

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0545

Innoprise Contract #: C13-0098

Year: 2013

Amount: \$140,000.00

Department: PW - John Ingram

Contract Type: Professional Engineering

Contractors Name: H.W. Lochner, Inc.

Contract Description: 159th Street Water Main Improvements - Engineering

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, Illinois 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

October 31, 2013

Mr. Justin Miller
H.W. Lochner Inc.
225 West Washington St., 12th Floor
Chicago, Illinois 60606

RE: *NOTICE TO PROCEED*
159th Street Water Main Improvements

Dear Mr. Miller:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of October 21, 2013. The contact for this project is John Ingram at 708-403-6104.

The Village has processed Purchase Order #13-003065 for this contract/service and faxed this to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated October 14, 2013 in an amount not to exceed One Hundred Forty Thousand and No/100 (\$117,018.29 plus \$22,981.71 contingency) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

Encl:
CC: John Ingram

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, Illinois 60462
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VILLAGE HALL

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October 15, 2013

Mr. Justin Miller
H.W. Lochner, Inc.
225 West Washington Street, 12th Floor
Chicago, Illinois 60606

NOTICE OF AWARD – 159th Street Water Main Improvements

Dear Mr. Miller:

This notification is to inform you that on October 7, 2013, the Village of Orland Park Board of Trustees approved awarding H.W. Lochner, Inc. the contract in accordance with the proposal you submitted dated September 6, 2013, for 159th Street Water Main Improvements engineering services for an amount not to exceed One Hundred Seventeen Thousand Eighteen and 29/100(\$117,018.29) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by October 30, 2013.

1. Enclosed is the Contract for 159th Street Water Main Improvements. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please fill out the Certifications and return them directly to me.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Certifications, and Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,


Contract Administrator

cc: John Ingram

VILLAGE OF ORLAND PARK
159th Street Water Main Improvements
(Agreement for Professional Engineering Services)

This Agreement is made this **14th day of October, 2013** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and H.W. Lochner (hereinafter referred to as the "ENGINEER").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the ENGINEER (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Agreement shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Agreement takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Agreement, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Agreement's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Agreement shall be in full force and effect in their unaltered condition.

This Agreement

The Terms and Conditions

The Proposal dated September 6, 2013, as it is responsive to the VILLAGE's requirements

All Certifications required by the Village

Certificates of Insurance

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

Provide professional engineering services to construct water main in conjunction with the Illinois Department of Transportation (IDOT) reconstruction of 159th Street from Will-Cook Road to Ravinia Avenue. These services are to include services to adequately relocate the Village's existing facilities found to be in conflict with the proposed roadway improvements. See proposal for complete scope of work as requested by the Village of Orland Park

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

TOTAL COST: an amount not to exceed One Hundred Forty Thousand and No/100 (\$140,000.00) Dollars (\$117,018.29 plus \$22,981.71 contingency)

SECTION 3: ASSIGNMENT: ENGINEER shall not assign the duties and obligations involved in the performance of the SERVICES which is the subject matter of this Agreement without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Agreement shall commence on the date of execution. The SERVICES shall commence upon receipt of a Notice to Proceed and continue expeditiously from that date until final completion. This Agreement shall terminate upon completion and acceptance of the work, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Agreement with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The ENGINEER shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from third party lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, to the extent caused or allegedly caused by the negligence of the ENGINEER, 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 ENGINEER, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ENGINEER 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 ENGINEER 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 ENGINEER 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.

In no event shall either party, its affiliates, officers, directors, employees, agents, or shareholders be liable for any incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, and lost opportunities, arising from ENGINEER'S SERVICES or VILLAGE'S obligations under this Contract.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the ENGINEER in compliance with the AGREEMENT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: ENGINEER agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: ENGINEER hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the ENGINEER and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The ENGINEER shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. ENGINEER 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. ENGINEER and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The ENGINEER shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the SERVICES.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt. to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the ENGINEER:

Justin Miller
H.W. Lochner Inc.
225 West Washington St., 12th Floor
Chicago, Illinois 60606
Telephone: 312-994-9741
Facsimile: 312-372-5974
e-mail: jwmiller@hwlochner.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The ENGINEER'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the ENGINEER shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The ENGINEER shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: ENGINEER shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or

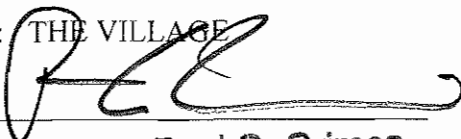
relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

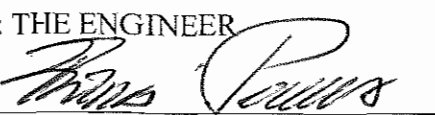
This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE
By: 

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 10/23/13

FOR: THE ENGINEER
By: 

Print Name: Frank J. Powers

Its: Senior Vice President

Date: October 17, 2013

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

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

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

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

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

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

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

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

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

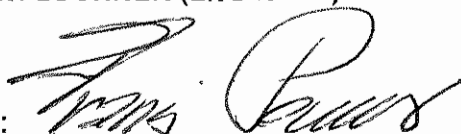
determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

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

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

H.W. LOCHNER (ENGINEER)

By: 
Officer

October 17, 2013
Date

Print Name: Frank J. Powers

VILLAGE OF ORLAND PARK

By: 
Officer

10/23/13
Date

Paul G. Grimes
Print Name: Village Manager

LOCHNER

Corporate Signing Authority – Fiscal Year 13-14

H. W. Lochner, Inc.

The Board has approved the following corporate signing authorities effective July 1, 2013.

1. The following individuals are hereby acknowledged as Officers of the corporation and are authorized to execute contracts and bonds in the name and on behalf of said company subject to the limitations contained in 1A and 1B below, and such execution of any contract or obligation in this company's name on its behalf by such individual, shall be valid and binding upon this company.

Harry W. Lochner, Jr.	Chairman, Treasurer
James W. Bishop	President and CEO
Roy D. Bruce	Senior Vice President
Jeanne T. Cormier	Senior Vice President
Charles F. Craycraft	Senior Vice President
Kevin D. Newman	Senior Vice President
Frank J. Powers	Senior Vice President
Tyler P. Robirds	Senior Vice President
Phillip E. Russell	Senior Vice President
Stephen G. Lewis	Vice President
David A. Twiddy, Jr.	Vice President

- A. For contracts, subcontracts, amendments, change orders, or bonds exceeding \$4,000,000 in value, the Chairman or President shall execute them or with written authorization from the Chairman or President any of the above listed officers may execute them on behalf of the company.
 - B. All foreign client contracts, joint venture agreements, individual consultant, leases for non-project real property and any claim settlements shall be approved and/or executed by the Chairman or President.
2. The following are empowered in their role as corporate officers to execute documents as Secretary and Assistant Secretary on behalf of the organization:

Barbara Clemens-Novak	Secretary
John Cook	Vice President - Assistant Secretary

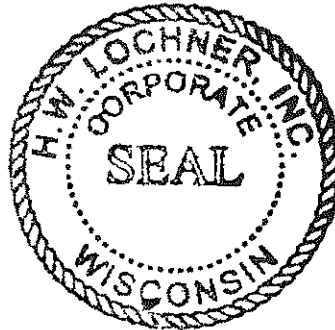
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 3. Those individuals acknowledged as Vice Presidents of the corporation are authorized to execute contracts and bonds in the name and on behalf of said company subject to a maximum amount of \$1 million. They are also authorized to sign supplements to existing contracts or agreements which relate to scope of work, extension of time or increase in total contract cost, up to a maximum of \$1 million.
- -
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 - A. They are also authorized to sign agreements with other firms who are acting as subconsultants to H. W. Lochner, Inc. provided the Subconsultant Agreement document is in substantial accordance with the standard form approved at that time by H. W. Lochner, Inc.

- B. They are authorized to sign Subconsultant Agreements where H. W. Lochner, Inc. will serve as a Subconsultant to another firm where the total fee of the Subconsultant Agreement does not exceed \$1 million. For such agreements with values over \$1 million, paragraph '1' above shall apply.
4. The Director of Finance has authority to do the following:
- Sign office space leases, auto leases, and equipment leases with concurrence of the Chairman or President, and the concerned office manager in the case of office leases.
 - Initiate routine bank loan actions to manage cash flow, with concurrence of the Chairman or President.
 - Transfer 401(k) funds into appropriate accounts.

I hereby certify that I am the Secretary of H. W. Lochner, Inc., that the above-named individuals are the elected Officers as indicated of said company, and that the above authority, including contract authority for Vice Presidents and Senior Associates has not been amended or rescinded and remains in full force and effect as of this date.

10/17/13
Date

Barbara Clemens Novak
Secretary



PROJECT UNDERSTANDING

We understand that The Village of Orland Park (Village) seeks professional engineering services to provide construction plans and specifications to construct water main in conjunction with the Illinois Department of Transportation (IDOT) reconstruction of 159th Street from Will-Cook Road to Ravinia Avenue. These services are to include services to adequately relocate the Village's existing facilities found to be in conflict with the proposed roadway improvements.

The proposed water main will connect to two existing water mains located just west of the Norfolk Southern Railroad (Metra) tracks and near the western property line of the existing Costco amounting to approximately 4,000 lineal feet. Due to the poor soil conditions found between the railroad tracks, extensive geotechnical analysis is proposed. Permitting activities will include permits through the Illinois Environmental Protection Agency (IEPA) for a municipal water main extension and any sanitary or water main relocations and with Metra for the water pipeline permit underneath the railroad. The crossing of Marley Creek / 104th Avenue and the railroad tracks are anticipated to be completed through trenchless construction with casing pipes. The engineering services shall also consider construction alternatives to pile supported water mains.

The project development is intended to coincide with the IDOT project timeline for its incorporation into the IDOT construction documents and letting process. Applicable IDOT standards, forms and CAD standards shall apply to this project except for those Village standards that may be more conservative in nature.

PROJECT APPROACH

Major tasks, activities, and submittals by the Lochner team, subject to Village review and approval will include the following:

Phase II Project Design

- Coordination and Meetings
 - Coordinate with the Village, IDOT, Metra, IEPA and any other Jurisdictional Governing Entities or stakeholder agencies which may have involvement with this project
 - Meetings as warranted (4 meetings included, 2 people, 4 hours each with documentation provided)
- Geotechnical Investigation and Analysis (Please refer to scope of services by Geo Services for complete description of Geotechnical services proposed)
 - Geo Services will conduct a minor supplemental investigation to supplement investigation supplied by IDOT
 - Geo Services will conduct an analysis of the existing soil conditions and provide recommendations for suitable treatments to provide suitable soil conditions for the water main
- Schematic Plan
 - A Schematic Plan will be developed using the results of the geotechnical investigation and the initial schematic drawing previously provided by the Village
 - The schematic plan will be transmitted to the Village for review prior to a meeting with the Village to finalize the approach towards the final design

- **Structural Design**
 - The inclusion of pile supports in the final design is anticipated to require four (4) structural sheets in the plans including one pile schedule, two plan view sheets and one detail sheet
- **Plans, Specifications and Estimates**
 - The plans, specifications and estimates will be developed for inclusion into the IDOT roadway plans for 159th Street (IDOT Contract 60L72)
 - Upon concurrence on the final design based upon the schematic plan, plans, specification and estimates will be prepared for inclusion to the IDOT roadway plans
 - Three (3) plan and profile sheets (at 1"=50' scale)
 - One (1) detailed Water Main layout sheet to show up to four (4) detailed views of proposed connections and boring pits
 - Inclusion of water main in the IDOT Drainage and Utility plans and Cross sections (Stage 1, 2 and 3 cross sections for four (4) plans sheets and approximately 53 cross sections)
 - Water Main construction detail sheets (3)
 - We anticipate that up to four (4) special or modified details will be required in the construction plans (one sheet)
 - Relocation Plans are to be included
 - Due to the current IDOT project schedule, the Plans, Specifications and Estimates for the Pre-Final submittal will be submitted for review to IDOT and the Village concurrently
 - The Final Plans will be submitted to the Village for final approval prior to inclusion to the IDOT Final Plan submittal
 - Estimates will be provided at the Pre-Final and Final plan submittals
- **Permitting**
 - Permit submittals are anticipated with the IEPA and Metra
 - Permit submittals are to be submitted two weeks after receipt of Village Comments regarding the Pre-Final plans
- **Project Administration** - Throughout the work phases, we will provide project management and overall administration services for the project consisting of, but not limited to, the following:
 - Maintain Project Schedule, Budget and Invoicing
 - Coordinate the work of the various disciplines and subconsultant
 - Attend Project Meetings as Warranted
 - Quality Control / Quality Assurance
 - Prepare a project specific QC/QA plan after refining scope with City.
 - QA procedures would be conducted during milestone points during all phases of the project.
 - QC procedures are to ensure that the plans and documents are clear, complete as appropriate to the project phase, consistent, free of errors, and that the concept is sound. This is ongoing throughout the project.

LIMITATIONS/ASSUMPTIONS

The scope is based upon our knowledge of this project as discussed through our previous correspondence. The limitations and assumptions below have been made in the preparation of this proposal in order to present the most pertinent scope of work.

- IDOT has made all roadway project soil borings and CAD drawings available to the Village for its use in the Water Main project
- The Village will provide comments on the schematic plan, pre-final and final plans
- The design will utilize the field survey conducted by IDOT
- The Village will provide pertinent water and sanitary system, as needed, information for IEPA permitting
- Permitting through the United States Army Corps of Engineers (USACE) for Section 404, IEPA for Section 401 water quality and IDNR for Floodway Construction is not included within this scope
- Relocations and adjustments to existing Village utilities (Water Main, Sanitary Sewer and Sanitary Force Main) are anticipated to be local to the conflicts and system relocations are not included within this scope

DELIVERABLES

The following list of deliverables has been developed with consideration to the timing of the IDOT roadway submittal schedule.

- Abbreviated Geotechnical Report
- Schematic Plan
- Pre-Final Submittal (to Village and IDOT concurrently)
 - Proposed Water Main Plan & Profile, Specifications and Estimate
 - Relocation Plan sheets
- Final Submittal (To Village for final review)
 - All Plans, Specifications and Estimates

COST ESTIMATE

Based upon the scope detailed above, we propose to complete this work for a not-to-exceed fee of \$117,018.29. Please refer to attached Cost Estimate of Consultant Services for detailed breakdown of labor and direct costs.

VILLAGE OF ORLAND PARK
159th STREET WATER MAIN IMPROVEMENTS
TASK BREAKDOWN FOR INCLUSION TO IDOT CONTRACT NUMBER 60L72

Task	Sheets	Manhours
<i>New Water Main Design</i>		
Meetings and Coordination with Village of Orland Park		48
- Kickoff Meeting/Workshop (at IDOT) (1 meeting)		
- 3 Meetings (2 people, 4 hours each, documentation)		
- General Coordination		
- Railroad Coordination		
Preliminary Schematic for initial review and coordination, location options evaluated		80
Water Main Plan and Profiles		120
- 1"=50'	3	
Water Main Layout Detail Sheet (Detailed views of connections to ex. W.M. and boring areas, 4)	1	40
Inclusion to plans to Drainage and Utility plan and cross sections of the IDOT plan set (Stage 1, 2 and 3)	4 (Plans), 53 (XS)	48
Special Provisions		40
Geotechnical Analysis (assumes use of IDOT boring information and minor additional field exploration)		41
Detail Sheets (Anticipate 3 sheets using Village details)	3	18
Modified Village/Lochner Details (Not all Village standard details may apply, assuming 4 may be needed)		32
IEPA Water Permit		16
Railroad Pipeline Permit		24
Construction Cost Estimate		8
Quantity Calculations and Schedule of Quantities		48
Sub-Total		563
<i>Existing Utility Conflict Resolution (Existing Water Main and Sanitary Sewers)</i>		
Conflict Resolution - Evaluate and resolve existing sanitary, water and force mains for conflict with highway plans		80
Inclusion of design into IDOT plan set	6	48
Construction Cost Estimate		8
Quantity Calculations and Schedule of Quantities		24
Sub-Total		160
Administration		36
QA/QC		36
Grand Total		795

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME H.W. Lochner, Inc.
PRIME/SUPPLEMENT Prime

DATE 09/06/13
PTB NO.

CONTRACT TERM 9 MONTHS
START DATE 10/1/2013
RAISE DATE 7/1/2014

OVERHEAD RATE 168.78%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

10/1/2013 - 7/1/2014

9
9

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

PAYROLL RATES

FIRM NAME H.W. Lochner, Inc. DATE 09/06/13
PRIME/SUPPLEMENT Prime
PSB NO. _____

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$80.35	\$80.35
Project Manager	\$53.64	\$53.64
Senior Structural Engineer	\$60.82	\$60.82
Project Engineer	\$46.95	\$46.95
Structural Engineer	\$31.75	\$31.75
Engineer	\$34.01	\$34.01
CAD Technician	\$29.24	\$29.24
Clerical	\$33.87	\$33.87
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME H.W. Lochner, Inc.
PRIME/SUPPLEMENT Prime
PSB NO. _____

DATE 09/06/13

NAME	Direct Labor Total	Contribution to Prime Consultant
Geo Services, Inc.	1,733.25	173.33
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	1,733.25	173.33

DF-824-039
REV 12/04
09/06/13

DATE _____

Printed 9/6/2013 1:37 PM

SHEET **1** **OF** **2**

Printed 9/6/2013 1:38 PM

AVERAGE HOURLY PROJECT RATES

FIRM H.W. Lochner, Inc.
PSB _____
PRIME/SUPPLEMENT Prime

DATE 09/06/13

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Administration			QA/QC						Direct Costs								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	80.35	8	22.22%	17.86	4	11.11%	8.93												
Project Manager	53.64	28	77.78%	41.72	32	88.89%	47.68												
Senior Structural Eng	60.82																		
Project Engineer	46.95																		
Structural Engineer	31.75																		
Engineer	34.01																		
CAD Technician	29.24																		
Clerical	33.87																		
TOTALS		36	100%	\$59.58	36	100%	\$56.61	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

Estimate of Direct Costs

159th Street Water Main Improvements

Village of Orland Park, Illinois

JOB NO. D-91-011-11

PTB 157, ITEM 005

Mileage

Project Meetings

4 meetings @ 75 miles/meeting x \$0.51/mile x 2 people

	\$	306.00
Total Mileage	\$	306.00

Prefinal Plan Submittal

Estimate 10 sheets x \$0.25 x 25 sets (11" x 17" size)

\$ 62.50

Estimate 10 sheets x \$1.25 x 5 sets (full size)

\$ 62.50

Specifications - Estimate 20 sheets x \$0.13 x 25 sets

\$ 65.00

Total Prefinal Plan Submittal	\$	190.00
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Final Plan Submittal

Estimate 15 sheets x \$0.25/sheet x 25 sets (11" x 17" size)

\$ 93.75

Estimate 15 sheets x \$1.25/sheet x 5 sets (full size)

\$ 93.75

Specifications - Estimate 20 sheets x \$0.13 x 25 sets

\$ 65.00

Total Prefinal Plan Submittal	\$	252.50
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Check and Working Prints

Estimate 10 sheets x \$1.25/sheet x 10 sets

\$ 125.00

Total Check and Working Prints	\$	125.00
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Photocopying

Final Quantity Calculations Estimate 40 sheets x \$0.13/sheet x 4 sets

\$ 20.80

Misc. Photocopies for Correspondence, etc. 1,000 sheets x \$0.13/sheet

\$ 130.00

404 Permit Color Pictures

\$ 150.00

Total Photocopying	\$	300.80
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Deliveries

Typical Overnight Deliveries 5 each x \$30.00/delivery

\$ 150.00

Total Deliveries and Film Processing	\$	150.00
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TOTAL ESTIMATED DIRECT COSTS	\$	1,324.30
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* - In-House Direct Cost

SCOPE OF SERVICES - GEO SERVICES INC.

**159th Street Water Main Installation
From East of the Metra Railroad to West of Ravinia Avenue
Cook County, Illinois
For the Village of Orland Park
In conjunction with IDOT Project: D91-011-11 (PTB157 / Item 005)**

Geotechnical Services

1. Project Description

The project includes engineering services for a proposed water main of approximately 4,000 linear feet along 159th Street (US Route 6/IL Route 7) west of the Metra Railroad and west of Ravinia Avenue (Station 406+50).

The engineering portion of this project will be funded by the Village of Orland Park; however the construction portion of this will be in conjunction with the IDOT project D91-011-11 (PTB157/Item005). It has been approved that the field exploration data and boring logs may be used from the geotechnical reports issued for the IDOT project D91-011-11, therefore supplementing the field exploration in this scope.

2. General

All of the Geotechnical work will be performed in accordance with the Geotechnical Manual, the IDOT All Geotechnical Manual Users Memorandum 05.2 (AGMU 05.2) dated September 26, 2005. All necessary laboratory tests will be performed in an AMRL certified laboratory. This scope does not include any environmental work.

3. Field Investigations

Proposed boring locations are not known and will be determined at a later date. The proposed drilling scope is summarized on the following table:

Project Element	Drilling Scope
Structures	
4 Valve Vault	-4 Structure borings to a depth of 20 feet Borings near proposed vault locations (to be determined) 4 ATV borings
Mainline	
Water Main Approximately 4,000 feet	-4 Survey borings to 10 feet Borings spaced out between existing IDOT boring logs 4 ATV mounted borings

Soil samples will be obtained at 2.5-ft sampling intervals to a depth of 20 feet for the vaults and to a depth of 10 feet for the survey borings. Work hours are estimated during day-time hours (9AM to 3PM), Monday through Friday.

4. Laboratory Testing

Moisture content tests will be performed on all samples recovered. Particle size and index property tests will be performed on representative portions of the samples to assist with soil classification and liquefaction analysis. Organic content tests will be performed on representative portions of the organic soils. Provisions have also been included in the scope for special testing (consolidation, if needed) at a select location as needed to support analysis and recommendations. Special testing will be performed based on conditions encountered and design criteria needs.

5. Geotechnical Report

One abbreviated geotechnical report will be provided. Below is the detailed information that will be included but not limited to in the abbreviated geotechnical report.

1. Soil conditions
2. Ground water elevations
3. Site preparation recommendations
4. Foundation recommendations
5. Lateral earth recommendations
6. Copies of boring logs, test results and location diagram
7. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

Soil profiles will not be prepared for structures or the mainline water main. Electronic plan base sheets shall be prepared by HW Lochner for GSI's use in preparing soil location plans.

PAYROLL ESCALATION TABLE **FIXED RAISES** **NEW FORMULA**

FIRM NAME Geo Services, Inc.
 PRIME/SUPPLEMENT PRIME

DATE 09/06/13
 PSB NO. _____

CONTRACT TERM 9 MONTHS
 START DATE 10/1/2013
 RAISE DATE 7/1/2014

OVERHEAD RATE 202.02%
 COMPLEXITY FACTOR 0
 % OF RAISE 3.00%

ESCALATION PER YEAR

<u>10/1/2013</u> - <u>7/1/2014</u>				
<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>
<u>9</u>				

= 100.00%
 = 0.0000

The total escalation for this project would be: 0.00%

DF-824-039REV 12/04

09/06/13

202.02%

0

TOTALS

100.00%

AVERAGE HOURLY PROJECT RATES

FIRM Geo Services, Inc.
 PSB 0
 PRIME/SUPPLEMENT PRIME

DATE 09/06/13SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Coordination/Meetings			Boring Logs/Soil Profile			Analysis/Report			Administration			QA/QC		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
		0																	
Principal Engineer	70.00	2	4.88%	3.41							2	6.67%	4.67						
Senior Geotechnical	70.00	0																	
Project Manager	60.50	8	19.51%	11.80	2	50.00%	30.25				4	13.33%	8.07				1	100.00%	60.50
Engineering Geologist	41.75	4	9.76%	4.07				4	100.00%	41.75									
Senior Project Eng.	41.00	0																	
Proj/Field Eng.	35.25	26	63.41%	22.35	2	50.00%	17.63				24	80.00%	28.20						
Admin. Assistant	25.75	1	2.44%	0.63										1	100.00%	25.75			
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TOTALS		41	100%	\$42.27	4	100.00%	\$47.88	4	100%	\$41.75	30	100%	\$40.93	1	100%	\$25.75	1	100%	\$60.50

AVERAGE HOURLY PROJECT RATES

FIRM Geo Services, Inc.
 PSB 0
 PRIME/SUPPLEMENT PRIME

DATE 09/06/13

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Fieldwork																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00																		
Senior Geotechnical	70.00																		
Project Manager	60.50	1	100.00%	60.50															
Engineering Geologist	41.75																		
Senior Project Eng.	41.00																		
Proj/Field Eng.	35.25																		
Admin. Assistant	25.75																		
TOTALS		1	100%	\$60.50	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

GEOSERVICES
DIRECT COSTS - Drilling and Testing

CONSULTANT: Geo Services, Inc.

PROJECT: 159th Street Water Main

JOB NO.: 13652

SCOPE: Proposed Water Main (4X20' for vaults and 4X10' for survey)

DATE: September 6, 2013

	Description (1)	Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Drilling				
2	Joint Utility Meets	HOURL	4	\$ 135.00	\$540.00
3	Field Engineer	HOURL	16	\$ 120.00	\$1,920.00
4	Field Engineer - Overtime, Saturday and Night	HOURL	-	\$ 180.00	\$0.00
5	Field Engineer - Sun. and Holidays	HOURL	-	\$ 240.00	\$0.00
6	Boring Layout (per person)	HOURL	4	\$ 135.00	\$540.00
7	Support Truck	DAYS	2	\$ 45.00	\$90.00
8	Support Vehicle	DAYS	1	\$ 45.00	\$45.00
9	Flagman	HOURL	-	\$ 90.00	\$0.00
10	Flagman - Overtime and Sat.	HOURL	-	\$ 135.00	\$0.00
11	Flagman - Sun. and Holidays	HOURL	-	\$ 180.00	\$0.00
12	Overnight Delivery	EACH	-	\$ 25.00	\$0.00
13	Drilling (2 man crew) - day	HOURL	-	\$ 345.00	\$0.00
14	Drilling (2 man crew) - ATV	HOURL	16	\$ 385.00	\$6,160.00
15	Drilling (2 man crew) - night (full time work)	HOURL	-	\$ 525.50	\$0.00
16	Drilling (2 man crew) - ATV, night (full time work)	HOURL	-	\$ 565.50	\$0.00
17	Drilling (2 man crew) - Overtime, Sat. and night (part time)	HOURL	-	\$ 525.50	\$0.00
18	Drilling (2 man crew) - Sun. and Holidays	HOURL	-	\$ 695.00	\$0.00
19	Shelby Tube Sample - 3" diameter	EACH	1	\$ 25.00	\$25.00
20	Grout - Materials	FOOT	16	\$ 6.00	\$96.00
21	Core/Bore Patch	EACH	-	\$ 15.00	\$0.00
22	Rock Coring Bit Wear	FOOT	-	\$ 10.00	\$0.00
23	Rock Core Box - Cardboard	EACH	-	\$ 25.00	\$0.00
24	Low Boy - ATV Mobilization	HOURL	-	\$ 225.00	\$0.00
25	Signs, cones	DAY	2	\$ 125.00	\$250.00
26	Lights	DAY	-	\$ 100.00	\$0.00
27	Generator	DAY	-	\$ 100.00	\$0.00
28	Steam Cleaner	DAY	-	\$ 125.00	\$0.00
29	Hand Auger Crew, Clearing/Grubbing 2 Man Crew	HOURL	-	\$ 200.00	\$0.00
30	Hand Auger Crew, Clearing/Grubbing 2 Man Crew OT, Sat.	HOURL	-	\$ 300.00	\$0.00
31	Hand Auger Crew, Clearing/Grubbing 2 Man Crew Sun, Holiday	HOURL	-	\$ 400.00	\$0.00
32	Pavement Core Rig, Vehicle and 1 Man Crew	HOURL	-	\$ 160.00	\$0.00
33	Pavement Core Rig, Vehicle and 1 Man Crew OT, Sat, night	HOURL	-	\$ 240.00	\$0.00
34	Pavement Core Rig, Vehicle and 1 Man Crew Sun, Holiday	HOURL	-	\$ 320.00	\$0.00
35	Pavement Core - Bit Wear 4" diameter	INCH	-	\$ 4.00	\$0.00
36	Pavement Core - Bit Wear 6" diameter	INCH	-	\$ 5.00	\$0.00
37					
38	Laboratory Testing				
39	Moisture Content	EA	56	\$ 6.00	\$336.00
40	Atterberg Limits	EA	1	\$ 60.00	\$60.00
41	Particle Size Analysis, no hydrometer	EA	-	\$ 90.00	\$0.00
42	Particle Size Analysis, with hydrometer	EA	1	\$ 110.00	\$110.00
43	Dry Density	EA	20	\$ 5.00	\$100.00
44	Specific Gravity	EA	-	\$ 60.00	\$0.00
45	Organic Content - oven	EA	-	\$ 60.00	\$0.00
46	Organic Content - chemical	EA	1	\$ 115.00	\$115.00
47	Rock Unconfined Compressive Strength	EA	-	\$ 75.00	\$0.00
48	Consolidation - 16 tsf	EA	1	\$ 510.00	\$510.00
49	Consolidation - 32 tsf	EA	-	\$ 620.00	\$0.00
50	Unconsolidated Undrained (UU)	EA	-	\$ 400.00	\$0.00
51	Consolidated Undrained (CU)	EA	-	\$ 800.00	\$0.00
52	Proctor Density Test ASTM D-1557 or D-698	EA	-	\$ 190.00	\$0.00
53	Illinois Bearing Ratio (IBR) with Proctor D-698, AASHTO T 193-81 a	EA	-	\$ 550.00	\$0.00
54	pH	EA	-	\$ 20.00	\$0.00
55	Laboratory Manager	HOURL	-	\$ 120.00	\$0.00
56	Laboratory Assistant	HOURL	-	\$ 95.00	\$0.00

NOTES:

a. Drilling Rates are subject to changes to reflect IDOL Prevailing Wage adjustments.

TOTAL \$10,897.00

BUSINESS ORGANIZATION:

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

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

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

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

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

 H.W. Lochner, Inc.
Business Name

 Frank P. Pucers
Signature



 Frank Pucers
Print or type name

 Senior Vice President
Title

 October 17, 2013
Date

LOCHNER

Corporate Operating Titles – Fiscal Year 2013/2014

Name	Corporate Title	Date of Title	Office	Position
Harry W. Lochner, Jr.	Chairman	1974 (Pres) 2000 (Chrm)	Corporate	Chairman, Treasurer, Director
Larry R. Thomas	Director	2010	Corporate	Director
James W. Bishop	President & CEO	2010	Corporate	President and CEO, Collaboration Table Chair
Roy D. Bruce	Sr. Vice President	2001	Raleigh	Collaboration Table Member, Director of Corporate Services
Jeanne T. Cormier	Sr. Vice President	2008	Rocky Hill	Collaboration Table Member, Director of Strategic Growth, Director
Charles F. Craycraft	Sr. Vice President	2006	Lexington	Collaboration Table Member, Chief Operating Officer
Kevin D. Newman	Sr. Vice President	2010	Tyler	Collaboration Table Member, RTL
Francis J. Powers	Sr. Vice President	2008	Chicago	Collaboration Table Member, Midwest RTL, Office Manager
Tyler P. Robirds	Sr. Vice President	2006	Salt Lake City	Collaboration Table Member, Rockies RTL, Office Manager
Phillip E. Russell	Sr. Vice President	2009	Corporate	Collaboration Table Member, Director of P3 Project Delivery
Antonio H. Arredondo	Vice President	2011	Austin	Office Manager
Paul S. Blachowicz	Vice President	2005	Corporate	Collaboration Table Member, Director of Finance
Richard A. Bray	Vice President	2004	Rocky Hill	Sr. Project Manager, Structures; Technical Resource Leader for Structures
Richard W. Cholewa	Vice President	2007	Chicago	Sr. Project Manager, Structures, Deputy TRL for Structures, Midwest Region Chief Structural Engineer
John K. Cook	Vice President	2004	Corporate	Collaboration Table Member, Director of Human Resource, Assistant Corporate Secretary
Allen J. Cowen	Vice President	2011	Utica	Chief Inspector
Gary F. Demich	Vice President	2013	Olympia	Director of POW & Sustainability
Kenneth L. Desmaretz	Vice President	2007	Chicago CEI	Sr. Project Manager
Gregory G. Evans	Vice President	2010	Tyler	Office Manager
David A. Freni	Vice President	2010	Tallahassee	Office Manager
Jorge Garcia	Vice President	2010	Bellevue	Office Manager
Craig C. Goodall	Vice President	2013	Corporate	Vice President of Rail & Transit
Steven D. Harris	Vice President	2010	Oklahoma City	General Aviation Leader
Sean M. Henderson	Vice President	2012	Canonsburg	Office Manager
Vance T. Henry	Vice President	2006	Boise	Office Manager
Steven K. Hileman	Vice President	2010	Kansas City	Office Manager
William G. Howell	Vice President	2004	Tampa	Sr. Project Manager, Roadway and Planning
Christopher J. Hylas	Vice President	2006	Rocky Hill	Resident Engineer/CEI Technical Resource Leader
David R. Isabelle	Vice President	2010	Rocky Hill	Office Manager
Dennis D. Kile	Vice President	2008	Tampa	Alternate Delivery Manager
John P. Kos	Vice President	2013	Chicago CEI	Market Development Manager
Hyrum G. Kunzler	Vice President	2012	Salt Lake City	Sr. Project Manager, Roadway
Gerald G. Leslie	Vice President	2010	Lexington	Office Manager
Stephen G. Lewis	Vice President	2008	Bellevue	Collaboration Table Member, West RTL
Scott J. Lucas	Vice President	2005	Salt Lake City	Sr. Project Manager, Roadway, Deputy Technical Resource Leader for Alternative Delivery
Edwin F. Mojena	Vice President	2009	Miami	Office Manager
Omeed M. Mollaian	Vice President	2013	Oklahoma City	Office Manager, Sr. Project Manager, Roadway
William R. Mooney	Vice President	2012	Corporate	Director of Rail and Transit
Clifford E. Olszewski	Vice President	2009	Chicago CEI	Resident Engineer
Mark R. Pawlick	Vice President	2003	Utica	Office Manager
Jason L. Phillips	Vice President	2012	Salt Lake City	Sr. Project Manager, Roadway
Donald J. Skelton	Vice President	2012	Tampa	Office Manager
Kenneth W. Smith	Vice President	2011	Raleigh	Office Manager
Thomas W. Stoner	Vice President	2004	Tampa	Alternative Delivery Manager
Paula D. Tomlins	Vice President	2010	Salina	Office Manager
David A. Twiddy Jr	Vice President	2011	Tampa	Collaboration Team Member, RTL
David W. Vogel	Vice President	2010	Wesley Chapel	CEI Program Manager

Name	Corporate Title	Date of Title	Office	Position
Timothy Weight	Vice President	2013	Austin, TX	CEI Program Manager
Hugh T. Williams	Vice President	2001	Tallahassee	Sr. Project Manager, Roadway
David G. Williams	Vice President	2012	Austin	Sr. Project Manager, Roadway
Dean A. Bagdasarian	Assoc Vice Pres	2013	Rocky Hill	Sr. Project Manager
Barbara A. Bunting	Assoc Vice Pres	2011	Salt Lake City	Vision System Manager
William D. Burton (Doug)	Assoc Vice Pres	2013	Lexington	Project Manager
Brian E. Byrne	Assoc Vice Pres	2010	Rocky Hill	Project Manager, Structures
James G. Cowart	Assoc Vice Pres	2010	Tyler	Sr. Project Manager, Transportation
Brian K. Eason	Assoc Vice Pres	2011	Raleigh	Sr. Project Manager, Roadway
Karin E. Ertl	Assoc Vice Pres	2012	Richmond	Sr. Planner
David P. Facchini	Assoc Vice Pres	2013	Utica	Sr. Project Manager, Roadway
Aaron M. Geisler	Assoc Vice Pres	2013	Salem	Office Manager
Dale A. Griffin	Assoc Vice Pres	2012	Utica	Project Manager
Daniel W. Herring	Assoc Vice Pres	2011	Chicago	Project Manager, Structures
Jianqing J.Q. Hong (Robert)	Assoc Vice Pres	2011	Chicago	Deputy Dept. Manager, Structures
Mark L. Johnston	Assoc Vice Pres	2010	Kansas City	Sr. Project Manager, Structures
Glenn D. Knak	Assoc Vice Pres	2010	Salina	Sr. Project Manager, Transportation
Herbert Litts, III	Assoc Vice Pres	2013	Utica	Sr. Construction Manager
Loretta A. Markham	Assoc Vice Pres	2013	Salt Lake City	Project Manager, Environmental
Robert M. Orr	Assoc Vice Pres	2013	Kansas City	Market Development Manager
Edward G. Sehr	Assoc Vice Pres	2010	Corporate	IT Director
Bradford L. Stein	Assoc Vice Pres	2011	Bellevue	Projects Group Manager
Michael G. Zorn	Assoc Vice Pres	2011	Chicago	Civil Department Manager
Wade R. Abbott	Senior Associate	2013	Lexington	Designer
Gerald T. Amundsen	Senior Associate	2013	St. George	Sr. Project Manager, Roadway
Buddy Bolerjack (Brent)	Senior Associate	2013	Oklahoma City	Project Manager, Transportation
John N. Box	Senior Associate	2005	Tampa	Sr. Project Manager, Roadway
Robert B. Cleere	Senior Associate	2008	Boise	Project Manager
Kevin M. Connor	Senior Associate	2009	Tampa	Sr. Environmental Manager
Benjamin T. Coomes	Senior Associate	2012	Lexington, KY	Project Manager, Roadway
James F. Croll	Senior Associate	2007	Rocky Hill	Assistant Resident Engineer
Jason W. Dahlvik	Senior Associate	2011	Tampa	Project Manager, Roadway
Jennifer S. Drake	Senior Associate	2013	Chicago	Project Manager, Structures
Theresa D. Ellison	Senior Associate	2012	Tampa	Sr. Engineer
Joe R. Epley	Senior Associate	2008	Nashville	Resident Engineer
Christopher Flageolle	Senior Associate	2013	Kansas City	Project Manager
William A. Ford	Senior Associate	2010	Salina	IT Manager
Christopher P. Gill	Senior Associate	2011	Tampa	Sr. Engineer
John B. Goodwin	Senior Associate	2013	Tyler	Sr. Project Manager
Krista E. Gruendler	Senior Associate	2013	Corporate	Accounting Manager
Paul A. Harris	Senior Associate	2013	Chicago CEI	Resident Engineer
Douglas M. Hershey	Senior Associate	2011	Tampa	Sr. Engineer
William P. Hicks	Senior Associate	2011	Tyler	Project Manager
Christopher P. Hocate	Senior Associate	2011	Dallas	Project Manager, Transportation
Matthew J. Jacobs	Senior Associate	2012	Kansas City	Sr. Project Manager
Andrew K. Kassay (Kevin)	Senior Associate	2009	Chicago	Project Manager, Roadway
Jeffrey Keating	Senior Associate	2013	Chicago	Sr. Rail Design Engineer
John J. Kenty	Senior Associate	2006	Tampa	Sr. Project Manager, Roadway
Scott A. Klosowski	Senior Associate	2013	Chicago CEI	Resident Engineer
David C. Lavado	Senior Associate	2013	New Haven	Sr. Inspector
Chad R. Lawson	Senior Associate	2011	Salina	Sr. Project Manager, Municipal
Lawrence Ley	Senior Associate	2013	Tyler	Sr. Project Manager
Colleen M. Malone	Senior Associate	2009	Chicago	Sr. Project Manager, Structures
Brian P. Mandryck	Senior Associate	2004	Utica	Project Manager, Roadway
Thomas A. McCloskey	Senior Associate	2007	Raleigh	IT Manager

Name	Corporate Title	Date of Title	Office	Position
James K. McDowell	Senior Associate	2008	Salt Lake City	IT Manager
Andrew W. McKenna	Senior Associate	2009	Chicago	Project Manager, Roadway
Roy A. Merritt	Senior Associate	2013	New Haven	Structural Engineer
David J. Mikec	Senior Associate	2010	Canonsburg	Sr. Project Manager, Roadway
Laura B. Mize	Senior Associate	2012	Lexington	Regional Marketing Coordinator
Robert J. Munchinski	Senior Associate	2011	Bellevue	Sr. Project Manager
Robert P. Murphy	Senior Associate	2010	Tampa	Project Engineer
Kent Nusekabel	Senior Associate	2013	Chicago CEI	Sr. Project Manager
Jeffrey J. Schlotter	Senior Associate	2003	Raleigh	Sr. Project Manager, Planning
David W. Shannon	Senior Associate	2009	Chicago	Project Manager
Jeffrey D. Sims	Senior Associate	2010	Salt Lake City	Project Manager, Water Resources
Larry W. Stoss	Senior Associate	2011	Salina	Sr. Project Manager, Facilities
Robert P. Talbot	Senior Associate	2012	Rocky Hill	Sr. Project Manager, Transportation
Debra T. Taylor	Senior Associate	2013	Lexington	Project Manager
Shawn Tunstall	Senior Associate	2012	Canonsburg	Sr. Engineer
Stephan J. Verberne	Senior Associate	2011	Tampa	Project Manager
Michael Waller	Senior Associate	2012	Kansas City	Project Manager
Stephen A. Wexell	Senior Associate	2009	Rocky Hill	Project Manager, Roadway
Eric A. Wilson	Senior Associate	2013	Chicago CEI	Project Manager
Michael J. Woodard	Senior Associate	2004	Tallahassee	Project Manager, Roadway
Ali R. Aboosaidi	Associate	2011	Corporate	Sr. Network Administrator
Tony Alex	Associate	2011	Tallahassee	Roadway Design Engineer
Ryan M. Allard	Associate	2012	Rocky Hill	Civil Engineer
Dana M. Augustine	Associate	2011	Kansas City	Sr. Project Manager, Structures
Andrew Battaglia	Associate	2013	Chicago CEI	Sr. Materials Coordinator
Douglas M. Bender	Associate	2013	Chicago	Project Engineer, Roadway
Brian W. Chamberlin	Associate	2013	Rocky Hill	Structural Engineer
Andrea Clayton	Associate	2010	Salt Lake City	Project Engineer
Eugene Cline	Associate	2010	Salt Lake City	Project Engineer
Raymond E. Cooper	Associate	2011	IT	Sr. Network Administrator
Garrett T. Cross	Associate	2013	Kansas City	Sr. Project Manager
Jason A. Crow	Associate	2013	Chicago CEI	Sr. Assistant Construction Manager
Catherine G. Curtis	Associate	2010	Salt Lake City	Alternative Delivery Pursuit Manager
Daveric L. DeLeon (Eric)	Associate	2013	Corporate	Creative Production Specialist
Amy M. Dzialowski	Associate	2011	Oklahoma City	Project Manager, Environmental
Adam K. Fisher	Associate	2011	Austin	Civil Engineer
Shelly L. Flores	Associate	2013	Corporate	Payroll and Compensation Administrator
Alejalee S. Giovenco	Associate	2012	Tampa	Marketing Manager
Jason A. Green	Associate	2013	Salt Lake City	Project Manager, Planning
Mark Hartegan	Associate	2013	Kansas City	Project Manager
Jonathon A. Harris	Associate	2013	Bellevue	Project Manager
John J. Hieronymus	Associate	2013	Lexington	Project Engineer
Timothy R. Issel (Ryan)	Associate	2013	Chicago CEI	Resident Engineer
Brett E. Jensen	Associate	2013	Salt Lake City	Project Manager, Roadway
Leigh A. Karr	Associate	2012	Lexington	Project Manager
Gina M. Lecas	Associate	2006	Corporate	Human Resources Manager
Tunde Lillian	Associate	2012	Salt Lake City	Vision System Specialist
Kristin B. Masemen	Associate	2008	Raleigh	Project Manager
Steven McCarthy	Associate	2012	Kansas City	Sr. Network Administrator
Raymond V. Mesina	Associate	2009	Chicago	Project Manager, Roadway
Bruce L. Miller	Associate	2007	Tampa	Chief Inspector
Justin W. Miller	Associate	2013	Chicago	Project Engineer, Roadway
Dan W. Minturn	Associate	1999	Salem	Sr. Engineer
Thomas J. Nault	Associate	1995	Chicago	Project Manager, Traffic
Brad J. Noack	Associate	2013	Chicago	Project Manager, Structures
Barbara J. Novak	Associate	2011	Corporate	Corp. Secretary, Admin Supervisor, Sr. Exec Asst.
Adam M. O'Holleran	Associate	2010	Chicago CEI	Resident Engineer
Debananda Panigrahi (Dave)	Associate	2012	Tampa	Civil Engineer

Name	Corporate Title	Date of Title	Office	Position
Christian H. Price	Associate	2013	Salt Lake City	Project Engineer, Drainage
Bryan C. Reid	Associate	2013	Lexington	Project Engineer
Janice K. Sabbagh	Associate	2013	Dallas	Sr. Marketing Coordinator
Brian S. Shewell	Associate	2012	Salt Lake City	Project Engineer
Kyle B. Snyder	Associate	2012	Newburgh	Transportation Engineer
Jill A. Stadler	Associate	2010	Corporate	Marketing Communications Manager
Glenn W. Steffen	Associate	2001	Chicago	Sr. Engineer
Lewis E. Venard	Associate	2013	Boise	Project Manager, Traffic
Christopher M. West	Associate	2007	Canonsburg	Civil Engineer
Keith L. Wetter	Associate	2011	Kansas City	Project Manager, Structures
Gerald E. Willhelm	Associate	2004	Bellevue	Sr. Engineer
Douglas M. Wheatley	Associate	2012	Raleigh	Civil Engineer

LOCHNER

Board of Directors – Fiscal Year 2013/2014

Name	Corporation Title	Date of Title	Position
James W. Bishop	Director	2010	President & CEO, Board Member
Jeanne T. Cormier	Director	2013	Corporate Support Director, Board Member
Diane C. Creel	Director	2010	Board Member
Larry R. Thomas	Director	2010	Board Member
Harry W. Lochner, Jr.	Director	2010	Chairman, Board Chair

Corporation Officers – Fiscal Year 2013/2014

Name	Corporation Title	Date of Title	Position
Harry W. Lochner, Jr.	Chairman Treasurer	2000	Chairman, Treasurer, Director, ESOP Voting Trustee
James W. Bishop	President & CEO	2010	President, CEO, Collaboration Table Chair
Charles F. Craycraft	Chief Operating Officer	2013	Chief Operating Officer
	Vice Presidents		(As listed in Corporate Operating Titles)
Barbara Clemens-Novak	Secretary	2000	Corporate Secretary; Admin Supervisor; Sr. Executive Assistant to Chairman
John K. Cook	Assistant Corporate Secretary	2005	Director of Human Resources

ESOP Voting Trustees– Fiscal Year 2013/2014

Name	Corporation Title	Date of Title	Position
James W. Bishop	President	2010	ESOP Voting Trustees
Jeanne T. Cormier	Sr. Vice President	2013	
Diane C. Creel	Advisor		
Larry R. Thomas	Director		
Harry W. Lochner, Jr.	Chairman		

ESOP Fiduciary Committee– Calendar Year 2013/2014

Name	Corporation Title	Date of Title	Position
Francis J. Powers	Sr. Vice President	2008	Chair – ESOP Fiduciary Committee
Kevin D. Newman	Sr. Vice President	2011	Member – ESOP Fiduciary Committee
Vance T. Henry	Vice President	2006	Member – ESOP Fiduciary Committee
Stephen A. Wexell	Sr. Associate	2012	Member – ESOP Fiduciary Committee

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
184.001690

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:
04/30/2015

PROFESSIONAL DESIGN FIRM PROF/STRUCT ENGINEER CORPORATION

**H W LOCHNER INC
20 N WACKER DR STE 1200
CHICAGO, IL 60606**



Manuel Flores

MANUEL FLORES
ACTING SECRETARY

Jay Stewart

JAY STEWART
DIRECTOR

The official status of this license can be verified at www.idfpr.com

7742388

Cut on Dotted Line ✂

For further reference, the Department is now providing a personal customer identification "Contact Number" which you may use in lieu of your social security number or FEIN number when contacting the Department. Your number is: 986168

State of Illinois	
LICENSE NO.	Department of Financial and Professional Regulation Division of Professional Regulation
*** VOID ***	
*** VOID ***	
*** VOID ***	
EXPIRES:	
<i>Manuel Flores</i>	<i>Jay Stewart</i>
MANUEL FLORES ACTING SECRETARY	JAY STEWART DIRECTOR
The official status of this license can be verified at www.idfpr.com	
7742388	

Cut on Dotted Line ✂

1164324
corporation number

Wisconsin Corporation Annual Report
Certificates of Newly-Elected Officers
and Miscellaneous Documents

filed 1972 and before
on Microfilm rolls

reel # 73

images # 214 - 249

This certificate must be returned to the Secretary of State to complete the legal requirements

OFFICE OF REGISTER OF DEEDS

The undersigned, as Register of Deeds of Dane county, Wisconsin,
certifies that, on the 22nd day of May, 1964, there was received and
accepted for record in my office an instrument on behalf of

H. W. LOCHNER, INC.

(Name of Corporation)

which instrument bears the certificate of the Secretary of State of Wisconsin and is described in such
certificate as

Amendment to the Articles of Incorporation

(Show nature of instrument)

Witness my hand and official seal this 22nd day of May, 1964

(Seal)

Harold R. Hall

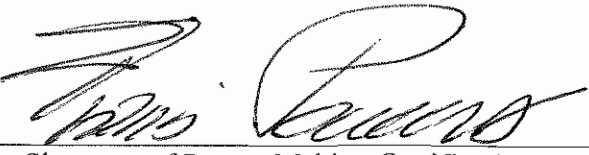
Register of Deeds

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Frank J. Powers, being first duly sworn certify and say
that I am Senior Vice President
(insert "sole owner," "partner," "president," or other proper title)

of H.W. Lochner, Inc., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.

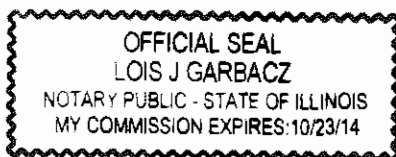


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 17 Day
of October, 2013.



Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Frank J. Powers, having submitted a proposal for H.W. Lochner, Inc.
(Name) (Name of Contractor)

for Professional Engineering Services to the Village of Orland Park, hereby
(General Description of Work Proposed on)

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

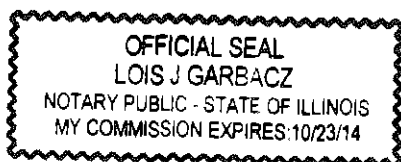
By: 
Authorized Agent of Contractor

Subscribed and Sworn To

Before Me This 17 Day

of October, 2013.


Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

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

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

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

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

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

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

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

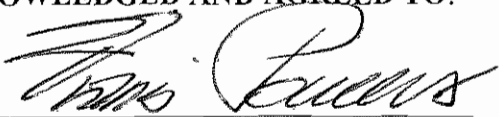
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

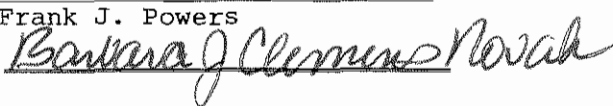
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____


Frank J. Powers

ATTEST: _____


Barbara J. Clemens Novak

DATE: October 17, 2013

TAX CERTIFICATION

I, Frank J. Powers, having been first duly sworn depose
and state as follows:

I, Frank J. Powers, am the duly authorized
agent for H.W. Lochner, Inc., which has
submitted a proposal to the Village of Orland Park for

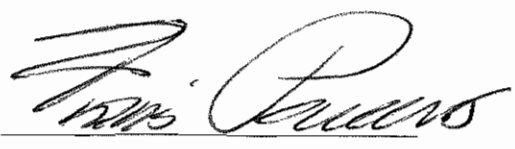
159th Street Water Main Improvements and I hereby certify
(Name of Project)

that H.W. Lochner, Inc. is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance
with procedures established by the appropriate Revenue Act; or

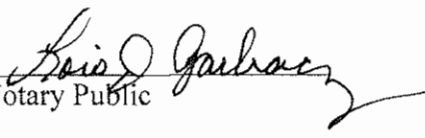
b. it has entered into an agreement with the Department of Revenue for
payment of all taxes due and is currently in compliance with that
agreement.

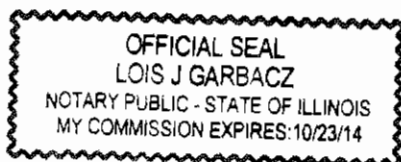
By: 

Title: Senior Vice President

Subscribed and Sworn To

Before Me This 17 Day
of October, 2013.


Notary Public



INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

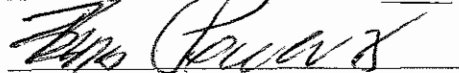
PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees 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.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. 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. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 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 selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 17th DAY OF October, 2013



Signature Frank J. Powers

Senior Vice President

Printed Name & Title

Authorized to execute agreements for:

H.W. Lochner, Inc.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2013

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

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

PRODUCER Willis of Illinois, Inc. 233 S. Wacker Dr Ste 2000 Chicago IL 60606	CONTACT NAME:	
	PHONE (A/C, No, Ext): 312-288-7300	FAX (A/C, No): 312-234-0643
INSURED H.W. Lochner, Inc. 225 W. Washington St., 12th Floor Chicago IL 60606	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1442691967

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY ☐ PRO-JECT ☐ LOC ☐					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐					BODILY INJURY (Per accident) \$
	HIRED AUTOS ☐ NON-OWNED AUTOS ☐					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR ☐					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐					AGGREGATE \$
	DED ☐ RETENTION \$ ☐					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUS ☐ OTH-TORY LIMITS ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A					E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
A	Professional Liability		044177432	5/1/2013	5/1/2014	\$1,000,000 \$1,000,000 Per Claim Aggregate

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

Re: HWL 9337; 159th Street Water Main Improvements

CERTIFICATE HOLDER**CANCELLATION**Village of Orland Park
Denise Domalewski, Contract Administrator
14700 South Ravinia Avenue
Orland Park IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 39357

HWLOC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER Construction - Remegi Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654	CONTACT NAME: Katie Johnson	PHONE (A/C, No, Ext): 312 595-6200	FAX (A/C, No): 312 595-4332
	E-MAIL ADDRESS: kjohnson@mesirofinancial.com		
INSURED H. W. Lochner, Inc. 225 West Washington, 12th Floor Chicago, IL 60606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Co. of Amer		25666
	INSURER B: St. Paul Fire & Marine Insuranc		24767
	INSURER C: Phoenix Insurance Company		25623
	INSURER D: Charter Oak Fire Insurance Comp		25615
	INSURER E: Travelers Property Casualty Co.		25674
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

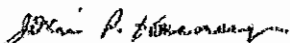
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		P6608451B877TIA13	05/01/2013	05/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY		P8108451B877COF13	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
E	☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ Drive Oth Car ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		BA8791X81913CAG BA#Texas Auto	05/01/2013	05/01/2014	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$10000	☒ OCCUR ☐ CLAIMS-MADE	ZUP10P6385413NF	05/01/2013	05/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	PNUB8976P38713	05/01/2013	05/01/2014	☒ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Job No. HWL 9337. 159th Street Water Main Improvements. Phase II Roadway Improvements for the preparation of construction plans. The following are included as Additional Insureds on a Primary and Non-Contributory Basis on the General Liability Policy per written contract: Village of Orland Park, and the their respective (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park Denise Domalewski 14700 South Ravinia Avenue Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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DESCRIPTIONS (Continued from Page 1)

officers, trustees, directors, employees and agents.

A Waiver of Subrogation applies to the General Liability and Workers Compensation Policies per written contract.