CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2021-0053

Innoprise Contract #: C21-0023

Year: 2021

Amount: $56,719.00

Department: EPS

Contract Type: Professional Engineering Services

Contractors Name: DLZ Illinois, Inc.

Contract Description: Phase III Construction Engineering Services - 143rd Street Signal Interconnect

ORLAND PARK

(Contract for Professional Engineering Services)

This Contract is made this **1st day of February, 2021** by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and DLZ Illinois, Inc. (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 Terms and Conditions
The Request for Qualifications # 20-023
The Proposal as it is responsive to the VILLAGE's RFQ requirements dated December 31, 2020
Certificate of Compliance
Certificates of Insurance

SECTION 2: SCOPE OF THE WORK 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:

- Complete IDOT required documentation, reviews and coordination.
- Part time as needed observation and documentation of the contractor's activities.
- Measurement of the contractor's work as related to contract pay items.
- Preparation of Change Orders and Pay Estimates.
- Coordination of QA materials inspection.
- Preparation and submittal of weekly reports.
- Preparation of record drawings.
- Coordination of meetings as necessary.
- Prepare and submit final paperwork as required by IDOT Local Roads.
- Act as the liaison between the contractor, City of Orland Park, IDOT and the public.
- Monitor the Traffic Control Devices.
- Ensure the Improvement is constructed in accordance with the plans and specifications
- Deliverables:
  - Record drawings
  - Project Box (Diary, IDR's, Quantity Book, Field Books, Records, etc...)

(hereinafter referred to as the "WORK") as further detailed in RFQ 20-023 and proposal dated December 31, 2020.

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 fifty-six thousand seven hundred nineteen and No/100 ($56,719.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: ENGINEER 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 upon receipt of a Notice to Proceed and continue expeditiously for up to 320 hours and through the completion of 143rd Street Traffic Signal Modernization project, section number 20-0087-00-TL, project number 87J7(9555). 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, ENGINEER shall be an independent contractor hereunder and neither ENGINEER nor anyone acting on its behalf shall be deemed an agent, employee, joint employee or servant of VILLAGE. Neither VILLAGE nor ENGINEER shall have any right to act on behalf of or bind the other party for any purpose. ENGINEER represents that all employees utilized by ENGINEER are fully trained. ENGINEER understands that no training will be provided by the VILLAGE. In performing its obligations pursuant to this Contract, ENGINEER will do nothing that could adversely affect the goodwill or reputation of the VILLAGE.

SECTION 6: INDEMNIFICATION AND INSURANCE: The ENGINEER shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the 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.

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 CONTRACT DOCUMENTS.

SECTION 7: 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 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:
Nicole Merced
Purchasing Coordinator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708.403.6195
Facsimile: 708.403.9212
e-mail: nmerced@orlandpark.org

To the ENGINEER:
Gregory R Brumm P.E.
Officer
DLZ Illinois, Inc.
8430 W. Bryn Mawr Ave Suite 100
Chicago, IL 60631
Telephone: 773.283.2600 ext.850
Facsimile: N/A
e-mail: gbrumm@dlz.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 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 10: 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 11: COMPANY PROPERTY: Upon expiration of this Contract or termination for any reason, ENGINEER will forthwith deliver and assign to the VILLAGE all the results performed by ENGINEER 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 ENGINEER's possession, whether prepared by the ENGINEER or others, and all other property of the VILLAGE in the ENGINEER'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 ENGINEER 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 ENGINEER'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 ENGINEER's efforts). The ENGINEER 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: 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 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 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 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: 2-16-21

FOR: ENGINEER

By: _____

Print Name: Gregory R Brumm

Its: President

Date: 2/2/2021

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 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.

12. **Changes in the Work**: All changes in the WORK must be requested by Engineer and approved by the Village via an Authorization to Proceed document bearing the signature of the Village Manager. Any change order or series of change orders that increase or decrease the base contract value by $10,000 or more, or that increases or decreases the Contract duration beyond the approved project schedule must be accompanied by a written request from Engineer justifying the additional cost or change in schedule. Within an agreed upon period of time, Village will provide a response to Engineer's Change Order or Time request by providing a determination signed by the Village or its designee finding that the change requested was not reasonably foreseeable at the time the contract was signed, the change is germane to the contract or the change is in the best interest of the Village. Any change increasing the original contract value by fifty percent (50%) or more must be re-bid by the Village as required by law. Authorization to spend the Board approved contingency amount must be preapproved by the Village per the Request for Change Order form (Exhibit A of the contract documents).

13. **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.

14. **Force Majeure:** Whenever a period of time is provided for in this Agreement for either the ENGINEER or Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, pandemic, act of public enemies, action of federal or state government or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond ENGINEER's control" if committed, omitted, or caused by ENGINEER, ENGINEER's employees, officers or agents or a subsidiary, affiliate or parent of ENGINEER or by any corporation or other business entity that holds a controlling interest in ENGINEER, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of ENGINEER's employees would not be an act "beyond ENGINEER's control"). ENGINEER shall notify the Village as soon as possible, but no later than two (2) business days, of any force majeure event. However, if the force majeure event continues to affect performance for more

than three (3) business days, the Village may immediately terminate this Agreement. In the event of such termination, the ENGINEER shall be paid for services satisfactorily performed under this Agreement up to the effective date of termination and shall be entitled to reimbursement of any expenses already incurred and not recoverable by refunds.

15. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **Insurance:** The Engineer shall provide the Village with certificates of insurance and all endorsements evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.

24. **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.

25. **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:

ENGINEER

By: Gregory R Brumm 2/2/2021
Date

Print Name & Title: Gregory R Brumm, President

VILLAGE OF ORLAND PARK

By: 2-16-21
George Koczwara, Village Manager Date

DLZ
ARCHITECTURE • ENGINEERING • PLANNING
SURVEYING • CONSTRUCTION SERVICES

INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

December 31, 2020

Ph III – Traffic Signal Interconnect 143rd Street (IL 7) from Wolf Road to Southwest Highway Section:

RE: Scope of Services for Construction Management

- Complete IDOT required documentation, reviews and coordination.
- Part time as needed observation and documentation of the contractor's activities.
- Measurement of the contractor's work as related to contract pay items.
- Preparation of Change Orders and Pay Estimates.
- Coordination of QA materials inspection.
- Preparation and submittal of weekly reports.
- Preparation of record drawings.
- Coordination of meetings as necessary.
- Prepare and submit final paperwork as required by IDOT Local Roads.
- Act as the liaison between the contractor, City of Orland Park, IDOT and the public.
- Monitor the Traffic Control Devices.
- Ensure the Improvement is constructed in accordance with the plans and specifications.

Deliverables

- Record Drawings
- Project Box (Diary, IDR's, Quantity Book, Field Books, Records, etc...)

Not Included in Scope

Full time Observation

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	DLZ
PRIME/SUPPLEMENT	Prime
Prepared By	GB

DATE	12/31/20
PTB-ITEM#	0

CONTRACT TERM	5	MONTHS
START DATE	5/1/2021	
RAISE DATE	1/1/2022	
END DATE	9/30/2021	

OVERHEAD RATE	159.83%
COMPLEXITY FACTOR	0
% OF RAISE	3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2021	9/30/2021	5	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME DLZ **DATE** 12/31/20
PRIME/SUPPLEMENT Prime
PTB-ITEM # 0

ESCALATION FACTOR **0.00%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$70.00	$70.00
Resident Project Engineer	$57.08	$57.08
Civil Engineer III	$61.00	$61.00
Civil Engineer III PT	$51.03	$51.03
Civil Engineer II	$42.18	$42.18
Civil Engineer II PT	$38.78	$38.78
Field Crew Chiefs	$47.75	$47.75
Instrument Person	$39.85	$39.85
Construction Observer Manage	$44.00	$44.00
CAD Operation	$31.00	$31.00

Subconsultants

FIRM NAME: DLZ
PRIME/SUPPLEMENT: Prime
PTB-ITEM #: 0
DATE: 12/31/20

NAME	Direct Labor Total	Contribution to Prime Consultant
Total	0.00	0.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant

FIRM DLZ
PTB-ITEM # 0
PRIME/SUPPLEMENT Prime

OVERHEAD RATE 159.83%
COMPLEXITY FACTOR 0

DATE 12/31/20

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Resident Project Engineer Insp	200	11,416	18,246		4,224		-	33,886	59.74%
	Civil Engineer III PT	20	1,021	1,631		378		-	3,030	5.34%
	Documentation/Closeout	100	5,708	9,123		2,112		-	16,943	29.87%
			-	-		-		-	-	
	Direct Costs		-	-	2,860	-		-	2,860	5.04%
			-	-		-		-	-	
			-	-		-		-	-	
			-	-		-		-	-	
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	Subconsultant DL					0			-	
	TOTALS	320	18,145	29,000	2,860	6,714	-	-	56,719	100.00%
			47,145							

DBE 0.00%

Bureau of Design and Environment
Prepared By: Consultant

AVERAGE HOURLY PROJECT RATES

FIRM DLZ
PTB-ITEM# 0
PRIME/SUPPLEMENT Prime

DATE 12/31/20

SHEET 1 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Resident Project Engineer			Civil Engineer III PT			Documentation/Closeout						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	70.00	0.0																	
Resident Project Engineer	57.08	300.0	93.75%	53.51	200	100.00%	57.08				100	100.00%	57.08						
Civil Engineer III	61.00	0.0																	
Civil Engineer III PT	51.03	20.0	6.25%	3.19				20	100.00%	51.03									
Civil Engineer II	42.18	0.0																	
Civil Engineer II PT	38.78	0.0																	
		0.0																	
Field Crew Chiefs	47.75	0.0																	
Instrument Person	39.85	0.0																	
Construction Observer Man	44.00	0.0																	
CAD Operation	31.00	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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TOTALS		320.0	100%	$56.70	200.0	100.00%	$57.08	20.0	100%	$51.03	100.0	100%	$57.08	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: DLZ Illinois, Inc.

PTB NUMBER:

TODAY'S DATE: 12/31/2020

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day		44	$65.00	$2,860.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$1.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$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	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					$2,860.00

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND

W.O. = Work Order

J.S. = Job Specific

Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Anthony Quigley
Regional Engineer
Department of Transportation
District 1, 201 West Center Court
Schaumburg, Illinois 60631

County	Cook
Municipality	Village of Orland Park
Section	
Route	Various
Contract No.	
Job No.	
Project	

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☐ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

2-16-21
Date

Signature and Title (for the Local Public Agency) GEORGE KOCZWARA - VILLAGE MANAGE

Jerold Erzinger
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 18-13300.

Mr. Erzinger's experience includes construction management including experience as Resident Engineer, inspection, and documentation for many Illinois Department of Transportation and local municipality and County construction projects. Please see Jerold Erzingers resume attached for further qualifications

12/31/2020
Date

Signature of Applicant

Resident Project Engineer
Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved

Date

Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Printed 12/31/2020

BC 775 (Rev. 06/16/16)

Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

STAFF RESUMES

JERROLD ERZINGER
RESIDENT ENGINEER

Mr. Erzinger has over 32 years of experience working for the Illinois Department of Transportation in construction management and resident engineering services for the construction of highways, bridges and railroads. Over his career with IDOT, Jerrold has displayed strength in troubleshooting various construction problems that may arise in the field. Mr. Erzinger has proficiency in ICORS record keeping, surveying, material testing and is certified in IDOT Documentation.

EDUCATION

Morrison Institute of Technology (Highway Engineering) 1984

CERTIFICATIONS

Illinois Department of Transportation: Documentation of Contract Quantities, #18-13300

SKILLS/TRAINING

IDOT BDE - Special Waste, Construction Projects and Special Provisions

OSHA 30 HR Construction Training

ICORS

- **DuPage County Department of Transportation Central System Expansion 1 & 2. Resident Engineer.** Completed Phase III construction engineering services for traffic signal improvements associated with the installation of a Central Signal System Expansion. The Central Signal System is a complex ITS project to provide improved traffic signal operations and video management through an Ethernet IP based network. Work includes improvements to existing traffic signal installations including traffic signal controller replacements and installation of servers, software, network switches, fiber optic cable, conduit, and PTZ cameras.
- **Illinois State Toll Highway Authority (ISTHA) Contract I-18-4393 (M-14 Yard Improvement).** Construction of retaining wall, construct new PCC and HMA pavement, drainage improvement and lighting improvement within M-14 Maintenance Yard.
- **Illinois State Toll Highway Authority (ISTHA) Contract RR-18-4385 (Systemwide Oasis Curb Repair).** Curb and gutter repair, sidewalk repair, median repair, and pavement patching at Lincoln Oasis, Hinsdale Oasis, O'Hare Oasis and Lake Forest Oasis.
- **Illinois Department of Transportation (IDOT) Resident Engineer and Assistant Resident Engineer for various projects for 27 of his 32 years at IDOT.** Responsibilities included actively managing and overseeing on-site construction staff; reviewing construction contract documents for overall understanding of the project and for constructibility concerns; preparing and implementing alternate solutions to construction issues as they arise; coordinating solutions with design engineers and the clients; providing observation and inspection of the construction work and contractor operations to verify that the construction is accomplished in accordance with the plans and specifications; provide liaison functions related to coordination of contractors, utilities, other agencies and property owners engaged or affected by the project; meeting with contractors regularly to coordinate work, resolve issues, review scheduling and sequence operations; conducting utility meetings with all affected utilities and verify relocation schedules; preparing and maintaining project documentation and records. Major Projects that Mr. Erzinger served included:
    - South Cook County traffic signal LED retrofits involving 50+ intersections.
    - Reconstruction of 111th, Central to Pulaski including RR underpass, pump station, and 2 new traffic signal installations.
    - Reconstruction US 30, I -394 to Sauk Trail including 3 new traffic signal installations.
    - Reconstruction of 159th St and US 45 including 3 new traffic signal installations.

Local Public Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
Village of Orland Park				DLZ Illinois, Inc.
County: Cook				Address: 8430 W. Bryn Mawr Ave, Suite 100
Section				City: Chicago
Project No.		Construction Engineering Services Agreement For Federal Participation		State: IL
Job No.				Zip Code: 60631
Contact Name/Phone/E-mail Address: Khurshid Hoda, khoda@orlandpark.org				Contact Name/Phone/E-mail Address: Gregory R. Brumm, (773) 283-2600, gbrumm@dlz.com

THIS AGREEMENT is made and entered into this 1st day of February, 2021 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name 143rd Street (IL 7) from Wolf to Sourtwest Route IL 7 Length _____ Structure No. _____

Termini _____

Description: Project will add _____ Equipment instaled will include _____ and any associated materials to complete the work.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:

   ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   ☐ c. For soils, to obtain samples and perform testing as noted below.

   ☐ d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☐ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

☐ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

☒ m. Revision of contract drawings to reflect as built conditions.

☒ n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

☒ FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ FF = 14.5%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor
FF=Fixed Fee
SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   (a) Publishing a statement:

      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

      (2) Specifying the actions that will be taken against employees for violations of such prohibition.

      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

         (A) abide by the terms of the statement; and

         (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

   (b) Establishing a drug free awareness program to inform employees about:

      (1) the dangers of drug abuse in the workplace;

      (2) the grantee's or contractor's policy of maintaining a drug free workplace;

      (3) any available drug counseling, rehabilitation and employee assistance program; and

      (4) the penalties that may be imposed upon an employee for drug violations.

   (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

   (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

   (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

   (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

   (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
DLZ Illinois, Inc.	311683105	

Sub-Consultants:	TIN Number	Agreement Amount
.		
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work:	

Executed by the LPA:

VILLAGE OF ORLAND PARK
(Municipality/Township/County)

ATTEST:

By: [signature]

Village Clerk

(SEAL)

By: [signature]

Title: VILLAGE MANAGER

Executed by the ENGINEER:

Gregory R. Brumm

ATTEST:

By: Mona Croitoru

Title: Staff Accountant

By: [signature]

Title: President

OFFICIAL SEAL
MONA CROITORU
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/12/22

Exhibit A - Construction Engineering

Route: 143rd Street (IL 7) from Wolf to Sourtwest
Local Village of Orland Park
(Municipality/Township/County)
Section:
Project:
Job No.:

*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 159.83 %
Complexity Factor (R) 0.00
Calendar Days

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐
Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Const Mangment	Resident Proj	200.00	$57.08	$11,416.00	$18,246.19		$0.00	$4,301.01	$33,963.20
Const Mangment	Civil Eng III PT	20.00	$51.03	$1,020.60	$1,631.22		$0.00	$384.51	$3,036.33
Documentation/Clo	Resident Proj	100.00	$57.08	$5,708.00	$9,123.09		$0.00	$2,150.50	$16,981.59
				$0.00	$0.00			$0.00	
Direct Costs							$2,860.00		$2,860.00
Totals		320.00		$18,144.60	$29,000.50		$2,860.00	$6,836.02	$56,841.12

Illinois Department of Transportation

Engineering Payment Report
(Submit with Final Invoice)

Prime Consultant

Name	DLZ Illinois, Inc.
Address	8430 W. Bryn Mawr
Telephone	(773) 283-2600
TIN Number	

Project Information

Local Agency	Village of Orland Park
Section Number	
Project Number	
Job Number	

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Orland Park
Section Number _____
Project Number _____
Job Number _____

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

☐ Form Not Applicable (engineering services less than $25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☐ Yes ☐ No
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the *BLRS Manual*? ☐ Yes ☐ No If no, IDOT's approval date: _____
3.	Was the scope of services for this project clearly defined? ☐ Yes ☐ No
4.	Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: _____ Method(s) used for advertisement and dates of advertisement: _____
5.	Do the written QBS policies and procedures cover conflicts of interest? ☐ Yes ☐ No
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☐ Yes ☐ No
7.	Do the written QBS policies and procedures discuss the method of evaluation? ☐ Yes ☐ No Criteria for this project / Weighting / Criteria for this project / Weighting _____ ____% _____ ____% _____ ____% _____ ____% _____ ____% _____ ____% _____ ____% _____ ____%
8.	Do the written QBS policies and procedures discuss the method of selection? ☐ Yes ☐ No Selection committee (titles) for this project: _____ Top three consultants selected for this project in order: 1) _____ 2) _____ 3) _____ If less than 3 responses were received, IDOT's approval date: _____
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☐ Yes ☐ No
10.	Were negotiations for this project performed in accordance with federal requirements? ☐ Yes ☐ No
11.	Were acceptable costs for this project verified? ☐ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☐ Yes ☐ No
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☐ Yes ☐ No

ORLAND PARK

PROPOSAL SUMMARY SHEET

RFQ # 20-023

143RD STREET TRAFFIC SIGNAL INTERCONNECT –
PHASE III CONSTRUCTION ENGINEERING SERVICES

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

Organization Name: DLZ Illinois, Inc

Street Address: 8430 W Bryn Mawr Avenue, Suite 100

City, State, Zip: Chicago, Illinois 60631

Contact Name: Gregory Brumm

Phone: 773.864.4850 Fax: 773.283.2602

E-Mail address: gbrumm@dlz.com

Signature of Authorized Signee: Gregory R. Brumm

Title: President

Date: July 28, 2020

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

ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned Gregory Brumm, as President
(Enter Name of Person Making Certification) *(Enter Title of Person Making Certification)*

and on behalf of DLZ Illinois, Inc, certifies that:
(Enter Name of Business Organization)

1) <u>BUSINESS ORGANIZATION</u>:

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

Federal Employer I.D.#: 31-1683105
(or Social Security # if a sole proprietor or individual)

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

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
_X_ Corporation Illinois February 1, 2000
(State of Incorporation) *(Date of Incorporation)*

2) <u>ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS</u>: 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) <u>SEXUAL HARRASSMENT POLICY</u>: 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) <u>TAX CERTIFICATION</u>: Yes [X] No [ ]

Engineer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) <u>AUTHORIZATION & SIGNATURE</u>:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Engineer 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:

Gregory R. Brumm

Signature of Authorized Officer

Gregory Brumm

Name of Authorized Officer

President

Title

July 28, 2020

Date

ORLAND PARK

REFERENCES

ORGANIZATION	DuPage County DOT
ADDRESS	421 N County Farm Road
CITY, STATE, ZIP	Wheaton, Illinois 60187
PHONE NUMBER	630-407-6500
CONTACT PERSON	Mr. William Eidson
DATE OF PROJECT	Current

ORGANIZATION	Illinois State Toll Highway Authority
ADDRESS	2700 Ogden Avenue
CITY, STATE, ZIP	Downers Grove, Illinois 60515
PHONE NUMBER	630-241-6800
CONTACT PERSON	Mr. Mike Wicks
DATE OF PROJECT	2017

ORGANIZATION	Chicago Department of Transportation (CDOT)
ADDRESS	30 N LaSalle Street
CITY, STATE, ZIP	Chicago, Illinois 60515
PHONE NUMBER	312-744-3613
CONTACT PERSON	Mr. Sean Guzik
DATE OF PROJECT	2017
Proposer's Name & Title:	Gregory Brumm - President
Signature and Date:	Gregory R. Brumm

ORLAND PARK

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

Workers' Compensation – Statutory Limits

Employers' Liability

$1,000,000 – Each Accident $1,000,000 – Policy Limit

$1,000,000 – 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 proposer 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 proposer.

ACCEPTED & AGREED THIS 28th DAY OF July, 2020

Gregory R. Brumm

Signature

Gregory Brumm - President

Printed Name & Title

Authorized to execute agreements for:

DLZ Illinois, Inc

Name of Company

Client#: 25256 DLZCORPO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/03/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Katie Kresner
PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082
E-MAIL ADDRESS: Katie.Kresner@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : Everest National Ins Co	10120
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED
DLZ Illinois Inc.
8430 W Bryn Mawr Avenue; Suite 100
Chicago, IL 60631

COVERAGES CERTIFICATE NUMBER: 20-21 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5268221	04/01/2020	04/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA4489714	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			XC8CU00042201	04/01/2020	04/01/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC015893783	04/01/2020	04/01/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab Incl Pollution Liability			AEH591928672	04/01/2020	04/01/2021	Per Claim $5,000,000 Aggregate $5,000,000	

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

Re: 143rd Street Traffic Signal Interconnect - Phase III Construction Engineering Svs.; IL.
The Village of Orland Park is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.
The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.
(See Attached Descriptions)

CERTIFICATE HOLDER

The Village of Orland Park
14700 S Ravinia Ave
Orland Park, IL 60462

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

D.H. Gillings

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