNER
- 3 AGE 5-12 PLAY STRUCTURE
- 4 AGE 5-12 ROPE CLIMBER
- 5 AGE 2-5 PLAY STRUCTURE
- 6 SENSORY PLAY MUSIC WALL
- 7 TIMED 40-YARD DASH
- 8 FITNESS CHALLENGE COURSE
- 9 FOOTBALL CHALLENGE WALL AND GOALPOST
- 10 ROPE CLIMBING TOWER
- 11 SWINGSET
- 12 OUTDOOR ADULT FITNESS
- 13 BIKE SKILLS COURSE
- 14 CONNECTION TO EXISTING BIKE TRAIL SYSTEM
- 15 BICYCLE PARKING
- 16 BENCHES
- 17 SIDEWALK CONNECTION TO MAIN PARK PAVILION



| Fairview Park Fitness Park Development Plan, Fehr Graham, 2023. |



Around the same time, Fehr Graham’s landscape architects hosted a public open house for park master planning of a nearby site in Decatur. Community members expressed a strong interest in more football-focused amenities and programs. Inspired by this feedback and the City’s historical ties as the original home of the Chicago Bears, Fehr Graham reimagined the fitness park playground with a football theme.



| Fairview Park football wall elevation |

The redesigned plan features a timed 40-yard dash challenge, a ninja-style obstacle course and a football challenge area with a goalpost and target wall for practicing kicking and passing skills. Fairview Park’s safety surfaces will consist of a combination of artificial turf and poured-in-place surfacing. The photos below show the park during construction while the safety surfacing is installed.



| Fairview Park construction photos, December 2024. |

This project is under construction with completion anticipated by May 2025.



**Reference Project No. 2 – Blackberry Crossing West Park, Montgomery, Illinois**

**Client:** Fox Valley Park District

**Address:** 101 West Illinois Avenue, Aurora, Illinois 60506

**Contact:** Jerad Campbell, Director of Operations, 630.897.0516

Blackberry Crossing West Park, a large regional park in Montgomery, Illinois, was developed in two phases, like Schussler Park, with both phases receiving OSLAD grant funding.

Phase I improvements included constructing a parking lot, playground, stormwater management, native planting, pickleball courts, bicycle parking, shade sail structures and asphalt trail connections.



| Blackberry Crossing West Park Master Plan, Fehr Graham, 2022. |

Construction of Phase I improvements was completed in 2024. The playground surface at Blackberry Crossing is engineered wood fiber (Fibar) with an accessible sloped entry.



| Playground at Blackberry Crossing West Park |

Fehr Graham is developing construction documents for Phase II Improvements, which will include a splash pad, flush restroom, sand volleyball courts, two half-court basketball courts, multiuse athletic fields, a game plaza with concrete bags games and table tennis, and asphalt trail system.

**Reference Project No. 3 – Donald B. Johnson Riverfront Park, Byron, Illinois**

**Client:** Byron Park District

**Address:** 500 North Colfax Street, Byron, Illinois 61010

**Contact:** Nick Warrner, Executive Director, 815.234.6218

Donald B. Johnson Riverfront Park is a 10-acre park along the Rock River on the southwest side of Byron, Illinois. The park was awarded an OSAD grant for development in 2022. Fehr Graham worked with Byron Park District Staff and local stakeholders to develop a plan for the site, including a playground, parking lots, a multiuse combination picnic shelter and band shell, river overlook, fishing access and trail system.



Fehr Graham and the Freeport Park District have enjoyed a *productive, professional* relationship for many years. We are very pleased with the services they provide and they **consistently deliver a quality product.**

**JACK CAREY**  
Former Executive Director  
Freeport Park District



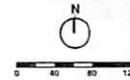


**Design Program**

- 0.4 Mile Asphalt Trail Loop
- Concrete Fishing Access Structure
- Concrete Overlook elevated at trail level
- Picnic Shelter Plaza with formal planting
- Benches along trail with planting nodes
- Future Woodland Trail



**Donald B. Johnson Riverfront Park**  
Concept Plan A  
10/21/2022



Project construction was completed in phases, with playground improvements completed in 2022 and the remaining park improvements completed in 2023. The park has become a popular destination for residents of Byron and the surrounding area.

The playground at Johnson Riverfront Park features a natural/neutral tone poured-in-place safety surface, which was selected in coordination with Byron Park District staff.



| Playground and shelter/band shell structure at Donald B. Johnson Riverfront Park in Byron. |



# Mark Decker, PLA, ASLA

## Project Manager



Mark Decker is a creative force behind projects that stand the test of time. He specializes in planning and designing conservation and recreation spaces and excels in graphic communication and 3D modeling and rendering, where his designs transcend the ordinary. His background in ecology, natural resources and art is the foundation for his work, influencing and elevating projects.

Mark thrives with a diverse portfolio, including open space development, parks, green infrastructure, streambank stabilization, site planning, streetscapes, trail corridors and public plaza projects. What sets Mark apart is his passion for considering the environmental impact of design and his commitment to incorporating resilience into every solution.

### EDUCATION

**M.L.A. in Landscape Architecture**  
University of Illinois at Urbana-Champaign, 2007

**B.A. in Biology**  
Trinity Christian College, Palos Heights, Illinois,  
1999

### PROFESSIONAL LICENSES

**Professional Landscape Architect**  
Illinois #157.001331, 2009

**Professional Landscape Architect**  
Wisconsin #868-14, 2023

### PROFESSIONAL ASSOCIATIONS

**American Society of Landscape Architects**  
#1078767, 2005

United States Green Building Council  
Sigma Lambda Alpha Honor Society

### RIVER FRONT NORTH MASTER PLAN AND DESIGN GUIDELINES

City of Aurora, Illinois

### STREAMBANK STABILIZATION STRATEGY

Salt Creek Sanitary District | Villa Park, Illinois

This infrastructure analysis and feasibility planning study identified stabilization options for a narrow eroding streambank between the Sanitary Treatment Plant and Salt Creek. Mark prepared several stabilization options and cost estimates to permit and budget for improvements to prevent structure damage.

### GARFIELD PARK IMPROVEMENTS

Decatur Park District, Decatur, Illinois

Mark helped prepare redevelopment plans, led a community engagement effort and created conceptual plans that identified residents' needs and concerns. He helped the Park District find funding for improvements. Based on Mark's plans, the playground was awarded funding as a PlayOn! National Demonstration Playground because it met the criteria for fitness-based design. The park improvements were submitted for grant award consideration in the Illinois Department of Natural Resources' Open Space Lands Acquisition and Development (OSLAD) program.

### BLACKBERRY CROSSING PARK PLAN

Fox Valley Park District | Aurora, Illinois

Mark prepared a phased plan for OSLAD grant funding for park improvements, including off-street parking, pickleball courts, splash pad, playground, sand volleyball court, basketball courts, restroom facility and games plaza.

### WEST BRANCH DUPAGE RIVER TRAIL\*

Forest Preserve District of DuPage County | Wheaton, Illinois

Mark served as Project Manager for the development and construction of a segment of the West Branch DuPage River Trail. Mark also managed the Phase I development of the West Branch DuPage River Trail between Warrenville and West Chicago. Mark was instrumental in developing a property agreement between the Forest Preserve District and the Wastewater Treatment Authority. This enabled trail construction along the river while enhancing the Wastewater Treatment Plant's security and aesthetic with fencing improvements. He also transformed underused open spaces from weed fields into thriving pollinator habitats.

*\*Project completed with previous employer.*



# Andrew Deitchman, PE, BCEE

## Project Manager



### EDUCATION

**B.S. in Mechanical Engineering**  
Southern Methodist University, 1991

**M.E. in Civil/Environmental Engineering**  
Texas A&M University, 1993

### PROFESSIONAL LICENSE

**Professional Engineer**  
Illinois #062.053764

### PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers  
American Academy of Environmental Engineers  
and Scientists  
Engineers Without Borders  
Fox Valley Operators Association  
Kane County Water Association

Andrew Deitchman's career includes a diverse range of planning, design and construction projects for municipal and commercial clients. He handles planning, design and construction management for utility and infrastructure projects. His knowledge includes stormwater management, water resource investigations, water treatment and distribution systems, engineering feasibility studies, environmental permitting and construction cost estimating.

### POTABLE WATER SYSTEM EXPANSION

#### **Fox Metro Water Reclamation District | Oswego, Illinois**

Andrew was the Lead Designer and Project Manager for the expansion, which included two new shallow water wells, a cation exchange water treatment system, a hydro-pneumatic storage tank and a water main to connect the new system to the old. The new plant was sized to provide the staff with 125,000 gallons of potable water daily. Andrew worked with county and state officials to permit the new facility.

### BLACKBERRY CROSSING PARK PLAN

#### **Fox Valley Park District | Aurora, Illinois**

Andrew designed improvements for the park, including utility connections, a splash pad, a playground, a sand volleyball court, basketball courts, a restroom facility and a games plaza.

### GRAMERCY SQUARE PARK IMPROVEMENTS

#### **Fox Valley Park District | Aurora, Illinois**

Andrew designed the stormwater improvements for a neighborhood park, including a playground and open space.

### BLACKBERRY FARM BARN CONSTRUCTION ADMINISTRATION

#### **Fox Valley Park District | Aurora, Illinois**

Andrew designed the stormwater improvements and drainage to construct a train maintenance and storage building.

### EAST SIDE SPORTS COMPLEX

#### **St. Charles Park District | St. Charles, Illinois**

Andrew designed the utility connections for a concession stand and restroom building at the East Side Sports Complex.

### PRIMROSE FARM

#### **St. Charles Park District | St. Charles, Illinois**

Andrew designed the water supply system for a new Agricultural Education Center and the stormwater and drainage improvements for rain and native gardens at the living history farm.



# Tyler J. Jahn

## Engineering Technician



### EDUCATION

**B.S. in Probability and Statistics**  
Northern Illinois University, 2014

**B.S. in Geography, Geographic Information Systems, Land Use Planning, Urban Geography**  
Northern Illinois University, 2014

### CERTIFICATION

**Northern Illinois University**  
Geographic Information Systems, 2014

Tyler Jahn is experienced with land surveying, construction staking and transportation engineering projects. He completes surveying phases and aspects, including courthouse research, GPS mission planning, data collection and reduction, drawing preparation, quality assurance monitoring and property description preparation.

### GRIFFCO DESIGN, BUILDING TOPOGRAPHY AND VARIANCE REQUEST

#### City of Rochelle, Illinois

Tyler performed a topographic survey using a Leica Scanner, set-up CAD drawings and registered scans. He also ran levels to establish control points and stake Geopiers for the concrete floor. Tyler staked the parking lot, rail access, pavement curb and edge, utilities and drainage.

### LFI REAL ESTATE SELF STORAGE DEVELOPMENT

#### Village of Minooka, Illinois

Tyler set and established property pin and section control during the development. He staked the utilities, stormwater, sanitary, curb, end of pavement, storage building corners and pavement elevations.

### RIGHT-OF-WAY LINES ALONG US 52/ILLINOIS 64 FROM WILLOW TO BROOKVILLE ROADS

Illinois Department of Transportation Professional Transportation Bulletin (PTB)  
168/015 | Brooksville, Illinois

### PRIMROSE FARM PARK TOPOGRAPHIC SURVEY

St. Charles Park District | St. Charles, Illinois

### FOX CHASE PARK TOPOGRAPHIC SURVEY

St. Charles Park District | St. Charles, Illinois

### BLACKBERRY FARM VISITOR TRAIN STORAGE BARN SURVEY SERVICES

Fox Valley Park District | Aurora, Illinois

### SPRING LAKE POOL OPEN SPACE LANDS ACQUISITION AND DEVELOPMENT GRANT SURVEY SERVICES

Flagg-Rochelle Community Park District | Rochelle, Illinois

### PARK EAST OVERLOOK DECK IMPROVEMENTS

Oregon Park District | Oregon, Illinois

### HIGH-DEFINITION SCANNING OF BLEACHERS

Streator Township High School District, Illinois

### SELF-STORAGE FACILITY CONSTRUCTION STAKING NEAR 8TH AVENUE AND 20TH STREET

Hayden Real Estate | Rochelle, Illinois

### STAKING LOT CORNERS AT SQUIRES LANDING SUBDIVISION

Hayden Real Estate | Rochelle, Illinois



# Alberto Sanchez

Senior Engineering Technician



## CERTIFICATIONS

Illinois Department of Transportation  
Hot Mix Asphalt Level I  
Hot Mix Asphalt Level II  
Plain Cement Concrete Level I

## TRAINING

AutoCAD Civil 3D  
Autodesk Revit

Alberto Sanchez drafts projects for many disciplines, including civil, structural, process and electrical engineering. He provides 3D grading and piping models for plan production and quantity estimation and has created full 3D renderings of buildings. Alberto coordinates each project for his team and collaborates with sub-consultant engineering, architectural and survey firms. He ensures high-quality plans are produced on time and within budget for clients.

### BLACKBERRY CROSSING PARK PHASE I ENGINEERING SERVICES

Fox Valley Park District | Aurora, Illinois

### WHEATLANDS PARK IMPROVEMENTS

Fox Valley Park District | Aurora, Illinois

### HUPP PARK PICKLEBALL AND PARKING LOT ENGINEERING AND PERMITTING SERVICES

Fox Valley Park District | Aurora, Illinois

### PRAIRIE PATH AND COPLEY TRAIL I TOPOGRAPHIC SURVEY

Fox Valley Park District | Aurora, Illinois

### FAIRVIEW PARK FITNESS AND CHALLENGE COURSE

Decatur Park District | Decatur, Illinois

### NELSON PARK PATH ROUTE 36 TO LAKE SHORE DRIVE

Park District | Decatur, Illinois

### FOX BEND GOLF COURSE CULVERT REPLACEMENT

Oswegoland Park District | Oswego, Illinois

### SURVEY OF LIPPOLD PARK THREE-SEASON AS-BUILT PLANS

R.C. Wegman Construction Company | Aurora, Illinois

### BAKER COMMUNITY CENTER TOPOGRAPHIC SURVEY

St. Charles Park District | St. Charles, Illinois

### EAST SIDE SPORTS COMPLEX TOPOGRAPHIC SURVEY

St. Charles Park District | St. Charles, Illinois

### EAST SIDE SPORTS COMPLEX FIELDS DRAINAGE IMPROVEMENTS

St. Charles Park District | St. Charles, Illinois

### POTTAWATOMIE PARK TOPOGRAPHIC SURVEY

St. Charles Park District | St. Charles, Illinois

### JOHNSON PARK ELECTRICAL IMPROVEMENTS

Byron Park District | Byron, Illinois





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Insurance Services West, Inc.		<b>NAMED INSURED</b> Fehr & Graham & Associates, LLC 101 W Stephenson St. Freeport, IL 61032	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**INSURER AFFORDING COVERAGE:** Indemnity National Insurance Company **NAIC#:** 18468  
**POLICY NUMBER:** X8001814 24 **EFF DATE:** 12/31/2024 **EXP DATE:** 12/31/2025

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
Excess Automobile Liability	Each Occurrence	\$1,500,000
	excess	\$2,000,000

**INSURER AFFORDING COVERAGE:** RSUI Indemnity Company **NAIC#:** 22314  
**POLICY NUMBER:** NHA604323 **EFF DATE:** 12/31/2024 **EXP DATE:** 12/31/2025

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
Excess Automobile Liability	Each Occurrence	\$1,500,000
	excess	\$2,000,000

**PROPOSAL SUMMARY SHEET**  
**RFP #25-023**  
**Schussler Park Phase II Design Services**

Business Name: Fehr Graham & Associates

Street Address: 230 Woodlawn Avenue

City, State, Zip: Aurora, Illinois 60506

Contact Name: Mark Decker, PLA, ASLA

Title: Project Manager

Phone: 630.897.4651 Fax: 630.897.5696

E-Mail address: mdecker@fehrgraham.com

**Price Proposal**

**FIXED FEE PROPOSAL** \$ 51,600

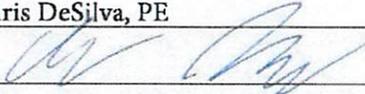
**REIMBURSABLE EXPENSES** \$ 1,000

CAD Plots, printing, color reproductions, delivery costs of drawings and reports; supplies and materials related to reports and presentations; travel reimbursements

**TOTAL PROPOSED** \$ 52,600

**AUTHORIZATION & SIGNATURE**

Name of Authorized Signee: Chris DeSilva, PE

Signature of Authorized Signee:  \_\_\_\_\_

Title: Chief Operating Officer

Date: 3/20/2025

 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

---

The undersigned Chris DeSilva, PE, as Chief Operating Officer  
*(Enter Name of Person Making Certification)* *(Enter Title of Person Making Certification)*

and on behalf of Fehr Graham & Associates, certifies that:  
*(Enter Name of Business Organization)*

**1) BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes  No

Federal Employer I.D.#: 36-2780335  
*(or Social Security # if a sole proprietor or individual)*

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation \_\_\_\_\_ *(State of Incorporation)* \_\_\_\_\_ *(Date of Incorporation)*

**2) STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned  Small Business  ([SBA standards](#))  
Women-Owned  Prefer not to disclose   
Veteran-Owned  Not Applicable   
Disabled-Owned

How are you certifying? Certificates Attached  Self-Certifying

**STATUS OF OWNERSHIP FOR SUBCONTRACTORS**

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned  Small Business  ([SBA standards](#))  
Women-Owned  Prefer not to disclose   
Veteran-Owned  Not Applicable   
Disabled-Owned

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.

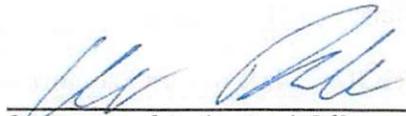
6) **TAX CERTIFICATION:**            Yes [X]   No [ ]

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.

7) **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

Chris DeSilva, PE  
\_\_\_\_\_  
Name of Authorized Officer

Chief Operating Officer  
\_\_\_\_\_  
Title

3/20/2025  
\_\_\_\_\_  
Date

## REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Fehr Graham & Associates

*(Enter Name of Business Organization)*

1. ORGANIZATION Decatur Park District  
ADDRESS 620 Riverside Avenue, Decatur, IL 62521  
PHONE NUMBER 217.429.3645  
CONTACT PERSON Russ Bodine, Director of Operations  
YEAR OF PROJECT 2023 - 2025
  
2. ORGANIZATION Fox Valley Park District  
ADDRESS 101 W. Illinois Avenue, Aurora, IL 60506  
PHONE NUMBER 630.897.0516  
CONTACT PERSON Jerad Campbell, Director of Operations  
YEAR OF PROJECT 2022 - 2024
  
3. ORGANIZATION Byron Park Distict  
ADDRESS 500 N. Colfax Street, Byron, IL 61010  
PHONE NUMBER 815.234.6218  
CONTACT PERSON Nick Warner, Executive Director  
YEAR OF PROJECT 2022 - 2023



# ORLAND PARK

## INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in **red bold** type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p><b>WORKERS' COMPENSATION &amp; EMPLOYER LIABILITY</b>            Full Statutory Limits - Employers Liability            \$500,000 – Each Accident            \$500,000 – Each Employee            \$500,000 – Policy Limit  <b>Waiver of Subrogation in favor of the Village of Orland Park</b></p> <p><b>AUTOMOBILE LIABILITY</b> (ISO Form CA 0001)            \$1,000,000 – Combined Single Limit Per Occurrence            Bodily Injury &amp; Property Damage. Applicable for All Company Vehicles.</p> <p><b>GENERAL LIABILITY</b> (Occurrence basis) (ISO Form CG 0001)            \$1,000,000 – Combined Single Limit Per Occurrence            Bodily Injury &amp; Property Damage            \$2,000,000 – General Aggregate Limit            \$1,000,000 – Personal &amp; Advertising Injury            \$2,000,000 – Products/Completed Operations Aggregate</p> <p><b>ADDITIONAL INSURED ENDORSEMENTS:</b>  <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> <li><b>ISO CG 20 10 or CG 20 26 (or Equivalent)</b>            Commercial General Liability Coverage</li> <li><b>CG 20 01 Primary &amp; Non-Contributory (or Equivalent)</b> The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants.</li> <li><b>Blanket General Liability Waiver of Subrogation - Village of Orland Park</b> A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.</li> </ul>	<p><b>LIABILITY UMBRELLA</b> (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence            \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence            \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____  <b>EXCESS MUST COVER:</b> General Liability, Automobile Liability, Employers' Liability</p> <p><b>PROFESSIONAL LIABILITY</b></p> <p><input checked="" type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____            Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> <b>BUILDERS RISK</b>            Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> <b>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</b>            \$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</p> <p><input type="checkbox"/> <b>CYBER LIABILITY</b>            \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> <b>CG 20 37 ADDITIONAL INSURED</b> – Completed Operations (Provide only if box is checked)</p>

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 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 20 DAY OF March, 2025

**Chris DeSilva** Digitally signed by Chris DeSilva  
Date: 2025.03.19 12:18:27 -05'00'

Signature

**Chris DeSilva, PE | Chief Operating Officer**

Printed Name & Title

Authorized to execute agreements for:

**Fehr Graham**

Name of Company

# FEHR GRAHAM

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ENGINEERING & ENVIRONMENTAL

[fehrgraham.com](http://fehrgraham.com)



 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

The undersigned Chris DeSilva, PE, as Chief Operating Officer  
*(Enter Name of Person Making Certification)* *(Enter Title of Person Making Certification)*

and on behalf of Fehr Graham & Associates, certifies that:  
*(Enter Name of Business Organization)*

**1) BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes  No

Federal Employer I.D.#: 36-2780335  
*(or Social Security # if a sole proprietor or individual)*

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor  
 Independent Contractor (*Individual*)  
 Partnership  
 LLC  
 Corporation \_\_\_\_\_ *(State of Incorporation)* \_\_\_\_\_ *(Date of Incorporation)*

**2) STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

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Women-Owned  Prefer not to disclose   
Veteran-Owned  Not Applicable   
Disabled-Owned

How are you certifying? Certificates Attached  Self-Certifying

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This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

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Disabled-Owned

**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.

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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."

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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

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6) **TAX CERTIFICATION:**            Yes [X]   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.

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**ACKNOWLEDGED AND AGREED TO:**

  
\_\_\_\_\_  
Signature of Authorized Officer

Chris DeSilva, PE  
\_\_\_\_\_  
Name of Authorized Officer

Chief Operating Officer  
\_\_\_\_\_  
Title

3/20/2025  
\_\_\_\_\_  
Date



# ORLAND PARK

## INSURANCE REQUIREMENTS

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If awarded the contract, all Required Policy Endorsements noted in the left column in **red bold** type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p><b>WORKERS' COMPENSATION &amp; EMPLOYER LIABILITY</b>            Full Statutory Limits - Employers Liability            \$500,000 – Each Accident            \$500,000 – Each Employee            \$500,000 – Policy Limit  <b>Waiver of Subrogation in favor of the Village of Orland Park</b></p> <p><b>AUTOMOBILE LIABILITY</b> (ISO Form CA 0001)            \$1,000,000 – Combined Single Limit Per Occurrence            Bodily Injury &amp; Property Damage. Applicable for All Company Vehicles.</p> <p><b>GENERAL LIABILITY</b> (Occurrence basis) (ISO Form CG 0001)            \$1,000,000 – Combined Single Limit Per Occurrence            Bodily Injury &amp; Property Damage            \$2,000,000 – General Aggregate Limit            \$1,000,000 – Personal &amp; Advertising Injury            \$2,000,000 – Products/Completed Operations Aggregate</p> <p><b>ADDITIONAL INSURED ENDORSEMENTS:</b>  <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> <li><b>ISO CG 20 10 or CG 20 26 (or Equivalent)</b>            Commercial General Liability Coverage</li> <li><b>CG 20 01 Primary &amp; Non-Contributory (or Equivalent)</b> The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants.</li> <li><b>Blanket General Liability Waiver of Subrogation - Village of Orland Park</b> A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.</li> </ul>	<p><b>LIABILITY UMBRELLA</b> (Follow Form Policy)  <input type="checkbox"/> \$1,000,000 – Each Occurrence            \$1,000,000 – Aggregate   <input type="checkbox"/> \$2,000,000 – Each Occurrence            \$2,000,000 – Aggregate   <input type="checkbox"/> Other: _____  <b>EXCESS MUST COVER:</b> General Liability, Automobile Liability, Employers' Liability</p> <p><b>PROFESSIONAL LIABILITY</b>  <input checked="" type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date   <input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date   <input type="checkbox"/> Other: _____            Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> <b>BUILDERS RISK</b>            Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> <b>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</b>            \$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</p> <p><input type="checkbox"/> <b>CYBER LIABILITY</b>            \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> <b>CG 20 37 ADDITIONAL INSURED</b> – Completed Operations (Provide only if box is checked)</p>

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 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 20 DAY OF March, 2025

**Chris DeSilva** Digitally signed by Chris DeSilva  
Date: 2025.03.19 12:18:27 -05'00'

Signature

**Chris DeSilva, PE | Chief Operating Officer**

Printed Name & Title

Authorized to execute agreements for:

**Fehr Graham**

Name of Company





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Insurance Services West, Inc.		<b>NAMED INSURED</b> Fehr Graham & Associates, LLC 101 W Stephenson St. Freeport, IL 61032	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents are included as Additional Insured as respects to General Liability, Umbrella/Excess Liability and Auto Liability.

General Liability, Umbrella/Excess Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Workers Compensation as permitted by law.

**INSURER AFFORDING COVERAGE:** Indemnity National Insurance Company **NAIC#:** 18468  
**POLICY NUMBER:** XS001814 24 **EFF DATE:** 12/31/2024 **EXP DATE:** 12/31/2025

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
Excess Automobile Liability	Each Occurrence	\$1,500,000
	excess	\$2,000,000

**INSURER AFFORDING COVERAGE:** RSUI Indemnity Company **NAIC#:** 22314  
**POLICY NUMBER:** NHA604323 **EFF DATE:** 12/31/2024 **EXP DATE:** 12/31/2025

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
Excess Automobile Liability	Each Occurrence	\$1,500,000
	excess	\$2,000,000

POLICY NUMBER: AS7-641-446161-044  
ISSUED BY: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
NOTICE OF CANCELLATION TO THIRD PARTIES.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKERS EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

**SCHEDULE**

<b>Name of Other Person(s)/ Organization(s):</b>	<b>Email Address of mailing address:</b>	<b>Number of Days Notice:</b>
Per file on Schedule with the Company		30 days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 01 05 11

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its permission.

**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**

**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" or "personal and 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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 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.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Schedule**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

Any person or organization you are required to name as an Additional Insured in a written contract or agreement

All locations as required by written contract or agreement entered into prior to an "occurrence" or offense

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

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Schedule**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

Any person or organization you are required to name as an Additional Insured in a written contract or agreement

**Location And Description Of Completed Operations**

All locations as required by written contract or agreement entered into prior to an "occurrence" or offense where the written contract or agreement obligates you to procure completed operations coverage for the Additional Insured

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

POLICY NUMBER: TB2-641-446161-054  
ISSUED BY: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
NOTICE OF CANCELLATION TO THIRD PARTIES.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKERS EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

**SCHEDULE**

<b>Name of Other Person(s)/ Organization(s):</b>	<b>Email Address of mailing address:</b>	<b>Number of Days Notice:</b>
Per file on Schedule with the Company		30 days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
  
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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its permission.

Policy Number TB2-641-446161-054  
Issued by Liberty Mutual Fire Insurance Co.

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

**OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

**Schedule**

**Name of Person(s) or Organization(s):**

Where required by written contract

**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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

### **Schedule**

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

Any person or organization required by written contract or agreement, prior to an "occurrence" or offense, to waive your right of recovery, except where such requirement is prohibited by law

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

**ENDORSEMENT NO. 5**

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN  
THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION**

This Endorsement, effective at 12:01 a.m. on December 31, 2024, forms part of

Policy No. 0313-8987  
Issued to Trilon Group, LLC  
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the **Company** cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Company**, either directly or through its broker of record, the email address of the contact at such entity; and
3. the **Company** receives this information after the **First Named Insured** receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Company**;

the **Company** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

Proof of the **Company** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Company** has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the **Insurer's** part to deliver the Advice will not impose liability of any kind upon the **Insurer** or invalidate the cancellation.

Any Certificate Holder is not an **Insured** or a Loss Payee under this Policy. No coverage will be available under this Policy for any **Claim** brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

## **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 anyone not named in the Schedule.

### **Schedule**

Any person or organization you are required to add as an Additional Insured in a written contract or agreement.

In the state of Wisconsin, the premium charge is 2.0% of the total manual premium plus EL Increased Limits, subject to a minimum premium of \$50 per policy.

Issued by: Liberty Insurance Corp.

For attachment to Policy No. WC7-641-446161-064  
Effective Date 12/31/2024  
Premium \$ Incl.  
Issued to: Trilon Group, LLC

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Per Schedule on file with the Company	Per Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

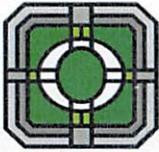
For attachment to Policy No. WC7-641-446161-064

Effective Date

Premium \$

Issued to Trilon Group, LLC

Endorsement No.



# VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
www.orlandpark.org

## Master

**File Number: 2025-0303**

<b>File ID:</b> 2025-0303	<b>Type:</b> MOTION	<b>Status:</b> PASSED
<b>Version:</b> 0	<b>Reference:</b>	<b>Controlling Body:</b> Board of Trustees
<b>Agenda Entry:</b> RFP #25-023 Schussler Park Phase II Design Services		<b>File Created Date :</b> 04/09/2025
		<b>Final Action:</b> 04/21/2025

**Title:** RFP #25-023 Schussler Park Phase II Design Services

**Notes:**

**Sponsors:**

**Res/Ord Date:**

**Attachments:** Exhibit B - Burke Playground, RFP #25-023 - Scope of Work, RFP 25-023 - Compliance Summary, RFP 25-023 Schussler Park Phase II Design Services

**Res/Ord Number:**

**Drafter:**

**Hearing Date:**

**Department**

**Effective Date:**

**Contact:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Recreation and Parks Department	04/09/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	04/21/2025	APPROVED				Pass

### Text of Legislative File 2025-0303

..Title  
RFP #25-023 Schussler Park Phase II Design Services

**History**

RFP #25-023 Schussler Park Phase II Design Services (attached) was issued March 5, 2025, to solicit proposals from qualified and experienced vendors to provide design and engineering services for Phase II improvements at Schussler Park.

Phase II elements include an all-inclusive playground, a 24' x 48' picnic shelter, bike racks and site furnishings, a half basketball court, native planting, signage, a Michael Schofield III/Kendal Coyne Schofield timeline/story walk, a sponsor recognition board and game table(s).

The all-inclusive playground is a Burke manufactured playground that has been designed and purchased through Play Illinois (See attached Exhibit B).

In 2025 funds are budgeted in Capital improvements, Natural Resources and Facilities (NRF) and Recreation and Parks as follows:

**2025 Funding Includes:**

**Capital**

Schussler Park Phase II Construction: \$2,500,000

Engineering Services: \$125,000

Construction Administration Services: \$105,000

**Natural Resources and Facilities**

Pavilion & Playground: \$250,000

**Recreation & Parks Athletics Division**

Athletic Court and Field Repairs, Improvement, Enhancements: \$50,000

The Scope of Work (attached) includes design and engineering services for all elements necessary to produce construction and engineering documents that will be used to solicit proposals from qualified contractors for the installation of the play structure and all construction of all other phase II design elements.

The attached Bid Compliance Summary sheet for #RFP 25-023 details proposals from four firms as shown below (proposals attached).

A Summary total for these events for each vendor is summarized below.

Wight & Co.: \$107,100

Engineering Resource Associates, Inc.: \$94,200

Christopher B. Burke Engineering, LTD: \$69,900

Fehr Graham: \$52,600

Staff conducted interviews with Fehr Graham and Christopher B. Burke Engineering. Both firms are fully qualified, capable and possess the capacity to deliver the objectives of this project within a time frame that supports breaking ground in the third quarter of 2025. Additionally, staff graded both firms utilizing the grading criteria included in the RFP.

As the lowest qualified proposal, staff seeks approval to enter into a service contract with Fehr Graham to achieve the design/engineering objectives to provide bid documents and specifications for the construction of Schussler Park Phase II elements in the amount of \$52,600 plus a contingency of 10% (\$5,260) for unforeseen circumstances.

Fehr Graham is an engineering and environmental firm with offices in Illinois, Wisconsin and Iowa. Fehr Graham offer services in Civil and Structural Engineering, safety and environmental services, parks and recreation design services and much more. A partner of the Trilon Group, a family infrastructure consulting business with 13 partner firms and over 5,000 employees, Fehr Graham employs over 250 employees and can draw upon the expertise of staff across the firm.

References shared Fehr Graham's overall capability, quality of work, responsiveness, ability to meet required deadlines, and thoroughness of construction documents.

Financial Impact

\$125,000 is budgeted in 300000 432500 for Schussler Park Phase II Design, Construction & Engineering Services.

The Village was awarded a \$600,000 OSLAD grant in support of this project.

**Recommended Action/Motion**

I move to approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Fehr Graham as the qualified responsive proposal for RFP #25-023 Schussler Park Phase II Design and Engineering Services in the amount of \$52,600 plus a contingency of 10% (\$5,260) for unforeseen circumstances for a total not to exceed \$57,860;

AND

To authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

**Kathie Clifford**

---

**From:** Kathie Clifford  
**Sent:** Tuesday, April 22, 2025 10:06 AM  
**To:** Anne Skrodzki; Brandi Watson  
**Cc:** Ray Piattoni  
**Subject:** April 21, 2025 Board item approvals

*AKC*

Anne,

Could you please review and approve the minutes for Recreation and Park's items from the April 21, 2025 Board of Trustee meeting:

Item S (consent agenda) 2025-0332 John Humphrey House Renovation – RFP #24-020 – Bid Award – Marker 14:45 on Youtube ✓

2025-0303 RFP #25-023 Schussler Park Phase II Design Services – Original motion – 33:01 – Amended motion to include “AND authorize the Village Manager to approve change orders not to exceed the contingency amount” – 33:55 ✓  
*Motion and Amendment passed ✓*

2025-0313 Independence Day Fireworks Contract Amendment – 35:46 *Addendum & 4 Change Orders*

2025-0324 RFP #25-029 Boley Farm Barn License Agreement – 37:15 *\$500/m for 6 mo 3/2 ✓*

2025-0331 Centennial Park Aquatic Center Deck Furniture ITB #25-025 – 38:45 *Cachey Furniture ✓*  
*\$25,434*

2025-0341 Doogan Park Redevelopment Plan – 39:50 ✓

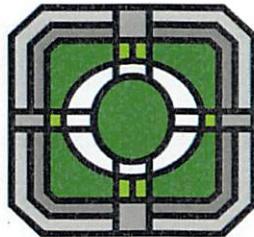
Thanks,

Kathie Clifford | Administrative Coordinator  
Village of Orland Park  
14600 Ravinia Avenue | Orland Park, Illinois 60462  
Ph. 708.403.6137 | [kclifford@orlandpark.org](mailto:kclifford@orlandpark.org)



# VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
[www.orlandpark.org](http://www.orlandpark.org)



## Meeting Minutes

Monday, April 21, 2025

7:00 PM

Village Hall

## Board of Trustees

*Village President Keith Pekau  
Village Clerk Brian L. Gaspardo*

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,  
Sean Kampas, Brian Riordan and Joni Radaszewski*

**2025-0303 RFP #25-023 Schussler Park Phase II Design Services**

RFP #25-023 Schussler Park Phase II Design Services (attached) was issued March 5, 2025, to solicit proposals from qualified and experienced vendors to provide design and engineering services for Phase II improvements at Schussler Park.

Phase II elements include an all-inclusive playground, a 24' x 48' picnic shelter, bike racks and site furnishings, a half basketball court, native planting, signage; a Michael Schofield III/Kendal Coyne Schofield timeline/story walk, a sponsor recognition board and game table(s).

The all-inclusive playground is a Burke manufactured playground that has been designed and purchased through Play Illinois (See attached Exhibit B).

In 2025 funds are budgeted in Capital improvements, Natural Resources and Facilities (NRF) and Recreation and Parks as follows:

**2025 Funding Includes:****Capital**

Schussler Park Phase II Construction: \$2,500,000

Engineering Services: \$125,000

Construction Administration Services: \$105,000

**Natural Resources and Facilities**

Pavilion & Playground: \$250,000

**Recreation & Parks Athletics Division**

Athletic Court and Field Repairs, Improvement, Enhancements: \$50,000

The Scope of Work (attached) includes design and engineering services for all elements necessary to produce construction and engineering documents that will be used to solicit proposals from qualified contractors for the installation of the play structure and all construction of all other phase II design elements.

The attached Bid Compliance Summary sheet for #RFP 25-023 details proposals from four firms as shown below (proposals attached).

A Summary total for these events for each vendor is summarized below.

Wight & Co.: \$107,100

Engineering Resource Associates, Inc.: \$94,200

Christopher B. Burke Engineering, LTD: \$69,900

Fehr Graham: \$52,600

Staff conducted interviews with Fehr Graham and Christopher B. Burke Engineering. Both firms are fully qualified, capable and possess the capacity to deliver the objectives of this project within a time frame that supports breaking ground in the third quarter of 2025. Additionally, staff graded both firms utilizing the grading criteria included in the RFP.

As the lowest qualified proposal, staff seeks approval to enter into a service contract with Fehr Graham to achieve the design/engineering objectives to provide bid documents and specifications for the construction of Schussler Park Phase II elements in the amount of \$52,600 plus a contingency of 10% (\$5,260) for unforeseen circumstances.

Fehr Graham is an engineering and environmental firm with offices in Illinois, Wisconsin and Iowa. Fehr Graham offer services in Civil and Structural Engineering, safety and environmental services, parks and recreation design services and much more. A partner of the Trilon Group, a family infrastructure consulting business with 13 partner firms and over 5,000 employees, Fehr Graham employs over 250 employees and can draw upon the expertise of staff across the firm.

References shared Fehr Graham's overall capability, quality of work, responsiveness, ability to meet required deadlines, and thoroughness of construction documents.

Trustee Milani had comments. (refer to audio)

President Pekau had comments. (refer to audio)

President Pekau entertained a motion to add "Authorize the Village Manager to approve change orders not to exceed the contingency" to the motion. It was moved by Trustee Kampas and seconded by Trustee Katsenes. All were in favor. (refer to audio)

Trustee Milani had additional comments. (refer to audio)

President Pekau had questions. (refer to audio)

Director of Recreation and Parks Ray Piattoni responded to President Pekau. (refer to audio)

I move to approve and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Fehr Graham as the qualified responsive proposal for RFP #25-023 Schussler Park Phase II Design and Engineering Services in the amount of \$52,600 plus a contingency of 10% (\$5,260) for unforeseen circumstances for a total not to exceed \$57,860;

AND

To authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

**A motion was made by Trustee Milani, seconded by Trustee Radaszewski, that this matter be APPROVED. The motion carried by the following vote:**

**Aye:** 6 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Radaszewski, and Village President Pekau

**Nay:** 0

**Absent:** 1 - Trustee Riordan

Respectfully Submitted,

/s/ Brian L. Gaspardo

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**Brian L. Gaspardo, Village Clerk**