CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2020-0210 **Innoprise Contract #:** C20-0038

Year: 2020+ **Amount:**

Department: Finance

Contract Type: Professional and Consulting Services

Contractors Name: Lauterbach & Amen, LLP

Contract Description: Municipal Payroll Services

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org

ORLAND PARK

VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

April 7, 2020

Nathan Gaskill
Financial Services Partner
Lauterbach & Amen, LLP
668 N. River Road
Naperville, Illinois 60563

NOTICE TO PROCEED – Municipal Payroll Services

Dear Mr. Gaskill:

This notification is to inform you that the Village of Orland Park has received all necessary contract documents in order for work to commence on the above stated project.

Please contact Annmarie Mampe at 708-403-6199 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed 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 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated March 27, 2020 for an amount not to exceed proposed hourly rates. If you have any questions, please call me at 708-403-6173 or email me at ddomalewski@orlandpark.org.

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Sincerely,

Denise Domalewski

Denise Domalewski
Purchasing & Contract Administrator

cc: Annmarie Mampe

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
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March 27, 2020

Nathan Gaskill
Financial Services Partner
Lauterbach & Amen, LLP
668 N. River Road
Naperville, Illinois 60563

NOTICE OF AWARD – Municipal Payroll Services

Dear Mr. Gaskill:

This notification is to inform you that on March 16, 2020, the Village of Orland Park Board of Trustees approved awarding Lauterbach & Amen, LLP the contract in accordance with the proposal you submitted dated February 24, 2020 for Municipal Payroll Services for an amount not to exceed proposed hourly rates.

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 April 10, 2020.

- I am attaching the Contract for Municipal Payroll Services. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you. Due to the current situation, I am accepting electronic signature, if that is easier for you. I do ask that you email the documents back to me.

- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid 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, 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 proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to e-mail me at ddomalewski@orlandpark.org or contact Annmarie Mampe at amampe@orlandpark.org.

Sincerely,

Denise Domalewski

Denise Domalewski
Purchasing & Contract Administrator

cc: Annmarie Mampe

ORLAND PARK

Municipal Payroll Services
(Professional and Consulting Services Contract)

This Contract is made this **27th day of March, 2020** by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and LAUTERBACH & AMEN, LLP (hereinafter referred to as the "CONSULTANT").

WITNESSETH

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

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

This Contract
The Request for Proposals #20-007 issued February 7, 2020
The Proposal dated February 24, 2020, as it is responsive to the VILLAGE's requirements
Certificate of Compliance
Certificates of Insurance

SECTION 2: SCOPE OF THE WORK, SERVICES AND PAYMENT: The CONSULTANT agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS which shall include, but not be limited to, the following:

- Confirm all employee record changes processed by HR are correct by reviewing applicable PAF and verifying that the data in the payroll application is correct, to be completed no later than the end of the day on Friday before payroll week;
- Process employee record changes in the payroll application that are not recorded on a PAF, to be completed no later than the end of the day on Friday before payroll week;
- Verify that all pay types applicable to the pay period are properly entered in the payroll application;
- Verify that all timesheets entered into the employee self-service portal have been submitted to the payroll application by 12:00 pm on Monday of each payroll week;
- Import seasonal employees timesheet information into the payroll application by 5:00 pm on Monday of payroll week, if applicable;

- Complete payroll processing in the payroll application no later than 3:00 pm on Tuesday of each payroll week;
- Process payroll related vendor payments and applicable reports/documents;
- Prepare all year-end documents and reports, including but not limited to, W2s, 941s, and any other regulatory reporting required; and
- Perform other services outside the regular payroll schedule as assigned.

The VILLAGE agrees to pay the CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the WORK:

FEE: Year 1- Eighty and No/100 ($80.00) dollars per hour estimated to be $2,560 per period and $3,200 for year-end services. The hourly rate for payroll services shall be increased annually by the lesser of the most recent annual Village pay increase given to non-union employees or three (3%) percent.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence on April 20, 2020 and continue expeditiously for five (5) years. The WORK is expected to take approximately thirty-two (32) hours per pay period and approximately forty (40) hours for year-end processing. This Contract shall terminate upon completion 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 Contract with thirty (30) days prior written notice.

SECTION 5: INDEPENDENT CONTRACTOR STATUS: To the fullest extent permitted by law, CONSULTANT shall be an independent contractor hereunder and neither CONSULTANT nor anyone acting on its behalf shall be deemed an agent, employee, joint employee or servant of VILLAGE. Neither VILLAGE nor CONSULTANT shall have any right to act on behalf of or bind the other party for any purpose. CONSULTANT represents that all employees utilized by CONSULTANT are fully trained. CONSULTANT understands that no training other than the use of the payroll application will be provided by the VILLAGE. In performing its obligations pursuant to this Contract, CONSULTANT will do nothing that could adversely affect the goodwill or reputation of the VILLAGE.

SECTION 6: INDEMNIFICATION AND INSURANCE: With respect to services performed by the CONSULTANT for the VILLAGE, the CONSULTANT agrees to the fullest extent permitted by law to indemnify and hold harmless the VILLAGE, its trustees, directors, officers, agents and employees against any and all claims, suits, actions, demands or losses against VILLAGE and pay all costs (including costs of defense) for damage to the property of, or personal injuries to, or death of, any person or persons, including the CONSULTANT, if such claims, suits or losses are caused directly or indirectly by, are connected with, or arise out of the performance of this Contract by the CONSULTANT, whether by negligence or otherwise. CONSULTANT will also indemnify, defend and hold harmless the VILLAGE and its officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention

that any of the Developments or other materials supplied to the VILLAGE or used by the VILLAGE in the manner recommended by the CONSULTANT, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise.

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 CONSULTANT or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The CONSULTANT 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 CONSULTANT in compliance with the CONTRACT DOCUMENTS.

SECTION 7: COMPLIANCE WITH LAWS: CONSULTANT 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: CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 8: 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
Purchasing & 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@orlandpark.org

To the CONSULTANT:
Nathan Gaskill
Financial Services Partner
Lauterbach & Amen, LLP
668 N. River Road
Naperville, Illinois 60563
Telephone: 630-393-1483
Facsimile: 630-393-2516
e-mail: ngaskill@lauterbachamen.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 9: STANDARD OF SERVICE: SERVICES shall be rendered to meet or exceed those professional standards met by others providing the same or similar services in the Metropolitan Chicago area. Sufficient competent personnel shall be provided who, with supervision, shall complete the services required within the time allowed for performance. The CONSULTANT'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 CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The CONSULTANT 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 11: COMPANY PROPERTY: Upon expiration of this Contract or termination for any reason, CONSULTANT will forthwith deliver and assign to the VILLAGE all the results performed by CONSULTANT pursuant to this Contract including but not limited to all documents, records, notebooks and repositories of or containing secret, confidential or proprietary information concerning the VILLAGE or its business affairs or products, including all copies thereof in the CONSULTANT's possession, whether prepared by the CONSULTANT or others, and all other property of the VILLAGE in the CONSULTANT's possession, including keys and access or security cards providing access to VILLAGE facilities or equipment. In the absence of permission by the VILLAGE, the CONSULTANT will not at any time during the term or after termination of this Contract reveal, divulge or make known to any person outside the VILLAGE's business organization, or use for the CONSULTANT's own account, any secret, confidential or proprietary information concerning the VILLAGE or its business, affairs or products (whether or not developed in whole or in part by the CONSULTANT's efforts). The CONSULTANT will at no time, either during the term or after termination of this Contract, make any use of any such information except for the benefit of the VILLAGE.

SECTION 12: COMPLIANCE: CONSULTANT shall comply with all of the requirements of the CONTRACT DOCUMENTS including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 13: 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 has contracted. The VILLAGE 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 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 within two (2) business days of the request being made by the VILLAGE. The undersigned agrees to indemnify and hold harmless the VILLAGE from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the VILLAGE under this Contract.

SECTION 14: 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 15: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 16: 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: VILLAGE OF ORLAND PARK

By: _____

Print Name: George Koczwara

Its: Village Manager

Date: 4-7-20

FOR: LAUTERBACH & AMEN, LLP

By: _____

Print Name: Nathan J. Geskill

Its: Partner

Date: 3/27/20

ORLAND PARK

PROFESSIONAL CONSULTING SERVICES
GENERAL TERMS AND CONDITIONS

Relationship Between CONSULTANT and VILLAGE: The CONSULTANT shall serve as the VILLAGE's professional consultant on the WORK, or phases of the WORK, to which this Contract applies. This relationship is that of a buyer and seller of professional services and as such the CONSULTANT is an independent contractor in the performance of this Contract and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the VILLAGE. Nothing contained in this Contract shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONSULTANT.

Changes: VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes. The CONSULTANT is not responsible for, and VILLAGE agrees herewith to hold CONSULTANT 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 CONSULTANT.

Suspension of Services: VILLAGE may, at any time, by written order to CONSULTANT (Suspension of Services Order) require CONSULTANT to stop all, or any part, of the services required by this Contract. Upon receipt of such an order, CONSULTANT 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. CONSULTANT 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.

Documents Delivered to VILLAGE: Drawings, specifications, reports, and any other WORK documents prepared by CONSULTANT in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. CONSULTANT shall have the right to retain originals of all WORK documents for its files. Furthermore, it is understood and agreed that the WORK documents such as, but not limited to reports, calculations, and specifications prepared for the WORK, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of the WORK. These WORK documents are and shall remain the property of the CONSULTANT 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 WORK.

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 CONSULTANT 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 CONSULTANT in their preparation. The CONSULTANT also reserves the right to retain hard copy originals of all WORK 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.

Reuse of Documents: All WORK documents including but not limited to reports, and opinions of probable costs furnished by CONSULTANT pursuant to this Contract are intended for use on the WORK only. They cannot be used by VILLAGE or others on extensions of the WORK or any other project. Any reuse, without specific written verification or adaptation by CONSULTANT, shall be at VILLAGE's sole risk, and VILLAGE shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by VILLAGE and CONSULTANT.

Successors and Assigns: The terms of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.

Waiver of Contract Breach: The waiver of one party of any breach of this Contract 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 Contract and shall not be construed to be a waiver of any provision, except for the particular instance.

Entire Understanding of Contract: This Contract 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. The VILLAGE and the CONSULTANT 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 Contract shall be null, void and without effect to the extent they conflict with the terms of this Contract.

Amendment: This Contract 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 Contract".

Severability of Invalid Provisions: If any provision of the Contract 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 Contract, 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.

Force Majeure: Neither VILLAGE nor CONSULTANT shall be liable for any fault or delay caused by any contingency beyond its or their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

Subcontracts: CONSULTANT may subcontract portions of the WORK, but each subcontractor must be approved by VILLAGE in writing in advance.

Designation of Authorized Representative: Each party to this Contract shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the WORK. The persons designated shall review and respond promptly to all communications received from the other party.

VILLAGE's Responsibilities: The VILLAGE agrees to provide full information regarding requirements for and about the WORK, including a program which shall set forth the VILLAGE's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The VILLAGE shall give prompt written notice to the CONSULTANT whenever the VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's services, or any defect or non-conformance of the work of any subcontractor.

Information Provided by Others: The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of its services for the WORK. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, CONSULTANT determined inaccuracies or incompleteness. The VILLAGE recognizes that it is impossible for the CONSULTANT 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.

Terms of Payment: CONSULTANT shall submit monthly statements for basic and additional services rendered and for reimbursable expenses incurred, based upon CONSULTANT'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 CONSULTANT, CONSULTANT may after giving seven days written notice to VILLAGE, suspend services under this Contract until CONSULTANT has been paid in full all amounts properly due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to VILLAGE for any costs or damages as a result of such suspension.

Hazardous Materials/Pollutants: Unless otherwise provided by this Contract, the CONSULTANT and any sub-contractors shall have no responsibility for the discovery (unless such discovery should have been made by the CONSULTANT 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 any WORK 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 CONSULTANT or sub-consultants.

Attorney's Fees: In the event of any dispute that leads to litigation arising from or related to the services provided under this Contract, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.

Insurance: The CONSULTANT shall provide the VILLAGE with certificates of insurance evidencing all coverage held by the CONSULTANT, with coverage minimums and from insurance providers in compliance with VILLAGE requirements.

Electronic 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 e-mail or 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 e-mail or 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 an e-mail or facsimile transmission was used.

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

LAUTERBACH & AMEN, LLP

By: _____ **Officer** — **Date:** 3/27/20

Print Name: Nathan J. Gaskill

VILLAGE OF ORLAND PARK

By: _____ **Village Manager** — **Date:** 4-7-20

Print Name: George Koczwara

ORLAND PARK

PROPOSAL SUMMARY SHEET
RFP # 20-007
Municipal Payroll and Article 3 Pension Fund
Consulting Services

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Lautbach & Amen, LLP

Street Address: 668 N. River Road

City, State, Zip: Naperville

Contact Name: Nathan Gaskill

Phone: 630-393-1483 Fax: 630-393-2516

E-Mail address: ngaskill@lauterbachamen.com

	Rate Per Hour *	Estimated Hours/Payroll	Total Estimated Cost/Payroll
Biweekly Payroll Services			
Innorpise	$ 80	32	$ 2,560
UltiPro	$ 80	20	$ 1,600

	Rate Per Hour *	Estimated Hours	Total Estimated Cost
Year End Processes	$ 80	40	$ 3,200

* Rate per hour may be stated as an average rate based on personnel involved
Please include a standard rate sheet by staff position.

Signature of Authorized Signee: _____

Title: Partner

Date: 2/24/2020

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned Ronald J. Amen, as Partner
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Lauterbach & Amen, LLP, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

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

Federal Employer I.D. #: 36-4133681
(or Social Security # if a sole proprietor or individual)

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

___ Sole Proprietor
___ Independent Contractor (*Individual*)
_X_ Partnership
___ LLC
___ Corporation _____ _____
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No [ ]

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

3) SEXUAL HARRASSMENT POLICY: Yes [X] No [ ]

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

4) <u>EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE</u>: Yes [X] No [ ]

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

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

5) TAX CERTIFICATION: Yes [X] No [ ]

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

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

ACKNOWLEDGED AND AGREED TO:

_____
Signature of Authorized Officer

Ronald J. Amen
Name of Authorized Officer

Partner
Title

February 24, 2020
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2020

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

Crum-Halsted Agency, Inc.
427 N Kirk Road
Suite 113
Geneva, IL 60134

CONTACT NAME: Tracey Meicher, CIC, CRIS
PHONE (A/C, No, Ext): (630)443-7300 FAX (A/C, No): (630)587-9826
E-MAIL ADDRESS: tmeicher@crumhalsted.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens of America	31534
INSURER B : Allmerica Financial Benefit	41840
INSURER C : The Hanover Insurance Company	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Lauterbach & Amen, LLP
668 N River Road
Suite 100
Naperville, IL 60563

COVERAGES CERTIFICATE NUMBER: 2020 Standard Cert REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			OBCA886072	3/31/2020	3/31/2021	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							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
								$	
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			OBCA886072	3/31/2020	3/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			OBCA886072	3/31/2020	3/31/2021	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W2CA886039	3/31/2020	3/31/2021	X PER STATUTE / OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Professional Liability			LHCA595928	3/31/2020	3/31/2020	Limit per Claim / Aggregate		$5,000,000
C	Crime			BDCA595668	3/31/2020	3/31/2021	Employee Dishonesty		$3,000,000

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

When required by written contract:The Village of Orland Park is an Additional Insured on a Primary and Non-Contributory basis with respect to General Liability and Auto Liability - Waiver of Subrogation in favor of The Village of Orland Park applies to General Liability, Auto Liability, and Workers' Compensation - Umbrella policy follows form subject to policy terms, conditions and exclusions

CERTIFICATE HOLDER

Village of Orland Park
14700 S Ravinia Ave
Orland Park, IL 60642

CANCELLATION

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

Ted Rosenow, CIC/TM Theodore A. Rosenow

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