

CLERK'S CONTRACT and AGREEMENT COVER PAGE

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Innoprise Contract #: C22-0039

Year: 2022

Amount:

Department: Public Works

Contract Type: Contractor

Contractors Name: Construction & Geotechnical Material Testing, Inc.

Contract Description: Soils & Materials Testing & Engineering 2022-2024



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Construction & Geotechnical Material Testing, Inc. FOR Soils & Materials Testing and Engineering**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made the 23rd day of February, 2022, by and between the Village of Orland Park (hereinafter referred to as “VILLAGE”) and Construction & Geotechnical Material Testing, Inc. (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Soils & Materials Testing and Engineering (hereinafter referred to as “Project”, the “Work”, or the “Services”).

WITNESSETH:

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

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

- The Contractor’s Proposal/Bid No. _____, and dated January 25, 2022; and/or
- Village of Orland Park ITB/RFP/Purchase Order No.RFP 22-006.

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 Proposal (“RFP”), Invitation To Bid (“ITB”) 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 Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.

2. Payment:

A. Compensation: The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
- the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
- a not-to-exceed amount of \$25,000.00 for FY 2022, or the Board approved budgeted amount for 2023 and 2024 (“Contract Price”)
- a not-to-exceed Proposal or Bid amount of \$, plus \$ contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$25,000.00 (“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 \$25,000.00. Said price shall be the total compensation for Contractor’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 Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay

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any part of such excess, and the Contractor shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor 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 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 Contractor 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 Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

- B. Invoices: The Contractor agrees to and shall prepare and submit:
- an invoice to the Village upon completion of and approval by the Village of the Work; or
 - invoice 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 Contractor.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment 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 Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor t, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor 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 Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- 10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.
- 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 Contractor 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 Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

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F. Records: The Contractor'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 Contractor 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. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

4. 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 Contractor's proposal dated January 25, 2022 and the Village's RFP, ITB, and/or Purchase Order 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.

5. 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 Contractor under the Contract Documents shall commence no later than February 23, 2022 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2024 (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.

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If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, 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 Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor 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 Contractor 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).
6. Venue and Choice of Law: The Contractor 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.
7. Nonassignability: The Contractor 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 Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. 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.
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 Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor 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 Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
- C. Within ten (10) business days after the Contractor'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 Contractor 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 Contractor 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 Contractor or its agent shall continue to use all reasonable efforts to fully

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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 Contractor not less than monthly until such incident, claim, or complaint is fully resolved.

- E. The Contractor 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 Contractor receives its initial verbal or written notice of such incident, claim, or complaint.

11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.

12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

13. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, 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: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

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

B. Insurance Required: The Contractor 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 Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

(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 Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope

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of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Contractor'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 Contractor'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 Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor'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 Contractor 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 Contractor and all subcontractors 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.
- (ii) Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)
- (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iv) Workers' Compensation insurance 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 per accident:
 - (a) 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 Contractor for the Village.
 - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).
- (v) Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)
- (vi) Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for

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pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or migrating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

- (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(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.
- (viii) Cyber Liability Coverage: for losses arising out of the Contractors 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 Contractor or any subcontractor 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, Contractor 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 licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor 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, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each 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: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. 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. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, 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.

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- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor 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 Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor 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 Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor 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. Contractor 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 subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor 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 Contractor or the liability of any subcontractor 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 Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor 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 Contractor or any subcontractor's insurance.
- L. Notice of Bodily Injury or Property Damage: The Contractor 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 Contractor 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. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

14. Indemnity:

- A. To the fullest extent permitted by law, the Contractor 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 Contractor, its employees, or subcontractors,

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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 Contractor 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 Contractor shall, at its own expense, satisfy and discharge the same.

- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, 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. Contractor further agrees that to the extent that money is due the Contractor 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 Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) 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 Contractor 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 14 shall survive any termination of the Contract.

15. Village Confidential Information:

- A. Contractor warrants 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 purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 15 shall survive any termination of the Contract.

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

- A. Feasibility of Performance. The Contractor (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 Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, 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 Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor 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 Contractor's

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behalf and to bind the Contractor hereto; and (f) the Contractor 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 Contractor 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 Contractor 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: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Contractor 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 Contractor 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: Contractor 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 personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees: Contractor 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 Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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.

18. Compliance with Laws: Contractor shall comply with all 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. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules 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 Employment of Illinois Workers on Public Works Act, 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 Contractor if requested by the Village.

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19. Equal Employment Opportunity: The Contractor shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Contractor shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor 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 Contractor 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 Contractor shall 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 Contractor 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 Contractor 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).
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors 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 Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor and/or its subcontractors, 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 Contractor and its subcontractors 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 Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
22. Independent Contractor: It is mutually understood and agreed that the Contractor 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 Contractor or his/its employees, representatives or Subcontractor’s are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
23. Prevailing Wage Act Notice [Check box that applies]:
 The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
 The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.
 This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage

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rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24. Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor’s subcontractors.
25. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of two (2) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.
26. Standard Specifications:
- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.

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- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".
27. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,
28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.
29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
30. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.
31. Advertisement: The Contractor 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.
32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
33. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time

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due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually 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 Contractor's Proposal.

34. **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: Kevin Lehmann
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6242
Email: klehmann@orlandpark.org

To the Contractor:

Name: Pratik Patel
Construction & Geotechnical Material Testing, Inc.
60 Martin Lane
Elk Grove Village, IL, 60007
Telephone: (630) 595-1111
e-mail: pkpatel@cgmtinc.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.

35. **Illinois Freedom of Information Act:** The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then

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Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties

36. 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.
37. 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.
38. 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.
39. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
40. 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.
41. 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. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

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

Construction & Geotechnical Material Testing, Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Pratik Patel
on 2022-02-23 22:33:35 GMT

By: E-SIGNED by George Koczwar
on 2022-02-23 22:49:50 GMT

Name: Pratik Patel

Name: George Koczwar

Its Vice President & Authorized Agent

Title: Village Manager

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EXHIBIT A

[ATTACH]

Scope of Work as set forth in Contractor's Proposal dated January 25, 2022
or Village RFP, ITB, and/or Purchase Order No. RFP 22-006 dated January 26, 2022

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

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REQUEST FOR PROPOSAL

For:

SOILS AND MATERIALS TESTING AND ENGINEERING

Prepared For:



**Village of Orland Park
Office of the Village Clerk
14700 S. Ravinia Avenue
Orland Park, Illinois 60462**

**Prepared By:
CGMT, Inc.
Proposal No.: 22P0110**

Due Date: Wednesday-January 26, 2022 at 11:00 AM



Construction & Geotechnical Material Testing, Inc.

60 Martin Lane, Elk Grove Village, Illinois 60007
♦ Telephone (630) 595-1111 ♦ Fax (630) 595-1110



Construction & Geotechnical Material Testing, Inc.

60 Martin Lane, Elk Grove Village, Illinois 60007
♦ Telephone (630) 595-1111 ♦ Fax (630) 595-1110

January 25, 2022

Proposal No.: 22P0110

Village of Orland Park
Office of the Village Clerk
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

**Subject: Proposal to Provide Soils and Materials Testing and Engineering
RFP #22-006
Village of Orland Park**

Dear Mr. O'Sullivan,

Construction & Geotechnical Material Testing, Inc. (CGMT) is pleased to offer this proposal to provide construction material testing services to the Village of Orland Park for the anticipated construction season. This proposal was prepared after a review of the Request for Proposal issued by the village on January 12, 2022. We have attempted to follow the outline described in your Request for Proposal.

We understand the scope of work includes Portland cement concrete, hot mix asphalt testing, and soil testing for various village projects including public improvements construction, MFT funded projects, new development, and infrastructure construction projects.

CGMT appreciates the opportunity to offer this statement of qualification for Soils and Materials Testing and Engineering for the Village of Orland Park' various projects.

If you have any questions or if require additional information, do not hesitate to call our office at (630) 595-1111. You can also email our office at cgmt@cgmtinc.com or visit our website <http://www.cgmtinc.com>.

Respectfully Submitted,

CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.

Pratik K. Patel, P.E.
Vice President

Enclosures



Village of Orland Park – Soils and Materials Testing and Engineering
CGMT Proposal No.: 22P0110
January 25, 2022

STATEMENT OF QUALIFICATIONS1

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APPENDIX

- Appendix I: Village of Orland Parks Executed RFP**
- Appendix II: Village of Orland Park Executed Unit Rates**
- Appendix III: CGMT Certifications**
- Appendix IV: Sample Insurance**



STATEMENT OF QUALIFICATIONS

General History of Firm and General Qualifications

Construction & Geotechnical Material Testing, Inc. (CGMT) opened its' laboratory doors on August 1, 2002 to provide geotechnical and material engineering, material testing, construction inspection, reporting and laboratory services for governmental agencies, municipalities, and private clients. CGMT's engineering staff has extensive experience in providing geotechnical and material testing consulting services to many firms including municipalities. Our president, KC Patel, has over 35 years of experience. CGMT is fully qualified to provide professional material testing services to the Village of Orland Park. Our firm's capabilities are discussed below.

Geotechnical Engineering Consulting Services

CGMT has extensive experience with a wide range of public and private projects covering projects spanning from residential streets, regional and interstate highways, industrial warehouse sites, low rise and high rise residential and commercial buildings and airports. We can provide you the full range of geotechnical engineering, construction monitoring, deep foundation quality control and laboratory testing services. Our geotechnical services include:

- Subsurface explorations
- Geotechnical laboratory soils testing
- Site selection and characterization consulting
- Groundwater monitoring
- Subsurface infiltration rate measurements
- Subsurface stabilization consulting
- Pavement evaluation and design services
- Foundation design and shoring recommendations
- Slope stability analyses
- Seismic site characterization
- Forensic services

Construction Monitoring Consulting Services

CGMT has extensive experience in providing construction monitoring and testing services for hundreds of projects. Our services include

- Portland cement concrete plant and field testing
- Hot mix asphalt plant and field testing
- Shallow and deep foundation installation testing and monitoring
- Earthwork and engineered fill placement testing and observations
- Structural and reinforcing steel observation and testing
- Masonry wall construction observations
- Forensic engineering and evaluation
- Construction activity documentation services



Testing Facilities & Capabilities

All projects are served by our facilities in Elk Grove Village with a state-of-the-art QC/QA Laboratory. The formal address of our facility is 60 Martin Lane, Elk Grove Village, Illinois 60007. CGMT is a 100 % minority owned business and complies with **MBE** requirements. We are also a member of the **DBE** program. CGMT is a State of Illinois licensed Professional Design Firm, Professional Engineering Corporation, and an Illinois Department of Transportation IDOT Pre-qualified Consultant. CGMT's laboratory has been inspected and approved by the Illinois Department of Transportation (**IDOT**), AASHTO Material Resource Laboratory (**AMRL**), Cement and Concrete Reference Laboratory (**CCRL**), and U.S. Army Corp of Engineers (**Army Corp**). As part of the pre-qualification program CGMT continues to earn accreditations to further advance our professional firm. Typical tests include moisture content, dry density, unconfined compressive, moisture-density relationship testing, organic content, particle size analysis, Atterberg limits, specific gravity, and soil pH. Additional testing including triaxial shear strength, consolidation, soil resistivity and permeability can also be performed.

Firm's Demonstrated Experience

CGMT Principals have been directly responsible for civil works, IDOT and private corporate projects ranging from various transportation-related projects to commercial development across northeastern Illinois. CGMT has performed a similar scope of service for all sizes of Quality Control/Quality Assurance (QC/QA) projects for numerous municipality projects. CGMT has established a growing list of municipality QC/QA projects within municipalities like The City of Chicago, The Village of Bensenville, The Village of Brookfield, The Village of Buffalo Grove, The City of Elmhurst, The Village of Elgin, The Village of Glendale Heights, The Village of Hinsdale, The Village of Hoffman Estates, The Village of LaGrange, The Village of Libertyville, The Village of Skokie, The Village of South Elgin, The City of Wheaton, The Village of Wheeling, The City of Wood Dale and more.

To further demonstrate our ongoing success, CGMT has performed similar services in the **Village of Orland Park**. Below are a few highlighted projects of CGMT's experience in the village:

2013-2021 Neighborhood Road Program

CGMT provided consulting and testing during the construction phase to performed quality assurance management for concrete and hot mix asphalt placement on the field and plant. Testing of all materials was per IDOT Standard Specification for Road and Bridge Construction and project plans. CGMT worked with Village Engineer, Consultant and Project contract to aid in quality project completion. All activities on site were performed by qualified and experienced field engineering representative and overseen by a licensed professional engineer.

Fernway Neighborhood Road Improvements Various Phases

CGMT geotechnical engineering provided aid for subsurface exploration and engineering for the various phases of the roadway improvements in the Fernway Neighborhood. CGMT performed work in accordance to general geotechnical standards accepted in Illinois. All field services, laboratory work, and project documentation were completed by qualified engineering personnel and overseen by a licensed professional engineer.



Nature Center Drive Expansion

CGMT geotechnical engineering provided aid for subsurface exploration and engineering for widening of the existing drive and expansion of the parking area at the Nature Center. CGMT performed work in accordance to general geotechnical standards accepted in Illinois. All field services, laboratory work, and project documentation were completed by qualified engineering personnel and overseen by a licensed professional engineer.

The Point Multi-Family Building– Orland Park, IL

CGMT geotechnical engineering provided aid for subsurface exploration and engineering for new multi-story development in Orland Park, Illinois. CGMT performed work in accordance to general geotechnical standards accepted in Illinois. All field services, laboratory work, and project documentation were completed by qualified engineering personnel and overseen by a licensed professional engineer.

Dave & Busters – Orland Square Mall

CGMT provided consulting and testing during the construction phase to performed quality assurance management for soils, masonry, concrete placement and structural steel. Testing of all materials was to be in accordance to project and approved village specification. All activities on site were performed by qualified and experience engineering representatives and overseen by a licensed professional engineer.

Sheffield Highland – Orland Park, IL

CGMT provided testing and engineering during the construction phases of numerous residential construction projects required during the completion of this project. CGMT field representative acted as material engineers and consultants to aid contractor to determine appropriate soil bearing and suitability prior to placement of foundation granular fill or plastic concrete.

Charleton Highlands – Orland Park, IL

CGMT provided testing and engineering during the construction phases of numerous residential construction projects required during the completion of this project. CGMT field representative acted as material engineers and consultants to aid contractor to determine appropriate soil bearing and suitability prior to placement of foundation granular fill or plastic concrete.

Key Staff Experience/Credentials

CGMT is honored to have assembled a qualified, highly educated and trained team of engineers, technicians and support staff. They hold the appropriate degrees, licenses and certifications to perform the required Scope of Services in the State of Illinois. We have a proven record of commitment and we continue to demonstrate successful team work needed to perform the quality, reliable and professional services that our clients have come to expect. **CGMT is pleased to provide all services in-house including ownership of our own CME-45 truck mounted drill rig for geotechnical drilling operations, qualified engineers, a state of the art QA/QC laboratory and IDOT trained technicians available for all site testing needs.** Our team's strength is in their experience, understanding of the requirements and scope of a project, thoroughness, communication ability and compliance. This high standard is what will assure our qualifications to perform the Construction Inspection and Testing Service this project will require. All are committed to complete the required tasks and have the experience to back it up. Our geotechnical engineer is an Illinois registered Professional Engineer, our construction services



manager has a Level III certification for both Portland Cement Concrete and Hot Mix Asphalt. All of our field staff members have either IDOT Level I or Level II certification. CGMT does not intend to use subcontractor for this contract as our current staff is capable and ready to deliver services to the Village.

Brief narratives of our Key Staff backgrounds are provided below.

K.C. Patel – President

During his more than 30 year career, Mr. Patel has provided geotechnical engineering and construction project management services, including engineering analyses, report preparation, supervision of field staff and site field observations during all phases of construction. Mr. Patel has extensive experience in both project inspection and coordination for projects spanning transportation, infrastructure and building construction for both public and private clients.

Mr. Patel serves as principal engineer on CGMT projects, including this project. His extensive experience and exceptional judgment provides our clients an invaluable resource and excellent support for our staff.

Pratik Patel, P.E. – Vice President

During his career, Mr. Patel has managed and overseen all testing activities performed at CGMT. Mr. Patel has a broad knowledge of projects ranging from government and municipal projects to private residential and commercial development, to multi-story structures. For all municipal projects Mr. Patel serves as the project Quality Assurance/Quality Control Manager (QAQC).

Mr. Patel provides oversight and QA Management to all projects at CGMT, including this project.

Nicholas Wolff, P.E. – Sr. Geotechnical Engineer

During his year career, Mr. Wolff has managed and overseen geotechnical explorations for hundreds of projects spanning the spectrum of construction projects ranging from multifamily residential subdivisions, high rise government buildings, Interstate and US Highway road way and bridge structures, commercial, healthcare and commercial projects. Mr. Wolff also serves as a senior project engineer, providing technical oversight of material testing projects, including this project.

Blake Sloan, E.I. – Geotechnical Engineer

During his career, Mr. Sloan has managed geotechnical explorations for hundreds of projects spanning from road way and bridge structures, healthcare and commercial projects to residential development. Mr. Sloan also serves as the staff engineer, providing technical coordination and engineering of geotechnical and environmental projects, including this project.



Mitul Patel – Field Engineer/Senior Field Technician

Mr. Patel serves as the Sr. Field Technician and Field Engineer of CGMT. Mr. Patel specializes in testing and observation of plastic concrete placement, asphaltic concrete placement, earthwork, foundations, masonry, aggregate, etc. Mr. Patel assists in the management of all field and laboratory testing performed at CGMT.

Lenora Haken – Laboratory Manger

Ms. Haken serves as a QAQC Manager of CGMT for various IDOT specified projects. Ms. Haken's has over 25 years of experience in the construction material testing industry. Ms. Haken studied concrete technology and worked at an asphalt producer as a QC Manager for multiple years. Ms. Haken's background serves ideal for the requested testing services.

CGMT complies and continually pledges to take affirmative action to ensure that applicants and employees are treated without regard to their race, color religion, sex, national origin, disability or veteran status. Along with our Affirmative Action Program (AAP) we comply Equal Employment Opportunity (EEO), Occupational Safety and Health Administration (OSHA), the revised Standards of the Williams-Steiger Occupation Health and Safety Act of 1970 and the State of Illinois Department of Human Rights. Together these programs form the integral element of CGMT, Inc. policies to protect our employees and prospective applicants.

All required posters and regulations from all programs listed above, from both the Federal and State of Illinois are posted and kept up to date at our facilities. CGMT has maintained personnel records in compliance with the law since the company was established. CGMT does not presently have any agreement or contract with any trade or labor organizations.

Proposed Services/Fees

CGMT has completed the proposal prepared by the Village of Orland Park. In addition the details of CGMT's proposed costs can be found on CGMT's Table-I (Unit cost to provide material testing services) which is appended in this proposal. Reduction in fees on the order of 10 to 20 percent can often be achieved when work is performed concurrently.

Scope of Services

CGMT will provide the following services, as requested in the RFQ:

- Geotechnical Subsurface Soil Boring Exploration/Coring Services
- Portland Cement Concrete Plant Monitoring & Testing
- Portland Cement Concrete Field Monitoring & Testing
- Soil Testing & Monitoring
- Hot Mix Asphalt Plant Monitoring & Testing



Village of Orland Park – Soils and Materials Testing and Engineering

CGMT Proposal No.: 22P0110

January 25, 2022

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- Hot Mix Asphalt Field Monitoring & Testing
- Construction Material & Soils Laboratory Testing
- Limited Environmental Services
- Engineering Analysis

In order to complete these activities, CGMT will provide the following (as requested in the RFP):

- Plant monitoring, sampling and testing of Portland Cement and Hot Mix Asphalt when the contractor is placing/paving.
- Field compaction testing of Hot Mix Asphalt by the use of a nuclear density gauge whenever the contractor is placing Hot Mix Asphalt, binder and surface materials.
- Field testing of Portland Cement Concrete when contractor is placing concrete.
- Laboratory Material Testing at the request of the Village.
- All testing and documentation in accordance with the requirements of IDOT (QA/QC) specifications.
- CGMT will attend all pre-construction meetings that are required by client.
- All field activities will be documented and presented to the Client.
- All final reports prepared by CGMT will be reviewed by an engineer registered in the State of Illinois.

Scheduling

CGMT will provide personnel at the request of the Village of Orland Park when:

- CGMT is notified by the Village of Orland Park by telephone, fax or email detailing description of work, number of technicians, location of work and start time.
- If possible, CGMT would appreciate the request for personnel from the Village of Orland Park before 4:00 P.M. of the work day prior to the requested day.

Insurance

We have provided specimen certificates of insurance for your review. Upon authorization of projects, CGMT will provide you certificates of insurance that satisfy the requirements you outline in your request for proposal.

General

An itemized invoice of services performed, based on the appropriate man-hours and unit prices provided in our schedule of fees, would be provided at each billing cycle. Terms of payment for our services are net 30 days, upon your receipt of our invoice.



Village of Orland Park – Soils and Materials Testing and Engineering
CGMT Proposal No.: 22P0110
January 25, 2022
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CGMT understands the importance and accuracy of all municipality projects as all local businesses, traveling community and general public must be considered when implementing project. We thrive to be an integral part in the growth of the Village of Orland Park.

We look forward to continue a great working relationship with the Village of Orland Park.

If you have any questions or if require additional information, do not hesitate to call our office at (630) 595-1111. You can also email our office at cgmt@cgmtinc.com or visit our website <http://www.cgmtinc.com>.

Respectfully,

CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INCORPORATED



APPENDIX I

Village of Orland Park Executed RFP

PROPOSAL SUMMARY SHEET
RFP 22-006
Soils and Materials Testing and Engineering 2022-2024

Business Name: Construction & Geotechnical Material Testing, Inc. (CGMT)

Street Address: 60 Martin Lane

City, State, Zip: Elk Grove Village, Illinois 60007

Contact Name: Pratik K. Patel, P.E.

Title: Vice President

Phone: 630/595-1111

Fax: 630/595-1110

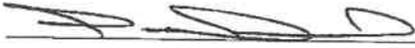
E-Mail address: pkpatel@cgmtinc.com

Price Proposal

Please submit Unit Price Sheet

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Pratik K. Patel, P.E.

Signature of Authorized Signee: 

Title: Vice President

Date: 01/25/2022

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Pratik K. Patel, as Vice President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of CGMT, Inc., 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.#: 36-4460168
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation Illinois June 20, 2001
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL 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."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) **TAX CERTIFICATION:** Yes No

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.

6) **AUTHORIZATION & SIGNATURE:**

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

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer
Pratik K. Patel

Name of Authorized Officer
Vice President

Title
01/25/2022

Date

REFERENCES

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

Bidder's Name: CGMT, Inc.
(Enter Name of Business Organization)

1. ORGANIZATION Village of Orland Park
ADDRESS 15655 Ravinia Avenue, Orland Park, Illinois 60462
PHONE NUMBER 708/403-6350
CONTACT PERSON Mr. Kevin Lehmann
YEAR OF PROJECT 2013-2021

2. ORGANIZATION Village of Skokie
ADDRESS 5127 Oakton Street , Skokie, Illinois 60077
PHONE NUMBER 847-933-8231
CONTACT PERSON Mr. Russ Rietveld, P.E.
YEAR OF PROJECT 2018-2021

3. ORGANIZATION Village of Hoffman Estates
ADDRESS 1900 Hassell Road, Hoffman Estates, Illinois 60169
PHONE NUMBER 847-252-5807
CONTACT PERSON Mr. Alan Wenderski, P.E.
YEAR OF PROJECT 2013 / 2017 / 2019



ORLAND PARK

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing current coverage's

WORKERS' COMPENSATION & EMPLOYER LIABILITY

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

AUTOMOBILE LIABILITY (ISO Form CA 0001)

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

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

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: ISO CG 20 10 or CG 20 26 and
CG 20 01 Primary & Non-Contributory
Waiver of Subrogation in favor of the Village of Orland Park



PROFESSIONAL LIABILITY

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval



UMBRELLA LIABILITY (Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability



UMBRELLA/EXCESS PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval



BUILDERS RISK

Completed Property Full Replacement Cost Limits -
Structures under construction



ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

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



CYBER LIABILITY

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

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required 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, Nicole Merced, Purchasing Coordinator, 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 ON 1/25/2022



Signature

Pratik K. Patel, P.E.

Printed Name

Vice President

Title

Authorized to execute agreements for:

CGMT, Inc.

Name of Company

Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.



ORLAND PARK

RFP 22-006

Soils and Materials Testing and Engineering 2022-2024

PROJECT DETAILS

Scope of Services

The scope of services under this contract include: soil sampling of excavated spoils material (typically from utility repair digs), soil borings for pavement subgrade analysis and/or existing pavement thickness, and concrete + asphalt materials testing and engineering reports in connection with public improvements construction, MFT funded projects, new construction and infrastructure maintenance projects.

Services are to be performed for the Department of Public Works and/or the construction services engineering firm performing construction inspection on behalf of the Department of Public Works. Therefore, requested services are also to be scheduled by a third party designee performing construction services for various public improvement projects.

All work shall be performed in accordance with the latest editions of the following: Illinois Department of Transportation "Manual of Test Procedures for Materials", AASHTO "Standard Specifications for Transportation Materials and Methods of Sampling and Testing", and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways".

Deliverables

The Proposer shall furnish all personnel and testing equipment necessary to carry out the testing and engineering services in accordance with the policies and procedures of the Village of Orland Park.

- Provide Comprehensive Quality Assurance (QA) for the Village in QC/QA construction contracts for hot mix asphalt and Portland cement concrete.
- Concrete and hot mix asphalt plant proportioning analysis
- Mix designs – review, verification, and selection
- Soil and pavement compaction testing and analysis
- Aggregate certification, conventional and AGCS
- Aggregate gradation and durability analysis
- Concrete strength analysis
- Hot mix asphalt void and gradation analysis
- Clean Construction and Demolition Debris (CCDD) sampling, analysis, and reporting for projects involving excavation of Non-Special Waste
- Special Waste plans and report preparation for projects in areas known to be contaminated
- Reporting and documentation per IDOT requirements
- Certified Technician Services – field and plant
- Soil boring services
- Pavement coring services
- Laboratory testing of construction materials
- Laboratory testing of geotechnical samples
- Traffic Control and protection for boring, coring and related work



ORLAND PARK

RFP 22-006

Soils and Materials Testing and Engineering 2022-2024

The Proposer shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Consultant's policies and decisions with respect to the work covered by this Agreement.

Qualifications

The Proposer shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the Village. The Proposer shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the Village. The Proposer's key personnel shall be identified in writing (Name and Title at a minimum). Any change of Key Personnel must be approved in writing by the Village.

The Proposer shall provide a Quality Control/Quality Assurance (QC/QA) Plan and shall submit to the Village a statement in writing that it is in compliance with its QC/QA plan upon the request of the Village. The Proposer may modify its QC/QA, subject to prior written approval by the Village. The QC/QA should address equipment calibration, equipment maintenance, non-conforming work, sample management procedures, proficiency sample program/on-site inspection, and external technical complaints.

The Proposer shall endorse and seal all final engineering reports and any forms or documents requiring certification as applicable. Such endorsements must be made by a person duly registered in the appropriate category by the Department of Professional Regulation of the State of Illinois, being in full employ of the Proposer and responsible for the portion of the professional services for which registration is required.

Safety Requirements

The Proposer shall enforce the following safety requirements throughout the course of the contract as to its own agents and employees, and as to the agents and employees of any subcontractor and such requirement shall be made a part of any subcontractor agreement:

- Individuals engaged in ground level field activities on or within 25 feet (25') of a pavement open to traffic shall wear high visibility vests or equivalent high visibility outer garments. Flaggers shall wear high visibility vests at all times;
- Individuals shall wear protective hard-hats/caps when they are in an area where there is a potential for injury from falling, moving, swinging or flying objects;
- Safety-toe footwear shall be worn by the individuals engaged in operations where the danger of injury to the foot may occur; and
- Individuals shall wear appropriate clothing for the work to be performed, including shirts, when in public view.

Documentation

The proposed pricing for all testing shall include associated summaries or geotechnical reports. If requested, the Proposer shall furnish the Village a reasonable number of original prints,



RFP 22-006

Soils and Materials Testing and Engineering 2022-2024

otherwise electronic Adobe pdf format shall be considered an acceptable document submission, of all necessary reports, documents, and plans, as determined by the Village, including the following (if applicable):

- Mandatory Weekly Reports (summary email is sufficient)
- Meeting Minutes
- Pay Estimates
- Change Orders
- Field Directives
- Correspondence with the Contractor
- Materials Reports
- Laboratory Testing Reports
- Summary Reports
- Final Inspection Reports
- Final Record Drawings
- Other documentation as required to provide a complete final project closure.

The Proposer shall submit a progress report each month the contract is in force, which shall include the following items:

- A summary of the Proposer's project activities, and any sub-consultant project activities that have taken place during the invoice period.
- A summary of the Proposer's project activities and any sub-consultant project activities that shall take place during the next invoice period.
- A list of outstanding items due to or from the Village

No Material Testing invoices will be paid until all reports or summaries have been provided.

A formal proposal summary from the Proposer shall be included in response to the RFP Scope of Work. The supporting Required Submission Documents of this RFP, including the itemized Unit Price Sheet, must be completed in full and signed by an officer with authority to execute contracts.

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, exceed the proposed amount. Said price shall be the total compensation for Contractor'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 Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Contractor be entitled to receive more than the proposed amount and this amount includes all costs incurred by Contractor 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



ORLAND PARK

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Soils and Materials Testing and Engineering 2022-2024

conditions, and errors or omissions made by 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 Contractor 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 Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the proposed amount. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the proposed amount agreed to by the Contractor.



ORLAND PARK

RFP 22-006

Soils and Materials Testing and Engineering 2022-2024

GENERAL TERMS AND CONDITIONS

Assignment

The successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

Award

Award of the contract is subject to Village Board approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

Compliance with Laws

The Proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract. Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. Proposers and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Proposers are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Proposers are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality

As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Proposer in response to this RFP will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFPs, where applicable, a Proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract

Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Proposer. In order to receive said Notice, the successful Proposer shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Proposer if these documents are not submitted to and approved by the Village within ten (10) days



ORLAND PARK

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Soils and Materials Testing and Engineering 2022-2024

of notice of proposal award. *Section III* includes a sample standard contract, subject to modifications, that the successful Proposer will be required to enter into with the Village within ten (10) business days of notice of proposal award (hereinafter referred to as the "Contract"). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Incurred Costs

The Village will not be liable in any way for costs incurred by Proposers in replying to this RFP.

Indemnification

The successful Proposer shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, officials, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Proposer, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Proposer, its officers, agents and/or employees arising out of, or in performance of any of the Contract provisions, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, officials, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

Insurance

The successful Proposer shall produce and maintain for the term of the Contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements certification in *Section III* of this RFP. **Proposers must sign and submit with the proposal, the Insurance Requirements in *Section III* of this RFP, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Proposer. By signing this form, Proposers certify that in the event the Proposer does not already have the required insurance coverages in place, the Proposer has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Proposer within ten (10) days after the date of the Notice of Award of the**



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RFP 22-006

Soils and Materials Testing and Engineering 2022-2024

Contract. Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed. Proposers have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Proposer may incur as a result of obtaining said required coverage's. Proposers also represent that they have taken the insurance requirements into account and at Proposers' sole discretion, has factored this into the proposal prices submitted. The successful Proposer is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount proposal, as a result of any expense the successful Proposer may incur to satisfy the obligations required herein.

Length of Contract

The term of the services contract herein granted shall be three (3) years commencing on the date of contract signing, with the option to renew for two (2) additional years, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract.

Negotiations

The Village reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Project. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the Proposer during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.



APPENDIX II

Village of Orland Park Executed Unit Rates



ORLAND PARK
Unit Price Sheet
RFP 22-006

Soils and Material Testing and Engineering 2022-2024

The undersigned, having become familiar with the Documents and Specifications on file in the office of the Owner as designated in the Request for Proposal, hereby 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 and the work described in the following schedule in connection with the soils and material testing and engineering associated with the Village of Orland Park road

ITEM	DESCRIPTION - Personnel	Unit Price - (Per Hour)
1	Material Tester I / Level 1 ACI, HMA Technician (4 hrs. Min./Day)	82.50
2	Material Tester 2 / Level 2 PCC, HMA, Soil Technician (4hrs. Min./Day)	85.50
3	Prevailing Wage Administrator	45.00
4	Field Engineer	77.00
5	Staff (graduate) Engineer	85.00
6	Project Engineer or Materials Consultant, P.E.	95.00
7	Geotechnical Engineer	85.00
8	Principal Engineer	125.00

ITEM	DESCRIPTION - Laboratory Testing - Soils and Backfill	Unit Price - (Per Test)
1	Aggregate Gradation – Washed Sieve Analysis ASTM C 117	80.00
2	Aggregate Gradation – Mechanical Analysis ASTM C 136	75.00
3	Aggregate Gradation – Bulk Density & Voids ASTM C 29	40.00
4	Soils Gradation, Combined Sieve & Hydrometer	150.00
5	Atterberg Limits	85.00
6	Moisture-Density Relationship ASTM D 698 (Std. Proctor Test)	145.00
7	Moisture-Density Relationship ASTM D 1557 (Mod. Proctor Test)	155.00
8	Illinois Bearing Ratio, w/Moisture-Density, AASHTO T 193 IL Modified	400.00
9	Unconfined Compressive Strength of Undisturbed Soil Samples: Rimac (IDOT) Method	See below
	Stress-Strain Curve, ASTM D 2166	10.00
10	Moisture Content of Soil/Aggregate, ASTM D 2216/566	55.00
11	Total Organic Matter by Wet Combustion Method, AASHTO T 194	5.00
12	pH of Soil, ASTM D 4972	85.00
		35.00

ITEM	DESCRIPTION - Concrete and Masonry	Unit Price - (Per Test)
1	Compressive Strength Tests of Concrete Cylinders (Including curing & expendable supplies). <i>Note: Pick-up cost separate under Misc. Services below.</i>	15.00
2	Compressive Strength Tests of Concrete Cylinders (including expendable supplies). <i>Note: Curing performed by others & pick-up cost separate under Misc. Services below.</i>	15.00
3	Compressive Strength of Grout Cylinders (3"x6") or Mortar Cubes (2"x2") including molds, supplies, curing. <i>Note: Pick-up cost separate under Misc. Services below.</i>	18.00
4	<i>below.</i>	50.00

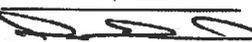
ITEM	DESCRIPTION - Hot Mix Asphalt	Unit Price - (Per Test)
1	Theoretical Maximum Density	85.00
2	Asphalt Content by Reflux Extraction with Gradation	150.00
3	Asphalt Content by Ignition Oven with Gradation	140.00
4	Bulk Specific Gravity of Gyrotory Specimen (set of two) and Air Voids	85.00
5	Tensile Strength Ratio- Per Mix	125.00
6	Core Density and Thickness- Lab Test	40.00

ITEM	DESCRIPTION - Field Sampling	Unit Price - (Per Test)
1	Mobilization of Core Rig and Personnel	145.00
2	Bituminous Pavement Core: 4" diameter, including 1 subgrade sample with water content, dry unit weight, patch hole	165.00
3	Concrete pavement Core: 4" diameter, including 1 subgrade sample with water content, dry unit weight, patch hole	165.00
4	Mobilization of Drill Rig and Personnel	500.00
5	Subgrade Soil Probe: 5 ft. deep, including sampling at 2.5' intervals with water content, dry unit weight	125.00
6	Subgrade Soil Probe: 10 ft. deep, including sampling at 2.5' intervals with water content, dry unit weight	205.00

ITEM	DESCRIPTION - Miscellaneous Services	Unit Price - (Per Test)
1	Provide Correlated Nuclear Gauge On Job Site (daily flat fee)	35.00
2	Concrete Cylinder Pick-Up (dedicated trip)	95.00
3	Phase One Environmental Site Assessment: CCCD Sampling and Testing of Village Utility Repair Excavation Stockpile Located at Bulk Material Storage Site 16401 S. 108th Avenue	1,100.00

Proposer: Pratik K. Patel, PE

Firm Name: CGMT, Inc.

Signed: 

Title: Vice President

Dated: 1/25/2022



APPENDIX III

CGMT Certifications



APPENDIX IV

Sample Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

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 any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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 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:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance shown in the declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT -
COMPLETED OPERATIONS**

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 any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional Insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "yourwork.. performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

8. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be Imputed to the Additional Insured by virtue of the conduct of the Named Insured.

C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This Insurance does not apply to:

- 1.** "Bodily injury", "property damage" or "personal and advertising Injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
 - b.** Supervisory, Inspection, architectural, or engineering activities.
- 2.** Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other Insurers that may provide coverage to the additional Insured, whether contingent, excess or primary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement.

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

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS
ENDORSEMENT**

Policy Number: 83 WEC AB8YMH

Effective Date: 09/04/21

Named Insured and Address:

Effective hour is the same as stated on the Information Page of the policy.

Construction and Geotechnical Material Testing, Inc.

60 MARTIN LN

ELK GROVE VILLAGE IL 60007

Endorsement Number:

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.