### CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2021-0195 Innoprise Contract #: C21-0091

**Year:** 2021 **Amount:** \$144,900.00

**Department:** Recreation & Parks

Contract Type: Professional services

**Contractors Name:** Wight & Company

Contract Description: Parks Conceptual Master Planning & Design



## AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND WIGHT & COMPANY FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 5 of May, 2021 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and WIGHT & COMPANY (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Parks Conceptual Master Planning & Design (hereinafter referred to as the "Project", the "Work", or the "Services").

#### WITNESSETH:

	In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter						
ref	erred to collectively as the "Parties"), the Parties agree as follows:						
1.	Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of						
	Services" as set forth in:						
	The Contractor's Proposal or Bid No, and dated 20; and/or						
	Village of Orland Park RFQ/RFP/Purchase Order No. #20-036.						
	which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project").						
	The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request for						
Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede,							
	prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by						
	the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict						
	with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall						
	be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or						
	Purchase Order shall control.						

#### 2. Payment:

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A.	<u>Compensation</u> : The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:
	the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
	the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby
	made a part hereof; and
	⊠ subject to a not-to-exceed amount of \$126,000 Contract Proposal, plus \$18,900 (15% contingency).
	totaling \$144,900 ("Contract Price")
B.	Invoices: The Consultant agrees to and shall prepare and submit:
	an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
	invoices for progress payments to the Village as hereinafter set forth for Services completed to date.
	Invoices shall be prepared monthly and shall document the percentage of the time/hours expended
	as the Work that is completed to date by the Consultant.

- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. <u>Withholding Payment</u>: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to

errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

- E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
- 3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

  Scope of Services as set forth in the Consultant's proposal dated December 16, 2020 (Exhibit A)

  Schedule of Fees (Exhibit B)

  In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
- 4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
  - A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than June 1, 2021 or as mutually agreed upon (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2021 or as mutually agreed upon (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
  - B. <u>Progress Reports</u>. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).

- 5. <u>Venue and Choice of Law</u>: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
- 6. <u>Non-assignability:</u> The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
- 7. <u>Notices and Communications:</u> Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

#### To the Village:

Name: George Koczwara
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708.403-6151

Facsimile: 708.349-4859 e-mail: gkoczwara@gmail.com

#### To the Contractor:

Name: Bob Ijams Company: Wight & Co.

Address: 2500 N. Frontage Rd. City, State, Zip: Darien, IL 60561

Telephone: 630.739-6644 Facsimile: 630.969-7979 e-mail:rijams@wightco.com

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

- 8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason. Any modification to the Scope of Services shall include an equitable and mutually acceptable adjustment in compensation.
- 9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
- 10. <u>Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):</u>
  - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
  - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-

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

#### 11. Insurance:

#### A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:
  - Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
  - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- B. <u>Insurance Required</u>: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:
  - (i) Commercial General Liability:
    - (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
    - (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all sub-consultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

#### (iv) Professional Liability:

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

#### (v) Umbrella Policy:

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

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

#### D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act

- or omission, including, but not limited to:
- (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
- (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
  - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. <u>Subconsultants</u>: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. <u>Assumption of Liability</u>: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. <u>Insurance Certifications</u>: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. <u>Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance</u>: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their

respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

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

#### 12. Indemnity:

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

#### 13. Village Confidential Information:

A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.

- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
- 14. <u>Professional Standard</u>: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
  - A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
  - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
  - C. <u>Authorized to do Business in Illinois</u>: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
  - D. <u>Certification to Enter into Public Contracts</u>: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
  - E. <u>Payment to the Illinois Department of Revenue</u>: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
  - F. <u>Debarment</u>. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
  - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
  - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- 15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

- 16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
- 17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
- 18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
- 19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
- 20. <u>Illinois Freedom of Information Act</u>: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made

by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

- 21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
- 22. <u>Duration</u>: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
- 23. <u>Advertisement:</u> The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
- 24. <u>Amendments:</u> No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
- 25. <u>Termination; Remedies:</u> Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
- 26. <u>Supersede:</u> The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 27. <u>Severability</u>: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 28. <u>Facsimile or Digital Signatures</u>: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 29. <u>Counterparts</u>: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

- 30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

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

CONSULTANT: WIGHT & COMPANY

By:

Name: Jason Dwyer

Its President, Design & Construction
and Authorized Agent

EXHIBIT A

VILLAGE OF ORLAND PARK

By:

Name: George Koczwara, Title: Village Manager

ATTEST:

EXHIBIT A

EXHIBIT A
[ATTACHED]

Scope of Work as set forth in Consultant's Proposal dated <u>December 16, 2020</u> and/or in Village Proposal Number 20-036 dated <u>November 16, 2020</u>

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees



Exhibit A



# THE VILLAGE OF ORLAND PARK

Parks Conceptual Master Planning & Design



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**Cover Letter** 





December 16, 2020

John Mehalek 14700 South Ravinia Avenue Orland Park, Illinois 60462

## RE: REQUEST FOR LETTERS OF INTEREST, STATEMENTS OF QUALIFICATIONS AND PERFORMANCE DATA FOR PROFESSIONAL SERVICES – COMMUNITY PARK PROJECT

Dear Mr. Mehalek.

On behalf of Wight & Company (Wight), thank you for the opportunity to submit our proposal to provide professional services for the Village of Orland Park's (Village) Parks Conceptual Master Planning & Design Project.

As a firm that has made our living over the last 81 years by working with public agencies like yours, we recognize the pressure of community expectations. Rest assured, this is what we do. Our dedicated in-house team of Parks & Recreation professionals are tremendously excited to work with you and the Village staff to provide the Orland Park community with not only more outdoor active and passive recreation opportunities, but also with confidence in the process. We are here to support you with a **transparent, inclusive, and creative approach** that ensures the Centennial Park, Centennial Park West John Humphrey Complex and Schussler Park will be an assets reflective of the Village of Orland Park and its residents.

In crafting our approach to your initiative, we have thoroughly reviewed your Request for Proposals. We understand that the Village completed a Comprehensive Plan in 2013 that identified various goals and objectives related to the Village's parks and open lands. We understand the Village's focus of "improved quality of experience, new and/or expanded recreational and athletic opportunities for residents, resident athletic organizations and regional athletic organizations and keeping in mind the specific roles each park plays in serving the residents." Based on our understanding of the work you have done and your needs moving forward, we have assembled a talented team lead by Principal-In-Charge Bob Ijams and Project Manager/Lead Designer Patty King, PLA, CPSI, ASLA, LEED AP. With 25-years of experience, Patty has designed and managed over \$95M of Parks & Recreation projects, including 26 funded with OSLAD grants. Along with Wight's in-house team of architects, landscape architects, civil engineers and cost estimators, ETC Institute will provide the requested statistically valid survey. This team has successfully collaborated on previous projects and has more than 100 years of collective experience developing spaces in which communities play, learn, compete, and connect.

Our experience working with clients in the Parks & Recreation market has given us a sensitivity to the demands placed on Village staff to deliver a quality project within a defined schedule, at or under budget. Our project experience includes the design and construction of over 150 recreational facilities and outdoor sports complexes for park districts, local municipalities, school districts, and universities. The following submittal contains additional overviews of selected comparable projects.

We thank you for the opportunity to begin our partnership with the Village, and to assist you in the development of your key parks. Our project team looks forward to discussing our approach and thoughts on how we can help you maximize your community's investment and provide you with confidence in the **value we will bring** to this exciting project. If you have any questions on the submittal or require any additional information, please do not hesitate to contact me at 630.739.6644

Sincerely,

**WIGHT & COMPANY** 

Robert S. Ijams

Principal-in-Charge

Director of Parks & Recreation

rijams@wightco.com

2500 North Frontage Road Darien, IL 60561

**Experience** 



#### **PARKS & RECREATION**

Wight's Parks & Recreation specialists are dedicated to designing and building unique, functional spaces for families and communities to play, learn, compete, and connect.

**Our dedicated Parks & Recreation professionals** specialize in the creation of exceptional facilities and outdoor environments that respond to the diverse and growing needs of public and private recreation providers. This inhouse team of construction managers, architects, landscape architects, and engineers work side-by-side to bring recreation projects to life.

Whether we provide construction management, turn-key Design & Delivery services, or serve as a project team partner, we bring a collaborative approach to our work. This approach translates into creative design solutions, seamless project management and, ultimately, innovative and cost-conscious delivery. Our expertise includes the construction of indoor facilities, athletic fields and complexes, ice rinks, nature centers, parks, trail systems, and play environments.

We partner with clients to create cost-effective and sustainable solutions that advance their missions. These solutions are shaped by the unique needs of each recreation provider, balanced by fiscal responsibility, and enriched by our integrated approach.



Our approach to provide design and engineering services for the Village of Orland Park's projects begins with our passion to create environments that enhance the active and passive recreational experiences for all users, while supporting the mission and values of the Village. We believe that each project must be approached individually without preconception.

The projects profiled within this section comply with the RFQ parameters and demonstrate the parks and recreation experience of the proposed team, most notably the key individuals that will collaborate day-to-day with the Village of Orland Park.

"The successful outcome can be directly attributed to the Wight team and their ability to provide outstanding leadership and clear direction while problem solving when needed and necessary."

Dave Harris Executive Director, Glen Ellyn Park District



## NORMAL PARKS & RECREATION DEPARTMENT

Normal, Illinois

#### Reference

Chris Cotton (Former Director, Normal Parks & Recreation Department) Current Parks & Recreation Director for the City of Salina, KS 300 West Ash Street, Room 100 Salina, KS 67401 785.309.5765

#### **Services Provided**

Conceptual Site Design Landscape Architecture

#### **Project Data**

Start Date: January 2016 End Date: April 2016 Budget: \$15M Final Cost: Concept Phase Value of Change Orders: 0

# MAXWELL PARK SPORTS PARK DESIGNS TO SUPPORT AN ACTIVE COMMUNITY

Wight provided conceptual design services for the expansion of Maxwell Park, a premier regional sports complex serving national, regional, and local softball tournaments. The Town of Normal Parks & Recreation Department (Department) was facing a growing demand for youth soccer, with nearly 4,000 participants annually. The Department identified Maxwell Park as a location with potential for expansion to accommodate additional sports offerings and infrastructure required to meet the community's soccer needs.

Wight created conceptual designs for the park expansion that included the following amenities:

- Championship synthetic turf soccer stadium
- Three full-size synthetic turf soccer fields
- Eight natural grass soccer fields (various sizes)
- Three futsal courts
- · Parking lot expansion
- · Nature-based play area
- Disc golf course
- Dog park area
- Trail system and cross country running course
- · Play environment, restrooms, concessions, and shelters



## DUNDEE TOWNSHIP PARK DISTRICT

East Dundee, Illinois

#### Reference

Dave Peterson, CPRP Executive Director 21 North Washington Street Carpentersville, IL 60110 847.428.7131, ext. 4001

#### **Services Provided**

Concept Site Design

#### **Project Data**

Start Date: March 2018 End Date: June 2018 Budget: \$13M Final Cost: N/A Value of Change Orders: None

# BONNIE DUNDEE COMMUNITY PARK DESIGNS FOR A PHASED TRANSFORMATION

The Dundee Township Park District currently owns and manages two public golf courses, Bonnie Dundee Golf Club and Randall Oaks Golf Club. In order to provide alternative recreational experiences, the Park District engaged Wight to explore opportunities to re-purpose the Bonnie Dundee Golf Club for active and passive recreation. Various concepts were explored based on phasing out nine holes in the short term for soccer fields, trails, a play environment, a skate park, and natural areas. Future phases include the development of a dog park and additional soccer fields, and a renovated maintenance facility.



#### **VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365U**

Romeoville, Illinois

#### Reference

Valley View CUSD 365U Gary Grizaffi Assistant Superintendent of Administrative Services 815.886.2700

#### **Services Provided**

Integrated Services

**Project Data** Size: 20 acres Cost: \$5.0M End Date: June 2020

#### **ROMEOVILLE HIGH SCHOOL** ATHLETIC FIELD ADDITIONS AND RENOVATIONS

Wight provided integrated services to 40-year old Romeoville High School which was desperately in need of improvements. The comprehensive renovations at provided a learning environment comparable to a new facility.

Project highlights include:

- · Renovation of baseball, softball and football fields to artificial turf
- · Concession and locker room facility located within the stadium
- New track and field facilities
- · Bleacher expansion with new press box
- 8 new tennis courts
- · Earth berm spectator sitting areas around baseball fields





## ROMEOVILLE PARKS & RECREATION DEPARTMENT

Romeoville, Illinois

#### Reference

Kelly Rajzer Director of Parks & Recreation 900 West Romeo Road Romeoville, IL 60446 815.886.6222

#### **Services Provided**

Conceptual Site Design

#### **Project Data**

Start Date: January 2016 End Date: April 2016 Budget: \$5.1M Final Cost: \$1.1M

# SPORTS COMPLEX (FORMER LOCAL 150 SITE)

DESIGNS TO ENCOURAGE COMMUNITY RECREATION AND SPORTS TOURISM

Wight provided conceptual design services for the development of the former Local 150 Union Apprenticeship and Skill Improvement site. The 95-acre site was targeted by the Village of Romeoville for acquisition to meet the active recreational needs southwest Romeoville residents. Along with addressing the needs of residents, the development of this project positioned Romeoville for additional sports tourism opportunities.

#### Project highlights include:

- · Four little league synthetic turf baseball fields
- Two bronco league synthetic turf baseball fields
- · Two high school synthetic turf baseball fields
- Two multi-purpose football/soccer fields
- · Parking area
- Indoor gymnastics center
- High ropes course
- Trails
- Native landscaping
- · Play environment, restrooms, concessions, and shelters











## DE LA SALLE INSTITUTE

Chicago, Illinois

#### Reference

Nick Colletti 3434 S Michigan Avenue Chicago, IL 312.842.7355

#### **Services Provided**

Civil Engineering Construction Management

#### **Project Data**

Size: 562,222 sf Cost: \$3.4M End Date: 2018

# DE LA SALLE INSTITUTE ATHLETIC FIELD IMPROVEMENTS PHASED DESIGN-BUILD SERVICES FOR ENHANCED ATHLETIC FACILITIES

Wight provided planning, landscape architecture, engineering, estimating and construction management to renovate and replace Da La Salle's Varsity Football/Soccer field and Varsity Baseball Field with synthetic Turf. Project included new baseball dugouts and storage, new backstop with netting, new high mast lighting and associated infrastructure including underground stormwater detention storage. The site included decorative gateway entry and pedestrian pavers to enhance fan experience.

Wight collaboratively worked as a team to incorporate retaining walls to incorporate existing site constraints and to help reduce earthwork/haul off costs due to contaminated soil.

#### **EXPERIENCE: SPECIAL EVENTS & COMMUNITY PARKS**



## SOUTH ELGIN PARKS & RECREATION DEPARTMENT

South Elgin, Illinois

#### Reference

Kim Wascher Director of Parks & Recreation kwascher@southelgin.com 847.622.0003

#### **Services Provided**

Landscape Architecture Civil Engineering

#### **Project Data**

Size: 6.3 acres Cost: \$4.65M

End Date: September 2020 (estimated)

# PANTON MILL PARK CREATING A FESTIVAL PARK FOR THE ENTIRE COMMUNITY

The Village of South Elgin commissioned Wight to re-envision their community festival space. As the site of their annual Riverfest music festival and carnival, the design focused around an elevated and covered stage, an extra-large pavilion, concessions and restroom building, splash pad, additional parking, and improved pedestrian and vehicular circulation. Additionally, the entry to the Village Hall was improved with a monumental staircase and ADA ramp, plaza with seat walls, flag poles, and new landscaping all around the building. The improvements will welcome the citizens into the Village Hall and provide the community with a wonderfully designed space for their festivals and large family gatherings, allowing them to enjoy the Fox River for years to come.

#### Key features include:

- · Pergola structure
- · Band shell
- Shelter
- · Restrooms/concessions
- · Splash pad
- Riverwalk
- · On-street parking





#### **EXPERIENCE: SPECIAL EVENTS & COMMUNITY PARKS**



## DARIEN PARK DISTRICT Darien, Illinois

#### Reference

Stephanie Gurgone Executive Director 7301 Fairview Avenue Darien, IL 60561 630.968.6400, ext. 120

#### **Services Provided**

Civil Engineering Landscape Architecture

#### **Project Data**

Start Date: June 2012 End Date: December 2012 Cost: \$3.8M

## SOUTH GROVE PARK

#### **DESIGN FOR A MULTI-GENERATIONAL PARK**

Wight provided conceptual design services for the development of South Grove Park to meet the growing recreational needs in the northwestern area of the Darien Park District. This neighborhood park features an existing pond, woodland, and open space. The proposed improvements offer diverse active and passive opportunities for multi-generational users.

Proposed improvements include:

- Amphitheater
- · Little league baseball field
- · U-12 soccer field
- Sand volleyball
- · Fitness stations
- · Play environment, restrooms, concessions, and shelters
- · Trails and boardwalks
- · Native landscaping

#### **EXPERIENCE: SPECIAL EVENTS & COMMUNITY PARKS**







#### RAVINIA FESTIVAL Highland Park, Illinois

#### Reference

Wetz Kauffman President & CEO Highland Park, IL wetz@ravinia.org

#### **Services Provided**

Architecture

#### **Project Data**

Size: 43,000 sf Cost: Phase I of a \$37M project End Date: Phase I - June 2018

#### **RAVINIA FESTIVAL DINING PAVILION** APPEALING TO A NEW GENERATION

The two-story, 43,000-sf Dining Pavilion is nestled among a stand of mature trees on the grounds of Ravinia Festival, the summer home of the Chicago Symphony Orchestra. The original Ravinia Dining Pavilion, completed for the 2007 season, was designed by Lohan Anderson (now a part of Wight & Company) to address the growing demand for quality food service at Ravinia. Wight was reengaged to build upon the success of the Dining Pavilion by designing an expansion to include an outdoor dining veranda as well as a new building to be known as The Music Experience.

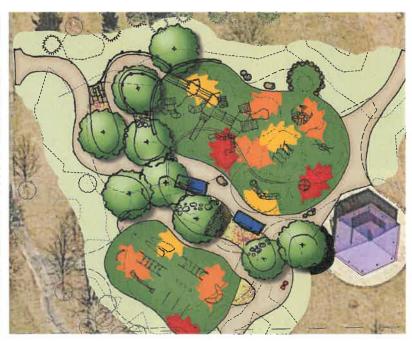
In deference to Ravinia's park-like setting, the design of the original building was sensitively handled by breaking down the apparent bulk of the new building. This was achieved through pronounced layered steps in the façade, a recess of the ground floor, the introduction of a second-floor dining terrace above a one-story extension to the south, and the use of natural material and transparency. The façade on the park side is predominantly glass to provide extensive views of the beautiful landscape and festival activities from within the building. The only other material used on the façade is weather treated mahogany, selected for its warm color and sympathetic relationship with the landscape context.

Ravinia's objectives in seeking modifications to the original building, completed for the 2018 summer concert season, were to increase the opportunity for guests to dine outdoors in connection to the Dining Pavilion, and to update the restaurant venues. Their objective for the new building is to introduce a new performance and exhibits venue, which is intended to increase the awareness and appreciation of classical music. Working collaboratively with exhibit designers and acousticians, Wight has designed the new facility to feature a dynamic multimedia experiential theater and exhibits gallery that will open in 2019.

#### **EXPERIENCE: PLAYGROUND (ALL INCLUSIVE)**







## PLAINFIELD PARK DISTRICT Plainfield, Illinois

#### **Owner Contact**

Carlo Capalbo, MPA, CPRE Executive Director 24550 W. Renwick Road Plainfield, IL 60544 815.436.8813

## **Services Provided**Landscape Architecture

**Project Data**Cost: \$750K
Completion: 2019

# BOTT PARK ALL-INCLUSIVE PLAYGROUND FOREST FLOOR FUN

The Plainfield Park District engaged Wight & Company to develop a new master plan for Bott Community Park with an emphasis on a new All-inclusive play environment. The outdated original playground installed in 1999 had reached its useful life and did not meet current accessibility standards. The new forest floor inspired play environment features an interactive play structure accessible via an elevated ramp, sensory based independent play elements and a separated challenge course. The play environment utilizes synthetic turf for the safety surfacing.

#### **EXPERIENCE: PLAYGROUND (ALL INCLUSIVE)**







#### Oak Brook Park District Oak Brook, Illinois

## Owner Contact

Laure Kosey Executive Director 1450 Forest Gate Road Oak Brook, IL 60523 630,645,9535

#### **Services Provided**

Landscape Architecture Civil and Electrical Engineering Construction Management Sustainability

#### **Project Data**

Size: 6 acres Cost: \$2.2M Start Date: April 2017 End Date: August 2018

# CENTRAL PARK FITNESS AND FUN FOR THE ENTIRE FAMILY

The Oak Brook Park District commissioned Wight to assist with the renovation of Central Park using our integrated Design & Delivery methodology. Originally constructed in the 1990s, the park was in need of updates and improvements to its infrastructure and amenities. The Park District successfully secured a \$400K OSLAD Grant in 2015 and solicited various private donations to fund the park improvements.

The newly designed park features a universally accessible play environment with a sandlot baseball theme, and received the IPRA's Outstanding Facility Award in 2018.

Project highlights include:

- · All-inclusive play environment
- · High school baseball field
- · Softball/little league fields
- · Clubhouse (future)
- · Permeable paver parking lot
- Trails
- · Fitness stations
- · Sports lighting
- Archery

#### **EXPERIENCE: PLAYGROUND**







## Community Consolidated School District 62

Des Plaines, Illinois

#### **Owner Contact**

Dr. Jane Westerhold (Retired) Superintendent 847.772.3219 westerholdj@gmail.com

Paul Hertel Superintendent 847.824.1136 hertelp@d62.org

#### **Services Provided**

Master Planning Architecture Engineering Sustainability Construction Management

#### **Project Data**

Construction End Date: January 2010 Value of Project: \$13M Acres/Size: 50,000 sf



## JANE L. WESTERHOLD EARLY LEARNING CENTER PLAY ENVIRONMENT

#### Using Green Space to Enhance Early Childhood Education

Wight provided architectural, engineering, and construction services for renovations and additions to the Forest Elementary School/Algonquin Middle School Campus using our integrated Design & Delivery approach.

The goal of this project was to maximize resources and consolidate under one roof the early childhood programs located throughout the District. A key component of this project was the creation of two secured courtyards to provide the ELC with an abundance of natural light, shared-use garden plots, areas for safe/secure outdoor play, and an organizing structure for classrooms and semi-private/public spaces.

The poured-in-place playground surface, which covers approximately half of the overall courtyard area, serves as a water collection system. This porous material, which also serves as a safety cushion around/under the playground equipment, allows water to pass through its membrane and travel under the pitched surface to selectively placed catch basins.

The building addition was also designed so that during inclement weather rainwater is directed down the pitched roof into the courtyard. The team used this as a learning opportunity by incorporating fiberglass splash blocks in the form of specific leaves at the four corners where the shed roofs meet. Both the Latin and common names of the leaves are inscribed into concrete rings surrounding these elements and the water runoff is partially collected and discharged underground through permeable pavers surrounding the leaves.

#### EXPERIENCE: PLAYGROUND







## SOUTH ELGIN PARKS & RECREATION DEPARTMENT

South Elgin, Illinois

#### **Owner Contact**

Kim Wascher Executive Director 10 North Water Street South Elgin, IL 60177 847.622.0003

#### **Services Provided**

Landscape Architecture Civil Engineering

#### **Project Data**

Cost: \$345K Completion: 2017

# JIM HANSEN PARK UPDATED PLAY ENVIRONMENT

Jim Hansen Park serves as South Elgin's most heavily used community park. Based on the park's aging infrastructure, the South Elgin Parks & Recreation Department retained Wight to redevelop the play environment and shelter to better serve residents and summer camp participants.

The new playground features a baseball-themed modular play structure designed for the 5-12-year-old age group. Additional play elements include a "global motion" (group spinner/climber) and a "boogie board" (balance/motion). Synthetic turf play surfacing was used to enhance the overall baseball theme.

#### Project highlights include:

- · Baseball-themed play structure
- Swings
- · Synthetic turf play surfacing
- · Plaza with seating
- · Renovated shelter
- Landscape enhancements

#### **EXPERIENCE: PLAYGROUND**



## ROMEOVILLE PARKS & RECREATION DEPARTMENT

Romeoville, Illinois

#### Reference

Kelly Rajzer, Director Village of Romeoville Parks and Recreation Department 900 W Romeo Road Romeoville, Illinois 60446 krajzer@romeoville.org Direct: (815) 886-6222

#### **Services Provided**

Architecture Landscape Architecture Construction

#### **Project Data**

Start Date: July 2020 End Date: September 2021 Size: 3.14AC Cost: \$700,000



# PINE TRAIL PARK CONNECTING NEIGHBORHOODS THROUGH PLAY

The Village of Romeoville Parks and Recreation Department reached out to Wight and Company to help with the design of a new park. The property was newly acquired and had a beautiful stand of Bur Oak trees, which the Village wanted to save. We designed an oak tree themed playground utilizing the acorn shape of the White Oak tree, the Illinois state tree. There are three play areas, one large and two small areas, which provides a large amount of play value and allows the park visitors space to keep socially distanced as well.

There is a looped trail through the park, and it connects the neighborhood to the regional bike trail at Naperville Road. A picnic shelter with tables are also available to park patrons and a few benches are incorporated through out the park for cozy seating areas and spaces to sit and enjoy the wonderful mature canopy of the oaks. The neighborhood was involved in the design process from the very beginning and were still being consulted as the plans were finalized and ready for pricing. A new berm with additional plantings was added to help screen the traffic and create a visual barrier from Route 53.

Construction will be complete by September 2021.

#### ADDITIONAL PROJECT EXPERIENCE

In addition to the work completed with Wight, Robert Ijams, PLA, Principal-in-Charge, and Patty King, PLA, CPSI, ASLA, LEED AP, Project Manager/Lead Designer, have completed numerous projects similar to the Park District's Community Park project while with previous firms, many of which received OSLAD grant funding.



#### **BLOOMINGDALE PARK DISTRICT**

#### **Springfield Park**

Patty King, PLA, CPSI, ASLA, LEED AP, redesigned the core area and ballfield layout of Springfield Park to improve spectator hospitality by enlarging the dugout areas; adding new bleachers, shade canopies, a plaza, and gathering space with seating; and new landscaping in raised planter beds throughout. Patty worked with the project engineers to improve the playability of the fields through proper drainage and grading.



#### CALUMET MEMORIAL PARK DISTRICT

#### Commisioner's Park

Robert Ijams, PLA, and Patty King, PLA, CPSI, ASLA, LEED AP, collaborated on the design and management of Commissioners Park and received an OSLAD grant for the redevelopment of a multipurpose softball/soccer field, shelter, play environment, trails, spectator area, and bags courts.



#### CHANNAHON PARK DISTRICT

#### **Community Park**

Robert Ijams, PLA, helped the Channahon Park District secure an OSLAD grant to fund the redevelopment of Community Park. Improvements included a splash pad, playground, tennis courts, basketball courts, parking, shelter, and trails.



### ROMEOVILLE PARKS & RECREATION DEPARTMENT

#### **Volunteer Park**

Robert Ijams, PLA, and Patty King, PLA, CPSI, ASLA, LEED AP, collaborated on the design and management of Volunteer Park and received two OSLAD grants for the redevelopment of softball fields, soccer fields, shelter, play environment, skate park, splash pad, disc golf, trails, parking, and championship plaza.



### SOUTH ELGIN PARKS & RECREATION DEPARTMENT SEBA Park

Robert Ijams, PLA, helped the South Elgin Parks & Recreation Department secure an OSLAD grant and private donations to fund an all-inclusive play environment, shelter, soccer field, trails, shoreline stabilization, native plantings, fishing stations, and bags courts at SEBA Park.



#### SOUTH ELGIN PARKS & RECREATION DEPARTMENT

#### **Stowell-Peddy Park**

Robert Ijams, PLA, also helped the South Elgin Parks & Recreation Department secure two OSLAD grants to fund a football field, soccer field, play environment, heritage barn interpretive area, fitness stations, skate park, trails, shelter, basketball court, ice rink, and native plantings for Stowell-Peddy Park.



#### ITASCA PARK DISTRICT

#### Franzen Park

Robert Ijams, PLA, helped the Itasca Park District secure an OSLAD grant to fund an education-inspired play environment, tennis courts, softball field, shelter, soccer field, and native plantings for Franzen Park.



#### **VILLAGE OF ITASCA**

#### Itasca Riverwalk

Patty King, PLA, CPSI, ASLA, LEED AP, provided programming, research and analysis, conceptual design, and a phasing strategy for a master plan for the Itasca Riverwalk. The scope of work also included the development of signage and branding for the Riverwalk. Beyond the aesthetic value of the Riverwalk, opportunities were sought to integrate sustainability including stabilization of the shoreline and a focus on stewardship through environmental education.

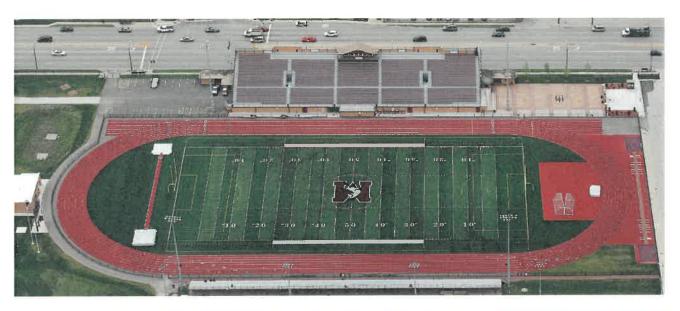


#### WEST CHICAGO PARK DISTRICT

#### **Pioneer Park**

Robert Ijams, PLA, and Patty King, PLA, CPSI, ASLA, LEED AP, collaborated on the design and management of Pioneer Park and received an OSLAD grant for the redevelopment of a baseball field, shelter, play environment, splash pad, fishing area, trails, parking, and native plantings.

### **45 SYNTHETIC TURF FIELDS**



















**Operating History** 



### **Operating History**

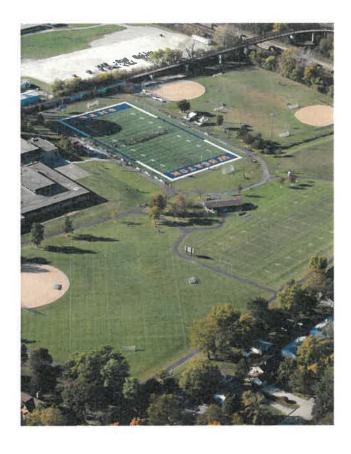
#### FIRM PROFILE

In 1939, Wight & Company (Wight) was founded by Colonel Raulin Wight as a surveying firm in Downers Grove, Illinois. Colonel Wight temporarily closed the practice while he served in the US military as a civil engineer until the end of WWII. After the war, Colonel Wight added civil engineering to the list of services offered by the newly reopened Wight & Company.

In the 1960s, Sonny Wight joined the family firm, bringing the insight of a second generation and his training as an architect. After two decades of successfully planning and designing many suburban municipalities and roadways, the firm added a full range of architectural capabilities to its list of services.

In the 1980s, Wight further diversified by adding environmental consulting and later building construction through the entrepreneurial vision of Mark Wight. In recent years, mechanical, electrical, plumbing (MEP), fire protection, and structural engineering services were also added. These disciplines established Wight as a full-service firm and further enhanced the value and solutions we provide to clients.

Over the last 20 years, Wight has been widely recognized as one of the leading professional service firms in Illinois. This has been a result of our design innovation, commitment to client service, and the high quality of our building solutions.



#### **FIRM**

Wight & Company 2500 North Frontage Road Darien, IL 60561 wightco.com

#### FIRM INFORMATION

Years in Business: 81 Years Ownership/Type of Organization: S Corporation Size of Firm: 185 Professionals

#### PROFESSIONAL AFFILIATIONS

Wight's design professionals hold varying degrees of membership in professional associations. Below is an abridged listing of relevant organizations:

American Institute of Architects

National Council of Architectural Registration Board

Illinois Association of Park Districts

Illinois Parks and Recreation Association

Midwest Institute of Park Executives

National Recreation and Park Association

National Playground Safety Institute

South Suburban Park and Recreation Professional Association

VILLAGE OF ORLAND PARK | PARKS CONCEPTUAL MASTER PLANNING & DESIGN

#### MISSION/VISION

Wight's mission is about people serving people—it is where we find the truest solutions.

We **THINK** in terms of the life cycle of our client's organization.

We **RESPECT** each other and the natural environment.

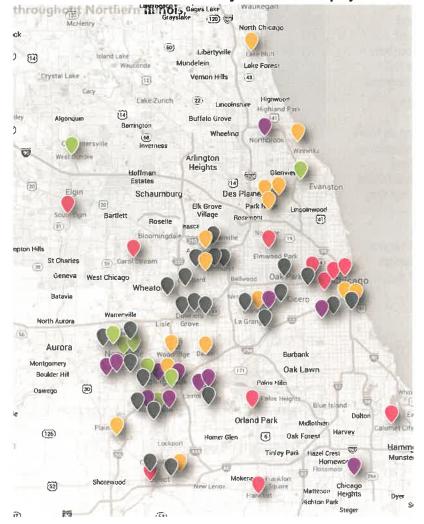
We **UNDERSTAND** our client's needs by embracing their culture.

We **TEAM** with clients, each other, and strategic partners.

We **SUCCEED** by helping our staff realize their professional goals.

# SPACES FOR COMMUNITIES AND FAMILIES TO PLAY, LEARN, COMPETE, AND CONNECT Wight's dedicated specialists are innovators in the design and

Wight's dedicated specialists are innovators in the design and construction of various public and private recreational facilities that serve our local communities. **We have provided architectural design and construction services on a variety of recreational projects** 





RECREATION CENTERS AND FIELDHOUSES



ATHLETIC FIELDS



**GYMNASIUMS** 



PARKS AND TRAILS



NATURE AND WILDLIFE CENTERS

Wight was the first company to receive Green Firm Certification through the Sustainable Performance Institute (SPI), an independent non-profit organization whose mission is to mainstream green, healthy, efficient, and intentional building and development. The SPI's pioneering Certification program for the design and construction industry is the first to recognize a company's capability to deliver consistent, high quality sustainability services and projects. The Institute awards Green Firm Certification after a rigorous assessment of a firm's ability to integrate sustainability into all facets of its business.









#### A RESPONSIBLE FIRM

Wight's Leadership in Energy & Environmental Design Accredited Professionals (LEED APs) are experts at meeting the various types of LEED designations. Clients who pursue certification through the US Green Building Council enjoy numerous benefits—from energy savings and reduced absenteeism to improved indoor environments and an edge in the real estate market. Having over 80 LEED registered and certified projects, including numerous Platinum, Gold, and Silver designations, Wight is a recognized leader in sustainable design. Our designs not only reduce energy consumption and operating costs but create healthy environments that enhance user performance and retention.

# DEVELOPING A GREEN PLAN TO MEET OUR CLIENT'S NEEDS

Wight's sustainable consulting practice offers a comprehensive approach to help clients define, plan, and implement sustainability goals—and assists in seeding a green culture. Although each client has specific requirements, we generally look at three key aspects when developing a sustainable plan: the physical environment, the economics, and the social benefit of green enhancements.

Underpinning Wight's technical expertise is a firm foundation in the design, construction, and management of new buildings and renovations for complex projects. In-house cost estimating and preconstruction services support a clear understanding of the practical considerations of pricing and construction logistics for applied sustainable technologies. Wight's ability to adapt tried-and-true processes to diverse client cultures, budgets, and schedules allows our team to implement real sustainable solutions in today's building market.

From existing condition assessments and carbon footprinting to recycling centers and energy efficient building enhancements, Wight collaborates with clients to bring together the right resources to develop an achievable plan that meets their unique sustainability goals.

#### **GOING BEYOND GREEN DESIGN**

Wight embraces the importance of sustainability in everything it does and every project it undertakes. We employ a number of sustainable construction guidelines at each job site which are broken down into categories such as site work, site protection, material management, indoor environmental quality, and air quality.

60
LEED Accredited
Professionals
80+
LEED Projects

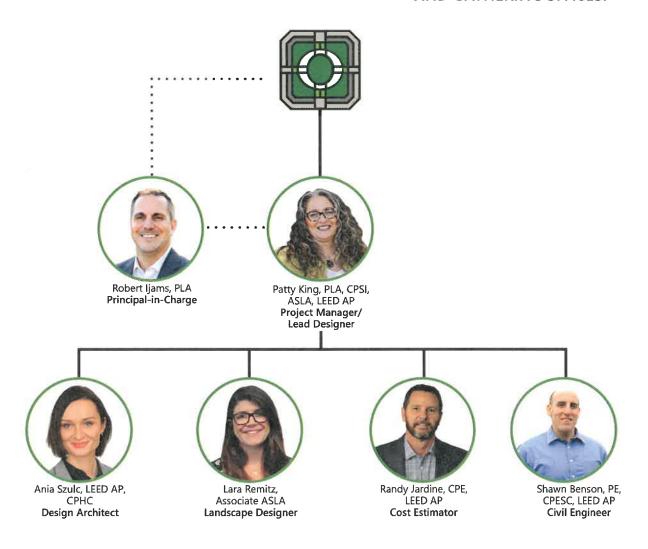


**Qualifications: Project Team** 

### **Organizational Chart**

Wight has assembled a highly qualified team for the Orland Park Master Plan project with the experience, capacity, and ability to complete the work on time and on budget. Our proposed personnel provide a unique combination of industry-leading expertise, shared past experiences, and in-depth recreation knowledge.

WITH OVER 100 YEARS OF COLLECTIVE EXPERIENCE, THE PROPOSED TEAM BRINGS EXTENSIVE KNOWLEDGE OF THE PLANNING AND DESIGN OF PARKS, ATHLETIC FIELDS, AND GATHERING SPACES.



### Resumes



Bachelor of Landscape Architecture,
Ball State University

Licensed Landscape Architect – IL Certified Playground Safety Inspector

#### **AFFILIATIONS**

Professional Association

Illinois Association of Park Districts
Illinois Parks and Recreation Association
National Recreation and Park Association
Oswegoland Park District (Commissioner)

Midwest Institute of Park Executives

South Suburban Park and Recreation

# ROBERT IJAMS, PLA PRINCIPAL-IN-CHARGE

Having devoted his career to creating places for children, families, and communities to compete, play, learn, and connect with the outdoors, Bob heads Wight's Parks & Recreation practice. He has led clients and teams through comprehensive master planning processes, as well as the design and construction of over \$20M of spaces for both active and passive recreation. From indoor facilities, athletic fields, and sports complexes to play environments, trails, and unique uses such as skate parks, Bob knows what matters to recreation providers as they develop and implement their capital improvement programs. As a collaborator who delivers inventive and cost-conscious solutions, he has helped secure over \$10M in funding for his clients.

#### RELEVANT EXPERIENCE

#### Calumet Memorial Park District - Calumet City, IL

- Harrison Street indoor sports facility
- Comprehensive master plan\*
- · Commissioner's Park (OSLAD)\*
- Downey Park (OSLAD)\*
- Memorial Park\*

#### Carol Stream Park District - Carol Stream, IL

- Coral Cove Park splash pad
- McCaslin Park maintenance facility
- Parks analysis plan

#### Channahon Park District - Channahon, IL\*

- · Arrovo Trails Park
- · Central Park (OSLAD)
- · Community Park (OSLAD)

#### Chicago Park District - Chicago, IL

- Ogden Park
- Lawler Park

#### **Dundee Township Park District - Dundee, IL**

- · Bonnie Dundee Community Park
- · Randall Oaks Zoo
- · Park services maintenance facility
- · Lions Park (OSLAD)\*

#### Fox Valley Park District - Aurora, IL

Blackberry Farms discovery barn

#### Glen Ellyn Park District - Glen Ellyn, IL

- Ackerman Sports & Fitness Center
- Lake Ellyn Park (OSLAD)

#### Glencoe Park District - Glencoe, IL

- · Takiff Center interior renovation
- Central Park\*

#### Glenview Park District - Glenview, IL

• The Grove Interpretive Center renovation

#### Hampshire Township Park District - Hampshire, IL

· Comprehensive master plan

#### Homewood-Flossmoor Park District - Homewood-Flossmoor, IL\*

- · Comprehensive master plan
- Dolphin Lake Park (OSLAD)

<sup>\*</sup>Experience prior to Wight & Company

#### ROBERT IJAMS, PLA PRINCIPAL-IN-CHARGE

#### Itasca Park District - Itasca, IL\*

• Franzen Park (OSLAD)

#### Niles Park District - Niles, IL

• LoVerde Sports and Recreation Center

#### Normal Parks & Recreation Department - Normal, IL

- · Maxwell Park soccer complex
- Comprehensive master plan\*

#### Northbrook Park District - Northbrook, IL

· Activity Center

#### Orland Park Parks & Recreation Department - Orland Park, IL\*

· Orland Park multi-use trail system

#### Park District of Highland Park - Highland Park, IL\*

- · Hidden Creek Aqua Park splash pad
- Moraine Sculpture Park

#### Park Ridge Park District - Park Ridge, IL

Oakton Park and ice arena

#### Plainfield Park District - Plainfield, IL

- · Prairie Activity & Recreation Center
- · Bott Park all-inclusive play environment

#### Romeoville Parks & Recreation Department - Romeoville, IL

- · Budler Park
- Forest View Park
- Local 150 Sports Complex
- · Malibu Bay Park
- O'Hara Woods Park
- Pine Trail Park
- · Rotary Park
- · Comprehensive parks and recreation master plan\*
- · Boucher Prairie Park (OSLAD)\*
- Deer Crossing Park (OSLAD)\*
- Discovery Park (OSLAD)\*
- Murphy Park\*
- Veterans Memorial\*
- Village Park\*
- Volunteer Park (OSLAD)\*

#### South Elgin Parks & Recreation Department - Elgin, IL

- Gazebo Park
- · Brookside Park
- Arbor Park
- Fox Meadow Park
- Jim Hansen Park
- · Indoor sports facility
- Park analysis plan
- Panton Mill Park
- SEBA Park (OSLAD)\*
- Stowell-Peddy Park (OSLAD)\*

#### Tinley Park Park District - Tinley Park, IL

- Park inventory plan
- Town Pointe Park\*



#### **EDUCATION/REGISTRATIONS**

Bachelor of Landscape Architecture, Ball State University

Registered Landscape Architect – IL LEED Accredited Professional

Certified Playground Safety Inspector

#### **AFFILIATIONS**

Illinois Park and Recreation Association

# PATTY KING, PLA, CPSI, ASLA, LEED AP PROJECT MANAGER/LEAD DESIGNER

Patty is a licensed landscape architect who brings creativity, vision, and structure to each of her projects. She specializes in creating outdoor spaces that provide opportunities for an intimate connection with the natural environment. Her broad range of experience includes the design of parks and recreation facilities, public safety facilities, religious facilities, and real estate developments, as well as campus planning and green roof design. She also brings a passion for applying sustainable design techniques and construction expertise to each project.

#### RELEVANT EXPERIENCE

#### Belvidere Park District - Belvidere, IL\*

- · Belvidere Park universally accessible playground
- Burgess Street boat launch

#### Bloomingdale Park District - Bloomingdale, IL\*

- Circle Park Phase 2 (OSLAD)
- Circle Park Nature Playground
- Springfield Park
- · Old Town Park splash pad
- · The Oasis Pool renovation

#### Bolingbrook Park District - Bolingbrook, IL\*

• Hidden Oaks Nature Center Interpretive Signage

#### Calumet Memorial Park District - Calumet City, IL\*

- Commissioners Park (OSLAD)
- Comprehensive park analysis plan
- Memorial Park

#### Carol Stream Park District - Carol Stream, IL

- Parks analysis plan
- McCaslin Park Baseball Complex\*
- · Memorial Park Veterans Memorial master plan\*
- Veterans Memorial construction documents\*

#### Chicago Park District - Chicago, IL\*

- Greenebaum Park
- Maggie Daley Park owners rep and construction administration

#### **Dundee Township Park District - Carpentersville, IL**

• Bonnie Dundee Community park

#### Forest Preserve District of Will County - Joliet, IL

• Four Rivers Environmental Education Center

#### Hampshire Township Park District - Hampshire, IL

Comprehensive Master Plan

#### Mount Prospect Park District - Mount Prospect, IL

ComEd Trail improvements

#### Naper Settlement - Naperville, IL

• Innovation Gateway, Ag Center, and Thresher Pavilion

#### Naperville Park District - Naperville, IL

Knoch Park

<sup>\*</sup>Experience prior to Wight & Company

PATTY KING, PLA, CPSI, ASLA, LEED AP PROJECT MANAGER/ LEAD DESIGNER

#### Northbrook Park District - Northbrook, IL

- Techny Park Activity Center
- Sports complex pool renovation\*

#### Park District of Highland Park - Highland Park, IL\*

• Moraine Sculpture Park

#### Plainfield Park District - Plainfield, IL

• Bott Park Master Plan - inclusive play environment

#### Romeoville Parks & Recreation Department - Romeoville, IL\*

- Boucher Prairie Park (OSLAD)
- Deer Crossing Park (OSLAD)
- · Veterans Memorial
- · Rotary Park
- · Pine Trail Park

#### South Elgin Parks & Recreation Department - South Elgin, IL

- Panton Mill Park
- OSLAD Grant for Wolf Property acquisition
- Brookside Park
- Gazebo Park
- Fox Meadow Park
- Arbor Park
- Municipal Annex Bike Trail\*

#### Warrenville Park District - Warrenville, IL\*

- · Acorn Overlook at Summerlakes Park
- · Kiwanis Park
- · Summerlakes Park master plan

#### Waukegan Park District - Waukegan, IL\*

Roosevelt Park

#### West Chicago Park District - West Chicago, IL\*

- Easton Park
- · Kress Creek Farms Park master plan
- · Kress Creek Farms Park Phase I
- · Manville Oaks Park 'Going Green'
- · Pioneer Park (OSLAD)

#### Wheeling Park District - Wheeling, IL\*

· Community recreation center addition



**EDUCATION/REGISTRATIONS**Bachelor of Science, Landscape
Architecture, University of California, Davis
Associates of Arts, Natural Science

#### **AFFILIATIONS**

and Mathematics

American Society of Landscape Architects, Associate Member, Policy Committee Member

## ANIA SZULC, LEED AP, CPHC DESIGN ARCHITECT

Ania has over 15 years of experience in the architectural field. Her broad skill set has developed from planning and design engagements with parks & recreation, public, educational, and private commercial clients. Her design talents easily flex from large-scale master planning efforts to detailed work on pedestrian-scaled spaces. An advocate of sustainable design, she has provided assistance on various projects in obtaining LEED certification and she is a Certified Passive House Consultant (CPHC).

#### RELEVANT EXPERIENCE

#### Bolingbrook Park District - Bolingbrook, IL

Hidden Oaks Nature Center – LEED Platinum

#### Glenview Park District - Glenview, IL

The Grove Interpretive Center renovation

#### Naperville Park District - Naperville, IL

- Seager Park Interpretive Center
- Knoch Knolls Nature Center LEED Platinum

#### Northbrook Park District - Northbrook, IL

 Activity Center – Designed for Passive House certification and Net Zero energy

#### Plainfield Park District - Plainfield, IL

 Prairie Activity & Recreation Center (PARC) – Achieved Passive House Institute US (PHIUS) and designed for Net Zero energy

#### DuPage County Health Department - Wheaton, IL

- Community Center
- · Dental Clinic remodel
- · Mental Health Clinic renovation

#### Forest Preserve District of Will County - Channahon, IL

Four Rivers Environmental Education Center

#### Glen Ellyn Park District - Glen Ellyn, IL

- · Ackerman Sports & Fitness Center
- · Maintenance Facility

#### Glencoe Park District - Glencoe, IL

- · Takiff Center Fitness
- · Watts Recreation & Ice Center renovation

#### Niles Park District - Niles, IL

· IceLand Skate Complex facility improvements



**EDUCATION/REGISTRATIONS**Bachelor of Science, Landscape
Architecture, University of California, Davis
Associates of Arts, Natural Science
and Mathematics

### AFFILIATIONS American Society of I

American Society of Landscape Architects, Associate Member, Policy Committee Member

### LARA REMITZ, ASSOCIATE ASLA LANDSCAPE DESIGNER

Lara is a landscape designer on Wight's Land Development team with over four years of experience. She plays an integral role on projects for parks & recreation, PK-12 education, and commercial clients. Her involvement on efforts range in scale and include site-specific pedestrian enhancements, landscape ordinance plans, and master site plans. She is a very active member of the Illinois Chapter of ASLA.

#### RELEVANT EXPERIENCE

#### Carol Stream Park District - Carol Stream, IL

- Coral Cove Water Park Splash Pad renovation
- Parks analysis plan

#### **Dundee Township Park District - Dundee, IL**

- Bonnie Dundee Community Park
- Randall Oaks Zoo and maintenance facilities master plan
- · Randall Oaks Golf Club outdoor ceremony annex

#### Hampshire Township Park District - Hampshire, IL

· Comprehensive master plan

#### Niles Park District - Niles, IL

· LoVerde Sports and Recreation Center site design and master plan

#### Plainfield Park District - Plainfield, IL

- Prairie Activity & Recreation Center (PARC) site design and master plan
- · Bott Park all-inclusive play environment

#### Romeoville Parks & Recreation Department - Romeoville, IL

- O'Hara Woods Park master plan
- · Meadowdale Park master plan
- Malibu Bay Park playground master plan
- Rotary Park
- Pine Trail Park

#### South Elgin Parks & Recreation Department - South Elgin, IL

- · Parks analysis plan
- Gazebo Park
- Brookside Park
- Arbor Park
- Fox Meadow Park
- Jim Hansen Park playground renovation
- · Panton Mill Park master plan

#### Aptakisic-Tripp School District 102 - Buffalo Grove, IL

- Meridian Middle School addition and early childhood playground concept
- · Aptakisic Junior High addition and renovation

#### Adlai E. Stevenson High School District 125 - Lincolnshire, IL

 Little Patriots Summer 2018 renovation and early childhood courtyard concept

#### Antioch School District 34 - Antioch, IL

- Oakland Elementary School addition and renovation
- · W.C. Petty Elementary School addition and renovation

#### Palos Community Consolidated School District 118 - Palos Township, IL

• Palos West Elementary School addition and renovation



#### **EDUCATION/REGISTRATIONS**

Bachelor of Science, Construction Management, California State University, Chico

Certified Professional Estimator LEED Accredited Professional

#### **AFFILIATIONS**

Board Director, American Society of Professional Estimators – Chicago Chapter 7

## RANDY JARDINE, CPE, LEED AP COST ESTIMATOR

With nearly 30 years of construction estimating experience, Randy is skilled in understanding the specific cost information required throughout a project's design and pre-construction process. He collaborates with design teams to manage scheduling and cost estimating, as well as constructibility reviews. Randy's expertise in budgeting and detailed estimating helps clients to make more informed decisions. Additionally, his attention to detail assists project teams in ensuring that all aspects of a project progress as efficiently as possible.

#### RELEVANT EXPERIENCE Chicago Park District – Chicago, IL

· Ogden Park

#### **Dundee Township Park District - Dundee, IL**

- Bonnie Dundee Community Park
- · Randall Oaks Zoo

#### Glen Ellyn Park District - Glen Ellyn, IL

- · Lake Ellyn Boat House renovation
- Lake Ellyn Park (OSLAD)

#### Glencoe Park District - Glencoe, IL

· Takiff Center Fitness

#### Glenview Park District - Glenview, IL

• The Grove Interpretive Center Renovation

#### Naperville Park District - Naperville, IL

- · Fort Hill Activity Center
- Knoch Knolls Nature Center
- Knoch Park

#### Normal Parks & Recreation Department - Normal, IL

• Maxwell Park Soccer Complex

#### Park Ridge Park District - Park Ridge, IL

· Oakton Park and Ice Arena

#### Plainfield Park District - Plainfield, IL

- · Prairie Activity & Recreation Center
- · Bott Park all-inclusive play environment

#### Romeoville Parks & Recreation Department - Romeoville, IL

- Local 150 Sports Complex
- · Malibu Bay Park

#### South Elgin Parks & Recreation Department - South Elgin, IL

- · Fox Meadow Park
- Jim Hansen Park



#### **EDUCATION/REGISTRATIONS**

Bachelors of Science, Civil Engineering, University of Iowa Professional Engineer – IL, MN

LEED Accredited Professional
Certified Professional in Erosion and
Sediment Control

### SHAWN BENSON CIVIL ENGINEER

Shawn has over 13 years of experience in various public and private development projects. These projects include recreation, education, residential, commercial/retail and public sites, where he served as project manager and design engineer. Shawn's current responsibilities include all aspects of project management, engineering, and design, with a focus on stormwater management, sustainable design, infrastructure design, value engineering, and erosion and sediment control. He also works with the project team to obtain necessary permits and generate construction document sets.

#### RELEVANT EXPERIENCE

#### Naperville Park District - Naperville, IL

Knoch Knolls Nature Center – LEED Platinum

#### Northbrook Park District - Northbrook, IL

 Activity Center – Designed for Passive House certification and Net Zero energy

#### Plainfield Park District - Plainfield, IL

 Prairie Activity & Recreation Center (PARC) – Achieved Passive House Institute US (PHIUS) and designed for Net Zero energy

#### DuPage County Health Department - Wheaton, IL

· Community Center, new construction

#### Oak Brook Park District - Oak Brook, IL

- Central Park improvement project
- · Central Park North fields

#### Public Building Commission of Chicago - Chicago, IL

Leonard Louie Fieldhouse – LEED Platinum

#### Wheaton Park District - Wheaton, IL

· Graf Park synthetic turf

#### **Dundee Township Park District - Dundee, IL**

Bonnie Dundee Community Park

#### Normal Parks & Recreation Department - Normal, IL

Maxwell Park soccer complex

#### Romeoville Parks & Recreation Department - Romeoville, IL

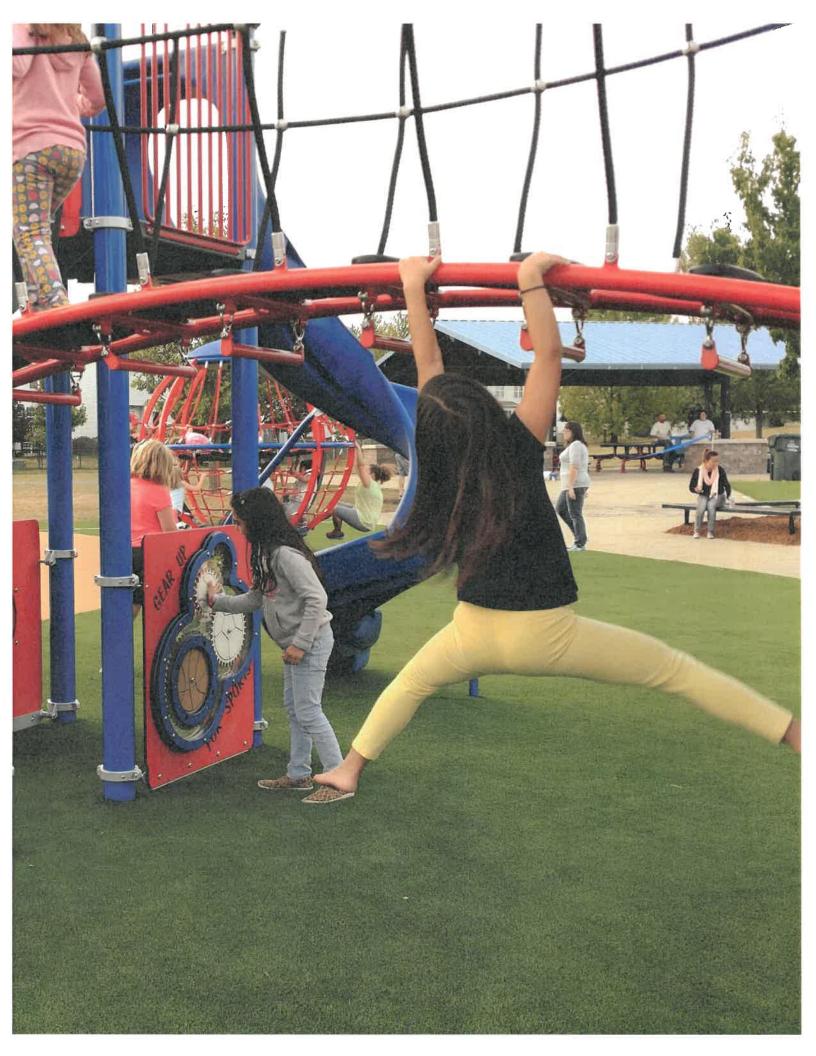
- Budler Park
- Forest View Park
- Local 150 Sports Complex
- Malibu Bay Park
- O'Hara Woods Park

#### South Elgin Parks & Recreation Department - Elgin, IL

- Gazebo Park
- · Brookside Park
- · Arbor Park
- Fox Meadow Park
- Jim Hansen Park
- · Indoor sports facility
- · Park analysis plan
- Panton Mill Park

#### **OUR IN-HOUSE SERVICES**





# Proposal Summary Sheet



# PROPOSAL SUMMARY SHEET RFP # 20-036 Parks Master Planning & Concept Design

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

Organization Name: Wight & Con	npany	
2500 North	Frontage Road	
Street Address:	, romage noda	
City, State, Zip: Darien, IL 6	0561	
Contact Name: Bob Ijams, E	Director of Parks & Recreation	
Phone:630.739.6644	Fax: 630.969.7979	
E-Mail address:rijams@wightco	.com	
Proposed Fee:		
Centennial Park	\$_38,000	
Centennial Park West	\$_29,000	
John Humphrey Complex	\$_22,000	
Schussler Park	\$_25,000	
Statistically Valid Survey	12,000	
Grand Total*:	\$_126,000	
*The Village reserves the right to sel available budget.	lect which parks will be included in	the final contract award based on
Signature of Authorized Signee:	Ku lja	
Title: Director of Parks & Recreat	ion	
Date:12-16-2020		
ACCEPTANCE: This proposa	l is valid for ninety (90) calendar c	lays from the date of submittal.

RFP #20-036



#### **Scope of Services**

#### **Orland Park – Park Master Planning**

wightco.com
2500 North Frontage Road
Darien, IL 60561
P 630.969.7000

Wight & Company

F 630,969.7979

#### A. Project Understanding and Programming Phase

- Conduct a project Kick-off Meeting to align the basic client expectations and reach a mutual understanding of the following (staff meeting #1):
  - a. Key participants and decision-makers
  - b. Project goals and objectives
  - c. Existing conditions
  - d. Scope of work
  - e. Deliverables
  - f. Tentative project schedule
  - g. Communication and responsibility matrix
  - h. Project budget
- 2. Obtain relevant project data for the sites:
  - a. Zoning and land-use designation
  - b. Local ordinances
  - c. Aerial photography
  - d. GIS Data
  - e. Community Demographics (ESRI)
  - f. Topographic and boundary surveys (if available and provided by owner)
  - g. National Wetland Inventory Map (NWI)
  - h. Flood Insurance Rate Map (FIRM)
- 3. Visit project sites to review and photograph existing conditions and confirm survey information.
  - a. Centennial Park
  - b. Centennial Park West
  - c. John Humphrey Complex
  - d. Schussler Park
- 4. Prepare Existing Conditions Plans using aerial photography and GIS information and/or topographic surveys (if available).
  - a. Centennial Park
  - b. Centennial Park West
  - c. John Humphrey Complex
  - d. Schussler Park
- 5. Identify permitting requirements with jurisdictional agencies.
- 6. Statistically Valid Survey
  - a. Design the Survey and Prepare the Sampling Plan
    - i. ETC Institute will provide a copy of approved survey instrument.
  - b. Administer the Survey (300 surveys)
    - ETC Institute will provide a copy of the overall results for each question on the survey.
  - c. Analysis and Final Survey Report

- ETC Institute will submit the draft final report in an electronic format and 5 hard copies of the final report. ETC Institute will also provide the raw data in an Excel database, or other format as requested by the Village.
- 7. Conduct Program Input Sessions:
  - a. Neighborhood Meetings
    - i. Centennial Park (3 meetings)
    - ii. Centennial Park West (3 meetings)
    - iii. John Humphrey Complex (3 meetings)
    - iv. Schussler Park (3 meetings)
  - b. Village Board of Trustees
    - i. Gather Input (meeting #1)
    - ii. Present summary findings from Neighborhood Meetings and Survey (meeting #2)
  - c. Village Committee of the Whole
    - i. Gather Input (meeting #1)
    - ii. Present summary findings from Neighborhood Meetings and Survey (meeting #2)
  - d. Recreation Advisory Board
    - i. Gather Input (meeting #1)
    - ii. Present summary findings from Neighborhood Meetings and Survey (meeting #2)
- 8. Review Meeting with staff to confirm for Project Understanding Phase (staff meeting #2).

#### **B.** Conceptual Design Phase

- 1. Conduct internal design workshop and prepare site ordering opportunities.
- 2. Develop Design Concepts for:
  - a. Centennial Park (3 concepts)
  - b. Centennial Park West (3 concepts)
  - c. John Humphrey Complex (3 concepts)
  - d. Schussler Park (3 concepts)
- 3. Prepare construction cost opinion.
- 4. Review Conceptual Design Documents with you up to two (2) times. Document meeting results via written meeting summary (staff meetings #3 & #4).
- 5. Based on staff input finalize the preferred concept for each site and present to Village Committee of the Whole and/or Board of Trustees for comment and approval. (Up to 2 meetings included)

#### C. Additional Services (Not included in this proposal)

- Services not specified in the scope of services will be considered additional services. Prior
  to any additional services work, we will discuss additional services with the client for
  written authorization to proceed.
- 2. Services of sub-consultants not indicated in the scope of services.
- 3. Services required due to unforeseen site conditions or circumstances beyond the control of the project team.



# Certificate of Compliance





The undersigned	Patrick E. Cermak	, as _ President, Chief Operating Officer			
0 =	(Enter Name of Person Making Certific	cation) (Enter Title of Person Making Certification)			
and on behalf of	Wight & Company	, certifies that:			
	(Enter Name of Business Organization)				
1) BUSINESS ORGANIZATION:					
The Proposer is authorized to do business in Illinois: Yes $[\chi]$ No $[\ ]$					
Federal Employer I.D.#:					
	(or Social Security # if a so	le proprietor or individual)			
The form of business organization of the Proposer is (check one):					
Sole Propi Independe Partnershi	ent Contractor <i>(Individual)</i>				
LLC		Manah 21 1067			
X Corporation		March 31, 1967  Date of Incorporation			
	(State of Incorporation) (State of Incorporation)	vale of incorporation;			

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

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

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

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

#### 4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [X] No [ ]

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

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

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

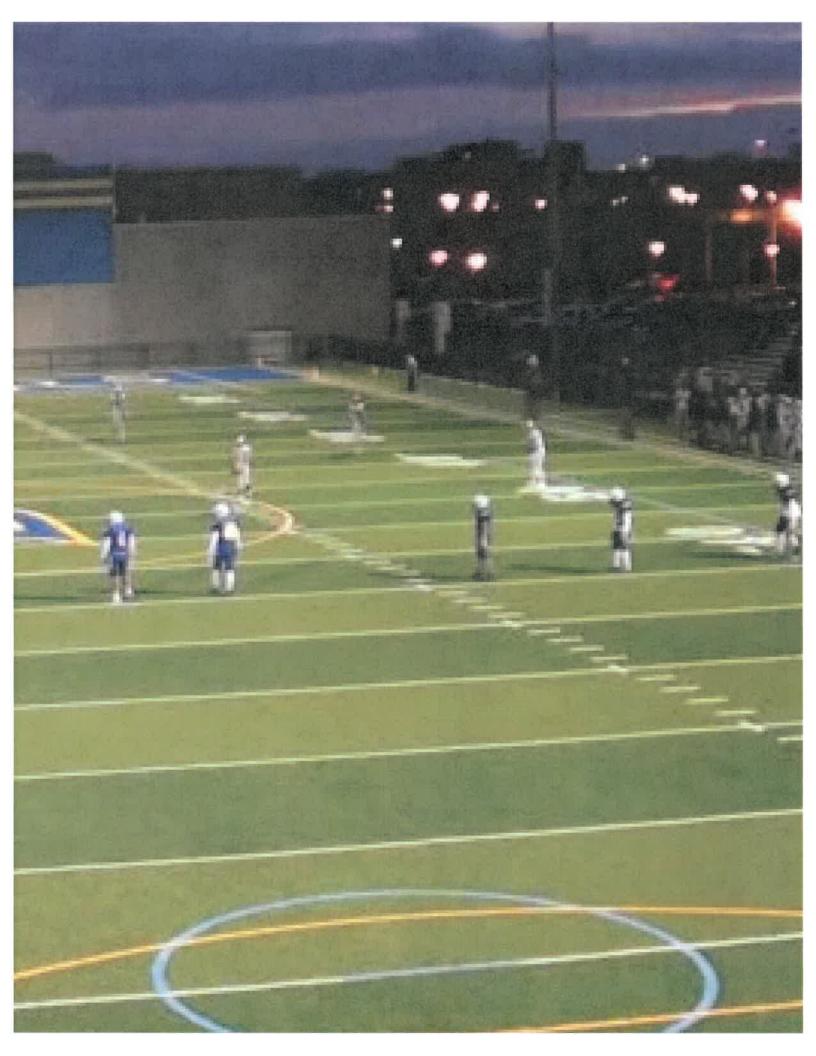
Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the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

#### 6) AUTHORIZATION & SIGNATURE:

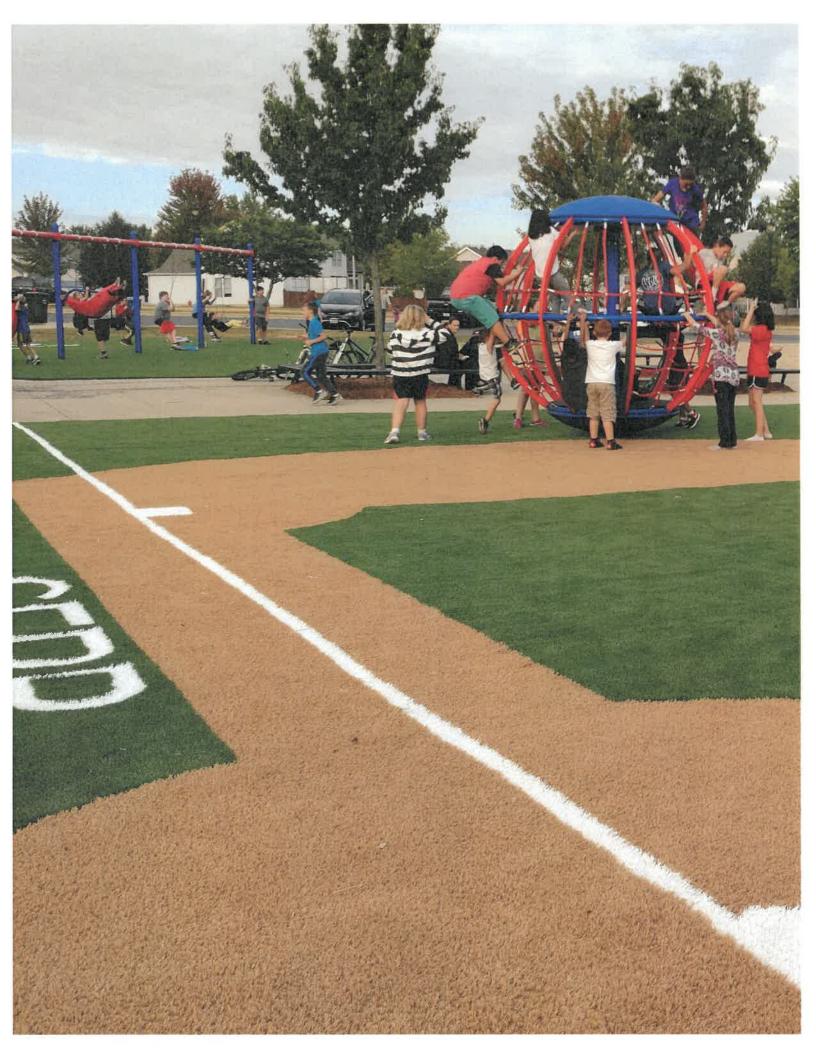
I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information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

#### **ACKNOWLEDGED AND AGREED TO:**

Potet E. Col
Signature of Authorized Officer
Patrick E. Cermak
Name of Authorized Officer
President, Chief Operating Officer
Title
12/15/2020
Date

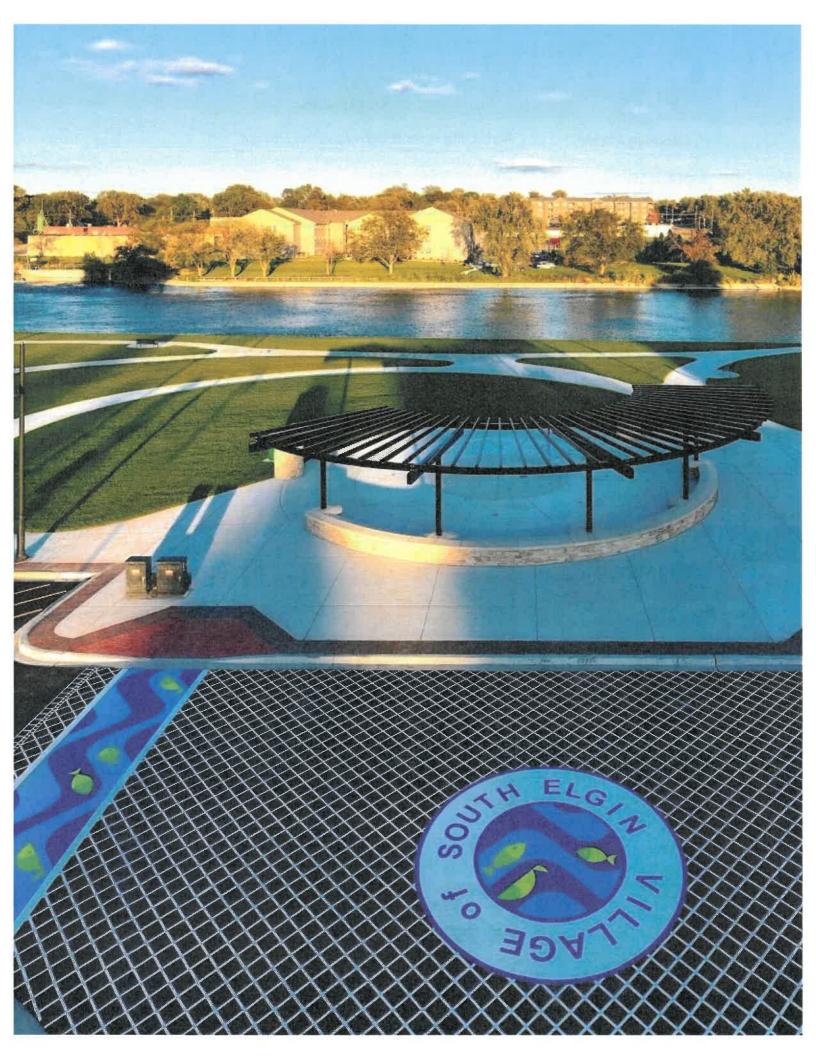


References



#### **REFERENCES**

ORGANIZATION	Romeoville Parks & Recreation Department	
ADDRESS	900 West Romeo Road	
CITY, STATE, ZIP	Romeoville, IL 60446	
PHONE NUMBER	(815) 886-6040	
CONTACT PERSON	Kelly Rajzer, Director	
DATE OF PROJECT	2005 - Present	
ORGANIZATION	Carol Stream Park District	
ADDRESS	849 W Lies Road	
CITY, STATE, ZIP	Carol Stream, IL 60188	
PHONE NUMBER	(630) 784-6100	
CONTACT PERSON	Jim Reuter, Executive Director	
DATE OF PROJECT	2007 - Present	
ORGANIZATION	Village of South Elgin	
ADDRESS	10 North Water Street	
CITY, STATE, ZIP	South Elgin, IL 60177	
PHONE NUMBER	(847) 622-0003	
CONTACT PERSON	Kim Wascher, Director	
DATE OF PROJECT	2007 - Present	
Proposer's Name & Title:	Bob Ijams, Director of Parks & Recreation	
Signature and Date:	Kur lyn	12/16/2020



# Insurance Certification



WIGH&CO-02

MKJOLLY

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 rights to the certificate holder in lieu of such endorsement(s).

_	and certificate does not come rights t	V 4110		moute noider in hea or da	ou ouragioning	·			
PR	DDUCER				CONTACT Megan J	olly			
Me	sirow Insurance Services, Inc.				PHONE (A/C, No, Ext): (312) 595-7168 FAX (A/C, No):				
Ch	N Clark St 11th Floor icago, IL 60654				E-MAIL ADDRESS: Megan.Jolly@alliant.com				
"	10090, 12 00004			j					NAIC#
					INSURER A : National Fire Insurance Company of Hartford 20478				
INIC	URED								20443
IIVE					THE STATE OF THE S				
	Wight & Company 2500 North Frontage Road	8					22292		
	Darien, iL 60561								
	,								35378
					INSURER F:				
				NUMBER:			REVISION NUMBER:		
	I'HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQU PER POLI	IREMI TAIN, CIES.	ENT, TERM OR CONDITION THE INSURANCE AFFORN LIMITS SHOWN MAY HAVE	N OF ANY CONTRAC DED BY THE POLICI BEEN REDUCED BY I	CT OR OTHER ES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESPE SED HEREIN IS SUBJECT T	CTTO	WHICH THIS
INS	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A		11132.20	1				EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	x		6050230404	9/1/2020	9/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	5	500,000
		\ \ \					MED EXP (Any one person)	5	15,000
							PERSONAL & ADV INJURY	5	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	5,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	5	5,000,000
							PROBUCTS - COMPTOT ACC		
В	OTHER:		1				COMBINED SINGLE LIMIT (Ea accident)	5	1,000,000
-	X ANY AUTO		6050230418		9/1/2020	9/1/2021	The second secon	5	
	OWNED SCHEDULED	1		0030230410	5/1/2020	9/1/2021	BODILY INJURY (Per person)	s	
	AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	4	
							(Per accident)		
c	X UMBRELLA LIAB X OCCUR	-	-					3	10,000,000
~	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE			6050230435	9/1/2020 9/1/	9/1/2021	EACH OCCURRENCE	\$	10,000,000
		0000200400		0000200400	31112020	0,112021	AGGREGATE	\$	10,000,000
A	The state of the s	-	$\vdash$				X PER OTH-	3	
~	AND EMPLOYERS' LIABILITY Y/N	6050230424		6050230421	9/1/2020	9/1/2021			1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			0,112020	0/1/2021	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
<u></u>	If yes, describe under DESCRIPTION OF OPERATIONS below	-	-	RHC9637197	9/1/2020	9/1/2021	E.L. DISEASE - POLICY LIMIT	5	5,000,000
P	Valuable Papers			MKLV7PL0004338	9/1/2020	9/1/2021	Each Claim / Ann		5,000,000
E	Professional Liab.			WINLV/PLUUU4330	5/1/2020	5/1/2021	Each Claim / Agg.		5,000,000
\$5,	SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC thitects, Engineers and Contractors Poll 000,000 Each Claim limit. oof of Insurance Only.	LES (	ACORI Liab	   0 101, Additional Remarks Schedu   Ility is included on the 9/1/	le, may be attached if mor 20-21 Evanston Insu	e space is requii rance Profes	red) red) sional Liability policy MK	LV7PL	0004338 at
	ERTIFICATE HOLDER				CANCELLATION				
	THE HOLDER	_							
Evidence of Insurance Only					SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	N DATE TH	ESCRIBED POLICIES BE CA IEREOF, NOTICE WILL E CY PROVISIONS.	ANCELI BE DE	LED BEFORE LIVERED IN
		AUTHORIZED REPRESENTATIVE							

ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2021

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Megan Jolly				
Mesirow Insurance Services, Inc.	PHONE (A/C, No, Ext): (312) 595-7168	FAX (A/C, No):			
353 N Clark St 11th Floor Chicago, IL 60654	E-MAIL Megan. Jolly@alliant.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: National Fire Insurance Company of Hartford 20478				
INSURED	INSURER B: Continental Casualty Company	20443			
Wight & Company	INSURER C: Continental Insurance Company	35289			
2500 North Frontage Road	INSURER D: Hanover Insurance Company	22292			
Darien, IL 60561	INSURER E : Evanston Insurance Company	35378			
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY	1000					EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X	Х	6050230404	9/1/2020	9/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
							MED EXP (Any one person)	\$	15,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	5,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	5	5,000,000
	OTHER:							\$	
В	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO	Х	X	χ 6050230418	9/1/2020	9/1/2021	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
С	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
	EXCESS LIAB CLAIMS-MADE			6050230435	9/1/2020	9/1/2021	AGGREGATE	\$	10,000,000
	DED X RETENTION\$ 10,000							s	
Α	WORKERS COMPENSATION						X PER OTH-	***	
	ANY PROPRIETOR/PARTNER/EXECUTIVE		Х	( 6050230421	9/1/2020	9/1/2021	E.L. EACH ACCIDENT	s	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	s	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	S	1,000,000
D	Valuable Papers			RHC9637197	9/1/2020	9/1/2021			5,000,000
E	Professional Liab.			MKLV7PL0004338	9/1/2020	9/1/2021	Each Claim / Agg.		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Architects, Engineers and Contractors Pollution Liability is included on the 9/1/20-21 Evanston Insurance Professional Liability policy MKLV7PL0004338 at
\$5,000,000 Each Claim limit.

Re: Village of Orland Park RFQ/RFP/Purchase Order NO #20-036

The Village of Orland Park and its officers, officials, employees, agents and/or volunteers are hereby included as additional insureds on a primary, non-contributory basis on the general liability and automobile liability as required by written contract for work performed by the named insured. A waiver of subrogation applies on the general liability, automobile liability, and workers' compensation as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Village of Orland Park 14700 South Ravinia Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn: George Koczwara Orland Park, IL 60462	AUTHORIZED REPRESENTATIVE

		*





# CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

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

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

#### I. LIABILITY COVERAGE

# A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
- 3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under SECTION II WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
- 4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

#### B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
- 2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012) Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6050230418 Policy Effective Date: 09/01/2020

Policy Page: 68 of 114

Endorsement No: 18; Page: 1 of 4

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606





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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

**BUSINESS AUTO COVERAGE FORM** 

MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: WIGHT & COMPANY, INC.

Endorsement Effective Date: 09/01/2020

# **SCHEDULE**

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

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

Form No: CA 04 44 10 13 Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

**Endorsement Expiration Date:** 

Policy No: BUA 6050230418 Policy Effective Date: 09/01/2020

Policy Page: 40 of 114





# Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such written contract; or
  - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
    - 1. the written contract requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the written contract; or
  - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford Insured Name: WIGHT & COMPANY, INC.

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Policy No:

Effective Date: 09/01/2020

Endorsement No:

6050230404

10







# **CNA PARAMOUNT**

# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

# **Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  - 1. the bodily injury or property damage; or
  - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: WIGHT & COMPANY, INC.

Policy No: 6050230404

Endorsement No: 10

Effective Date: 09/01/2020

. -...



# **CNA PARAMOUNT**

2

# **Contractors' General Liability Extension Endorsement**

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE - ELEVATORS Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

#### 23. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000, limit.

# 24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named **Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

#### 25. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

#### 26. WRAP-UP EXTENSION: OCIP. CCIP. OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION - CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

**A.** The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor

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Insured Name: WIGHT & COMPANY, INC.



# Workers Compensation And Employers Liability Insurance Policy Endorsement



# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

#### Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date: Endorsement Expiration Date:

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL

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Effective Date: 09/01/2020

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Endorsement No:



# Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such written contract; or
  - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
    - 1. the written contract requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the written contract; or
  - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

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Nat'l Fire Ins Co of Hartford

Insured Name: WIGHT & COMPANY, INC.

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# **CNA PARAMOUNT**

# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

# **Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  - 1. the bodily injury or property damage; or
  - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Nat'l Fire Ins Co of Hartford

Insured Name: WIGHT & COMPANY, INC.

Policy No: 6050230404 Endorsement No: 10

Effective Date: 09/01/2020

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