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Legistar File ID#: 2021-0335

Innoprise Contract #: C21-0093

Year: 2021

Amount: $159,909.50

Department: Public Works

Contract Type: Professional Services

Contractors Name: Legat Architects, Inc.

Contract Description: Facilities and Operations Master Plan

ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND LEGAT ARCHITECTS, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 9th day of June 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and LEGAT ARCHITECTS, INC. (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with the Facilities and Operations Master Plan Project (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 referred 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 Consultant's Proposal or Bid No. _____, and dated _____ 20___; and/or
   ☒ Village of Orland Park RFP 21-026.
   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, govern, and 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:

   A. Compensation: 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
      ☒ a not-to-exceed amount of $159,909.50, which includes a 10% contingency of $14,537.00 which may not be spent without prior approval by the Village through a Change Order Request ("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 time/hours expended as the Work 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. Withholding Payment: 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 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 July 1, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than October 1, 2021 (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. Progress Reports. 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. Venue and Choice of Law: 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. Nonassignability: 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. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:
Nicole Merced
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6195
Facsimile: 708-403-9212
e-mail: nmerced@orlandpark.org

To the Contractor:
Patrick J. Brosnan, AIA, LEED AP
Legat Architects, Inc.
2015 Spring Rd, Suite 175
Oak Brook, IL 60523
Telephone: 630.645.1920
Facsimile: 630.990.3541
e-mail: pbrosnan@legat.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.

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. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the 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. Insurance Required: 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 subconsultants 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. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by 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. Acceptability of Insurers: 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. Subconsultants: 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. Assumption of Liability: 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. Insurance Certifications: 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. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the 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. Notice of Bodily Injury or Property Damage: 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. Updated Proof Required: 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. Higher and More Expansive Standard Applicable: 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. Professional Standard: 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. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.

D. Certification to Enter into Public Contracts: The 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. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

F. Debarment. 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. Illinois Freedom of Information Act: 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. Duration: 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. Advertisement: 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. Amendments: 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. Termination; Remedies: 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. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

29. Counterparts: 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: LEGAT ARCHITECTS, INC.

By: _____
Name: Patrick J. Brosnan
Its President/CEO and Authorized Agent

VILLAGE OF ORLAND PARK

By: _____
Name: George Koczwara, Title: Village Manager

ATTEST: _____

EXHIBIT A
[ATTACHED]
Scope of Work as set forth in Village Proposal Number RFP 21-026 dated May 20, 2021

EXHIBIT A

May 20, 2021

Village of Orland Park
Facilities and Operations Master Plan

LEGATARCHITECTS

TABLE OF CONTENTS

Cover Letter

1 Project Approach

2 Master Planning Process

3 Fee Proposal

LEGATARCHITECTS

May 20, 2021

Mr. Mike Mazza, ASLA, CPSI
Operations Manager
Natural Resources and Facilities
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

Re: Village of Orland Park
Facilities and Operations Master Plan

Dear Mr. Mike Mazza members of the Selection Committee:

Thank you for your original invitation and confidence in Legat Architects to submit a proposal for the creation of a Facilities and Operations Master Plan. We appreciate the opportunity to resubmit our proposal in the format you provided through BidNet. Our team is uniquely ready to lead the project and provide the Village of Orland Park with the client-focused collaborative assessments, master plans, and schematic design services needed to make this project a success.

A Firm with Unparalleled Experience

Legat Architects is a Midwest based architecture firm specializing in planning, design, and construction of municipal and other public facilities - ranging from Public Works to Sport and Wellness to Village Halls to Police Departments to Aquatic Centers and more. Legat's work has been recognized for outstanding design, operational efficiency, and sustainability. For example, Legat Architects is leader in Public Works planning and design and we have over 20 public works facility projects completed to date, including five APWA Projects of the Year. Our Wilmette Public Works addition won the 2013 American Institute of Architects Chicago Chapter Award of Distinction. As another example, Legat Architects is an expert in Public Safety facilities. We recently completed a new Arlington Heights Police Station which has won several awards to date. Among these awards was the Project of the Year - American Public Works Association - National Chapter.

Collaborative Design Approach

Our approach to any project begins with acquiring a full understanding of your project goals and vision. We do not limit ourselves to our own experience as we undertake any project; we implement what we call our Collaborative Design Approach. This is a process that allows all interested project stakeholders the opportunity to work directly with the design team. We will host collaborative meetings with participation by the various facility's staff members and other appropriate stakeholders. Together we work together as a team to establish overall project goals, determine the desired outcomes, identify both immediate and long-term repairs, plan any renovations, potential additions, or new building together, and create a comprehensive report. This report would include the outcomes and findings of Phases 1 through 4 that respond to the specific needs of the Village of Orland Park.

We Understand Your Mission

The Legat team has provided facility assessments, comprehensive master plans, building envelope repairs/ replacements, new construction, and complicated renovation and addition projects for public entities in Illinois and its surrounding areas for over 50 years. Our technical expertise and knowledge of facility planning and construction assists clients in prioritizing needs to achieve multi-year capital improvement plans and support future growth. We understand that a single door replacement type project is just as important to you as a new, ground-up facility. To Legat Architects, our trusted relationships with our clients is what we value most as a firm.

We Think Differently

Legat Architects understands the importance of careful, sensitive listening - "the two ears one mouth philosophy". Our proven project approach is inclusive, thorough, and clear from building assessments, programming and concept design through project closeout and 9-month warranty walk-throughs. We know that collaborating as a team with your village staff, end users and other critical stakeholders will build a solid consensus prior to a moving a project to the implementation phase. Our process respects your priorities and diverse opinions while creating a balance between budget, schedule, and exceptional design. Quite simply, the ultimate end goal is to place smiles on the faces of everyone involved - both during the design process and after a project's vision is made into built reality.

Upon your review, you will find that our total effort, including our consultant partners, AMSCO Engineering for mechanical, electrical, plumbing, and fire protection and Larson Engineering for structural is $145,372.50. Please note that our proposed fee is inclusive of a $2,000.00 allowance for the printing of the final document in color. Please further note that if a licensed structural engineer is deemed unnecessary for the assessments of the various facilities (structural assessment performed by licensed architect in lieu of licensed structural engineer), then our total fee would be reduced by $18,960.00 for a total revised fee of $126,412.50. Lastly, please note that this commission can be performed on a Time and Material / Not-to-Exceed $145,372.50 at the Owner's discretion.

We are confident that if you select Legat Architects, we will challenge you and exceed your expectations. We look forward to developing a long-lasting relationship with the Village of Orland Park and hearing from you regarding the next steps.

Sincerely,

Jay D. Johnson, CSI, AIA, LEED AP
Principal-In-Charge
Mobile: (847) 846-0038
jjohnson@legat.com

1 Project Approach

PHASE 0 – PRELIMINARY ACTIVITIES

ORGANIZE

TASK 1 - Conduct Kick-Off and Goal Setting Meeting
- Lead a kick-off meeting with the appropriate stakeholders to determine project goals.
- Identify key elements that will guide the project in all phases.
- Review the goals and objectives established during this meeting at the end of each phase.

TASK 2 - Gather Owner's Existing Drawings and Information
- Gather all available information from the Owner, including existing drawings, site surveys, and the like.

TASK 3 - Analyze Existing Drawings and Information Provided by the Owner
- Review the existing drawings and other information provided by the Owner prior to performing detailed site visit walk-throughs of the various facilities and associated sites.

TASK 4 – Develop Facilities Condition Assessment Standards
- Provide examples of other condition assessment reports created using "Plan Grid" software to ensure everyone has the same expectations of the end product.
- Once standard is set, ensure everyone on the team is adhering to the format agreed upon.

TASK 5 – Identify Facilities and Operations Master Plan Committee Members
- Identify stakeholders that can serve on the Committee.

TASK 6 – Identify Required Focus Group Meetings
- Identify groups that will require individual focus group meetings.

TASK 7 – Issue Survey to Facilities Staff
- Issue survey to facilities staff to obtain perspective on condition and space needs of the facility in which they work.

TASK 8 – Develop Facilities Condition Assessment Schedule
- Prepare overall Facilities and Operations Master Plan schedule.
- Establish consistent Facilities and Operation Master Plan (FOMP) Committee meeting times.
- Establish schedule for various focus group meetings.
- Establish schedule for final presentation to Village Manager, Department Heads, and Village Board.

TASK 9 – Present Survey Results to FOMP Committee
- Prior to performing any facility assessments, space needs, or programming activities, present staff survey results to FOMP Committee.

TASK 10 – Document Kick-Off and Goal Setting Meeting
- Write and distribute meeting minutes that document the Kick-Off and Goal Setting Meeting.

PHASE 1 – FACILITIES CONDITION ASSESSMENT

GATHER

TASK 1 – Perform Facility Condition Assessments

- Conduct detailed walk-throughs of each facility and their related sites using the standards identified in Phase 0 – Preliminary Activities.
- Perform analysis of current condition and energy efficiency of the building's envelope of each building.
- Review personnel, visitor and public service vehicle parking needs and site circulation requirements.
- Perform analysis of current condition and energy efficiency of the facility's mechanical, electrical, plumbing, and fire protection systems in each building (Note: Performed by licensed MEP FP Engineers of Amsco Engineering).
- Perform analysis of the structural integrity of each facility (Note: Performed by licensed Structural Engineers of Larson Engineering).

TASK 2 – Organize Notes and Photographs in "Plan Grid" Software

- Review and organize notes and photographs from entire team in "Plan Grid" software.
- Produce condition assessment report output from "Plan Grid" software.

TASK 3 – Develop Estimates of Facilities Condition Assessment Findings

- Provide cost estimate of immediate repairs inclusive of inflation and anticipated schedule.
- Provide cost estimates of likely long-term repairs inclusive of inflation and anticipated schedule.

TASK 4 – Develop Full Assessment Report of Each Facility

- Prepare a narrative summary of each facility and building system in addition to the standard quantitative information.
- Categorize the immediate, short-term, and long-term repairs and replacement requirements with the associated schedules inclusive of inflation.
- Provide assessment of current structural conditions of each facility.
- Ensure each facility complies with the Illinois Accessibility Code and all other all applicable building codes.
- Provide a life expectancy of each facility.
- Identify major repairs which require immediate undertaking (present to 5 years out).
- Identify major repairs which will likely be necessary in the foreseeable future (5, 10, 20, 30 years out).
- Provide cost estimate information of both immediate repairs and repairs likely to be necessary in the foreseeable future.

TASK 5 – Compare Staff Survey to Results of Facilities Assessment Report

- Ensure all of the information acquired from the Staff Survey is incorporated into Final Facilities Condition Assessment Report as applicable.

TASK 6 – Perform QA/QC Review of Facilities Condition Assessment Report

- Perform quality assurance and quality control of Facilities Condition Assessment Report.

TASK 7 – Present Findings of Facilities Condition Assessment to FOMP Committee

- Present findings from the Facilities Conditions Assessment Report to the FOMP Committee via video conference.

PHASE 2 – SPACE AND PROGRAMMING NEEDS ASSESSMENT

ENVISION

TASK 1 - Plan Envision Phase

- Assemble agenda, floor plans, site plans, etc. to be used for Envision meetings.

TASK 2 - Conduct Focus Group Meetings with Staff from Each Facility

- Meet with each facility's key staff to obtain their vision, goals, and space needs for the facility in which they work.
- Identify the nature of work performed in or function of each workspace.
- Identify on a departmental and divisional basis what working relationships exist and the level of intensity of those working relationships.
- Identify the physical proximity needs of the departmental and divisional working relationships.
- Assess whether the proximity of work performed in on space and interrelated with work performed in another space promotes and inhibits effectiveness and efficiency of overall work performed in the two or more spaces.
- Identify the number of employees using each space.
- Identify ancillary of accessory programming requirements, such as, but not limited to, data and communications, conference/meeting rooms, printer/copier areas, and file & storage space.
- Identify functional spaces such as toilet rooms, mechanical spaces, circulation, and other similar space allocations.
- Identify security issues and concerns and solutions to their shortcomings.
- Assess whether the particular space is currently adequate given the nature of work performed therein or the function thereof.
- Assess the locations of public safety facilities in relation to emergency service response times.
- Assess whether a particular space will be adequate into the foreseeable future (5, 10, 20, and 30 years out) give the nature of the work performed therein or function thereof and the possible expansion.
- Assess each facility's exterior features that support the facility on its site, including public and entry access, on-site storage, and vehicle accommodations.
- Assess parking capacity for public and staff needs including parking for bicycles.
- Assess public accessibility to public meeting spaces and departmental services.

TASK 3 – Document Envision Meetings with Individual Focus Groups

- Write and distribute meeting minutes that document each individual meeting held with various focus groups.

DEFINE

TASK 4 – Plan Define Phase

- Assemble spreadsheets to document development of a space program for each facility.

TASK 5 - Develop Space Program of Current and Future Needs of Each Facility

- Develop a quantitative program which identifies departmental and division space needs and their associated size.
- Develop a quantitative program which identified each required site component and their associated size.
- Discuss the desirable adjacencies between the interior building spaces and exterior site components identified in program.
- Based on industry standards, current trends, and past experience, develop a list of typical spaces and rooms needed for each department and/or division and determine if these spaces are desired.
- Analyze possible shared programmatic spaces amongst various departments and/or divisions.
- Review current vehicle inventory (if applicable) and develop proposed future vehicle inventory based on projected additional vehicles or equipment.
- Provide assessment as to whether current spaces are functioning to undertake the work of the Village efficiently and effectively.
- Identify any efficiency and cost-effective layout alterations that may provide space for additional employees to possibly defer additional construction activity.
- Provide forecasts for departmental growth and space needs.
- Provide critical adjacencies between and within departments.
- Provide desire support areas and amenities.
- Provide security and safety needs.
- Develop a detailed space needs assessment that compares current spaces with proposed, required or needed spaces. This document will tabulate current and needed total facility size to identify shortcomings in existing space.

TASK 6 – Compare Staff Survey to Results of Space and Programming Needs Assessment

- Ensure all of the information acquired from the Staff Survey is incorporated into Space and Programming Needs Assessment Report as applicable.

TASK 7 – Perform QA/QC Review of Space and Programming Needs Assessment Report

- Perform quality assurance and quality control of Space and Programming Needs Assessment Report.

TASK 8 – Present Findings of Facilities Condition Assessment to FOMP Committee

- Present findings from the Space and Programming Needs Assessment Report to the FOMP Committee via video conference.

PHASE 3 – PUBLIC WORKS FACILITY MASTER PLAN

CONSIDER

TASK 1 – Plan Consider Phase
- Assemble floor plans and site plans for Collaborative Design Workshop with Public Works Facility staff.
- Assemble manipulative building block pieces for program spaces and site elements.

TASK 2 – Conduct Collaborative Design Workshop with Public Works Facility Staff
- Conduct workshop with focus groups and FOMP Committee.
- Develop up to (3) three viable conceptual design options.

TASK 3 – Document Consider Meeting
- Write and distribute meeting minutes that document the Consider Meeting.

TASK 4 – Organize Outputs of Consider Phase
- Write and distribute meeting minutes that document the Consider Meeting.

TASK 5 – Develop Conceptual Design Options
- Write and distribute meeting minutes that document the Consider Meeting.

TASK 6 – Develop Phasing Diagrams for Conceptual Design Options
- Write and distribute meeting minutes that document the Consider Meeting.

TASK 7 – Develop Cost Estimates for Conceptual Design Options
- Write and distribute meeting minutes that document the Consider Meeting.

TRANSFORM

TASK 8 - Plan Transform Phase
- Assemble design of spreadsheet to document development of Space Program.

TASK 9 – Presentation to Public Work Facility Staff and FOMP Committee
- Assemble design of spreadsheet to document development of Space Program.

TASK 10 – Selection of Consensus Option
- Assemble design of spreadsheet to document development of Space Program.

TASK 11 – Review of Potential Funding Sources
- Assemble design of spreadsheet to document development of Space Program.

TASK 12 – Document Transform Meeting
- Assemble design of spreadsheet to document development of Space Program.

PHASE 4 – RECREATION ADMINISTRATION STORAGE PLAN

CONSIDER

TASK 1 – Plan Consider Phase

- Assemble floor plans and site plans for Collaborative Design Workshop with Recreation Administration Storage staff.
- Assemble manipulative building block pieces for program spaces and site elements.

TASK 2 – Conduct Collaborative Design Workshop with Recreation Administration Staff

TRANSFORM

TASK 1 - Plan Consider Phase

- Assemble copies of large floor plans and site plans of existing buildings and site plans of any proposed sites to be used as the canvas for developed design concepts in the Collaborative Design Workshop.
- Assemble multiple building block pieces of interior program spaces and missing site component elements at the same scale of the large floor plans and site plans. These building blocks will be used in the Collaborative Design Workshop to develop design concepts.

TASK 2 - Conduct Collaborative Design Workshop

- Conduct collaborative design workshop with Focus Groups and Facility Needs / Master Plan Committee. This is a method where the design team comes together with various stakeholders to develop various design options.
- This collaborative effort allows the participants the ability to be part of the design process, and to see their options develop in "real time." At the end of the work session, we will have up to three (3) options that we will develop further. The conceptual design options developed will be digitally photographed at the meeting and saved for record and reference as we move forward with developing conceptual design options.

TASK 3 - Document Consider Meeting

- Write and distribute meeting minutes that document the Consider Meeting.

TASK 4 - Conceptual Design Options

- Develop a minimum of three (3) conceptual design options based on the results of the collaborative design workshop.
- Options will be for renovations to the existing buildings, additions to the existing buildings, and/or a new standalone building.
- Produce drawings of each option that will include floor plans and site plans indicating parking, driveways, circulation, materials storage areas, fueling island(s), and any other components as identified in the Space Program.
- Identify sustainable, i.e. "green" building design elements that can be incorporated into each option explored.

TASK 5 - Develop Phasing Plans for Conceptual Design Options

- Prioritize needs as identified in the developed conceptual design options. In turn, this will provide a road map for both short-term and long-term implementation.

TASK 6 - Develop Cost Estimates for Conceptual Design Options

- Create a preliminary budget for each conceptual design option developed inclusive of phasing and the associated inflation for same.
- Include costs as identified in the facility assessment and analysis phase.
- Include construction costs, contingencies, and soft costs in all estimates presented.

PHASE 4.5 – PRESENTATIONS

TASK 1- Plan Transform Phase
- Assemble presentation materials of various conceptual design options.

TASK 2 - Presentation to Focus Groups and Facility Needs / Master Plan Committee
- Present the conceptual design options of each existing building and new building, if applicable, as developed in the collaborative design workshop and review the advantages and disadvantages of each option.
- Present cost estimates of each conceptual design option and costs identified in the facility assessment and analysis report.

TASK 3 - Selection of Consensus Options
- Select a consensus option of each existing building and new building, if applicable.

TASK 4 - Review Potential Project Funding Sources
- Brainstorm potential funding sources for both the identified short-term and long-term projects to implement.

TASK 5 - Document Transform Meeting
- Write and distribute meeting minutes that document the Transform Meeting.

PHASE 4.5 – PRESENTATIONS / FINAL REPORT

TASK 1 – Prepare Presentation to Village Manager and Department Heads
- Create a Facilities and Operations Master Plan presentation that compiles the work completed in all phases described above.

TASK 2 – Attend Presentation with Village Manager and Department Heads
- Co-present with the FOMP Committee members findings from the Facilities and Operations Master Plan to the Village Manager and Department Heads.

TASK 3 – Document Revisions to Presentation to Village Manager and Department Heads
- Modify presentation and/or report per review comments from Village Manager and Department Heads.

TASK 4 – Prepare Presentation to Village Board via Committee of Whole Meeting
- Create a Facilities and Operations Master Plan presentation that compiles the work completed in all phases described above and incorporates the revisions suggested by the Village Manager and Department Heads.

TASK 5 – Attend Presentation with Village Board via Committee of Whole Meeting
- Co-present with the FOMP Committee members findings from the Facilities and Operations Master Plan to the Village Board via Committee of Whole Meeting.

TASK 6 – Document Revisions to Presentation to Village Board
- Modify presentation and/or report per review comments from Village Board.

TASK 7 – Perform QA/QC Review of Final Report
- Perform final quality assurance and quality control of final report materials prior to printing and issuance to the Owner.

TASK 8 – Submit Final Report of Phases 1 Through 4 to Owner
- Provide the desired number of both physical and electronic copies of the final report to the Owner.

2 Master Planning Process

LEGATARCHITECTS

MASTER PLANNING PROCESS

The Legat Architects master plan process places your stakeholders at the center of everything we do. The five step process explores the essence of your police department and discovers what is extraordinary. This proven process results in a road map that leads to state-of-the-art public safety facilities that support the needs of the community.

OUR 5 STEP MASTER PLAN COLLABORATIVE PROCESS

GATHER

ENVISION

DEFINE

CONSIDER

TRANSFORM

The process will achieve the following:

- Build consensus and engage all stakeholders.
- Provide a road map to solve today's needs and offer a new and inspiring future.
- Generate solutions that are reasonable, responsible, and possible within your budget.
- Deliver a master plan that embodies your mission and goals and reflects the culture of your community.
- Deliver options that are designed efficiently and cost effectively.

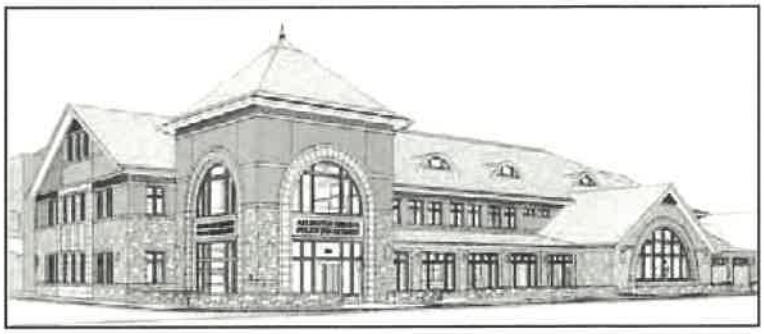
We collaborate with you to customize our process to respond to your specific needs.

LEGATARCHITECTS

MASTER PLANNING PROCESS

GATHER

The first step in our master plan collaborative process is to **GATHER** a team of experts at Legat Architects that will support your project from start to finish. We encourage you to also gather a team of stakeholders that will provide decisive leadership and direction each step of the way.



- Collect existing data, history, and drawings of both the building and the site
- Review previous studies including traffic, geotech, and soils reports
- Research and recommend sustainability and energy standards for your building
- Conduct site analysis including solar orientation, wind conditions, and site contours
- Review existing site surveys to study utilities and site circulation
- Collect existing building utilization, scheduling, and capacity
- Review previous completed improvement projects
- Analyze energy performance and maintenance preventative plans
- Study demographics and projected growth patterns of community
- Share scientific research that supports public safety in your community
- Assess the functional adequacy of your facilities through observations, surveys, and meetings
- Survey stakeholders on their perceptions of the existing facility and site
- Observe how various staff members are engaging with their existing environments
- Construct a diagram of the current facility documenting its strengths and current and future challenges

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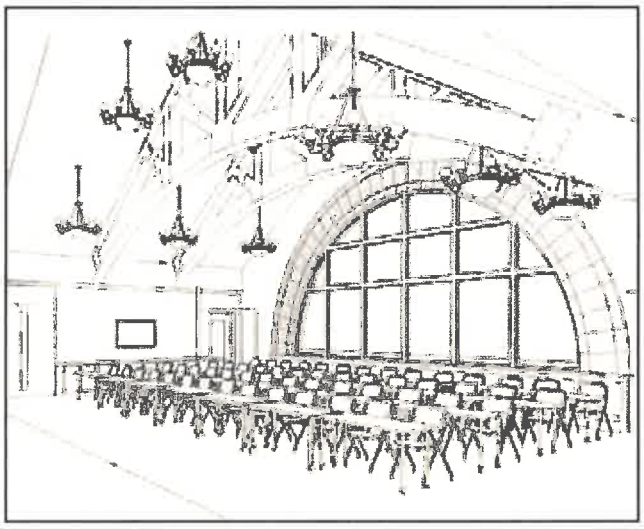
MASTER PLANNING PROCESS

ENVISION

The second step in our master plan process is to **ENVISION** your goals and aspirations for your future public safety environments. This is the time in the process for us to understand the purpose and mission of your organization. Together we will imagine how that purpose can be transformed into place, maximizing the full potential of your facilities. These goals will be our touchpoint and measuring stick throughout the process to test our progress.



- Establish goals and expectations
- Create a schedule including review milestones
- Document your vision, values, and mission
- Develop an understanding of your culture
- Explore your mission and how it can embody place
- Consider environmental responsibility
- Schedule and lead tours of precedent facilities
- Analyze research and best practices
- Imagine the future potential of your village

MASTER PLANNING PROCESS

DEFINE

The third step in our master plan process is to clearly **DEFINE** your current and future programs and space needs both in a quantitative and qualitative way. In listing the spaces that are required, we assign areas and adjacencies. We also develop a preliminary budget that will assist in setting priorities. Describing the desired experience of each space, translates your vision into your program.

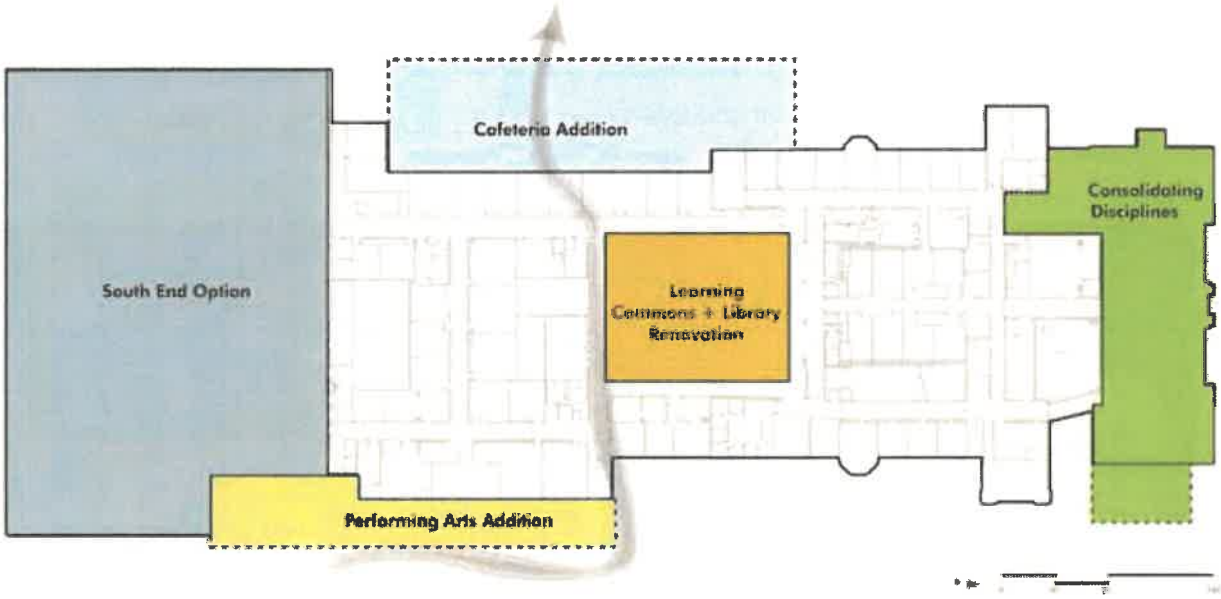
- Document the current and future programs and needs
- Prioritize needs and wants for each facility
- Identify and quantify the program areas required
- Describe and qualify the mission and goals for each space
- Consider activities planned for each space
- Set priorities for adjacencies and shared spaces
- Create a preliminary program and budget for each space

MASTER PLANNING PROCESS

CONSIDER

The fourth step in our master plan process is to **CONSIDER** the options and test fit the program into the building and site as applicable. Factoring in the priorities of the program, the goals, and the site analysis, we can now begin the collaborative conceptual design process allowing the stakeholders to participate in the creation of concepts. To maximize the projects' potential, we brainstorm together many possible ways to solve the puzzle and meet your needs. After a Consider workshop, the architects will illustrate the concepts in bubble diagrams, creating a series of options.

- Review the vision and program
- Demonstrate the graphic program to scale in the facility
- Brainstorm multiple options through workshop format using manipulatives in small groups
- Report back options to the large group discussing pros and cons
- Illustrate the concepts in bubble diagrams in the facility
- Compare budget implications for each option



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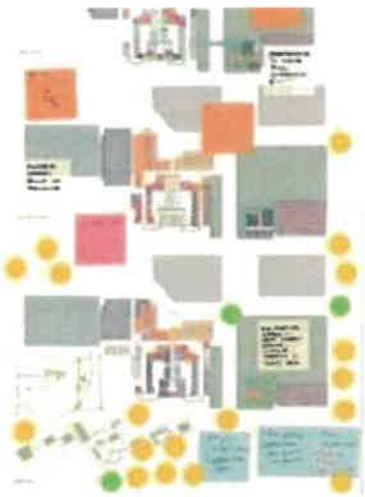
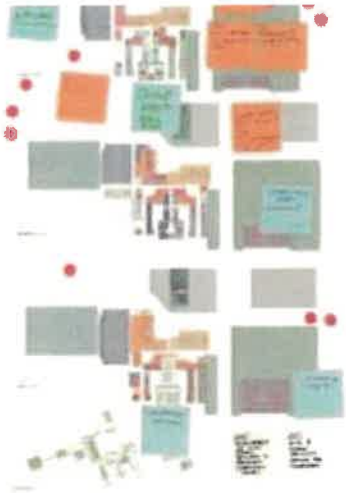
MASTER PLANNING PROCESS

TRANSFORM

The fifth step in our master plan process is to **TRANSFORM** your purpose into place. Through a consensus-building process, our team will support you in selecting the preferred option that best meets your needs, mission, and budget. This step includes evaluating the pros and cons of each concept collaboratively and narrowing the focus to one preferred option. The conclusion will be a phased master plan. Each master plan is unique and our process is customized to create the best result for your facility.

- Summarize the vision, program, and concepts from previous steps
- Evaluate the concepts and develop pros and cons of each option
- Build consensus around the preferred option
- Identify a practical first phase of the proposed solution
- Update the cost summary and develop a proposed schedule
- Verify the master plan and proposed solution embodies your mission and budget
- Document the master planning process
- Facilitate final documentation and support stakeholder presentation to the decision makers





3 Fee Proposal

LEGATARCHITECTS
DESIGN | PERFORMANCE | SUSTAINABILITY

DISCIPLINE LABOR ESTIMATE - DETAIL

CLIENT: Village of Orland Park

PROJECT DESCRIPTION: Facilities and Operations Master Plan

DESCRIPTION: Scope / Labor Detail Summary

Direct Costs

Phase	Cost
Phase 0: Preliminary Activities	$ 6,285.00
Phase 1: Facilities Condition Assessment	$ 71,975.00
1.1 Legat Architects	
1.2 Amsco Engineering (MEP FP)	
1.3 Larson Engineering (Structural)	
Phase 2: Space and Programming Needs Assessment	$ 36,677.50
Phase 3: Public Works Facility Master Plan	$ 13,497.50
Phase 4: Recreation Administration Storage Plan	$ 10,767.50
Phase 5: Presentations / Final Report	$ 4,170.00
	$ 143,372.50

Reimbursable Expenses

Allowance: Final Booklet Printing in Color	$ 2,000.00
	$ 2,000.00

Proposed Fee to Meet Client Expectation **$145,372.50**

Notes

1. If a licensed Structural Engineer is deemed unnecessary for the assessments of the various facilities, then our total fee to would be reduced by $18,960.00 for a total of $126,412.50
2. This commission can be performed on a Time and Material / Not-to-Exceed $145,372.50 at the Owner's discretion

LEGATARCHITECTS
DESIGN PERFORMANCE SUSTAINABILITY

DISCIPLINE LABOR ESTIMATE - DETAIL

PROJECT: Village of Orland Park

PROJECT DESCRIPTION: Facilities and Operations Master Plan

PHASE DESCRIPTION: Phase 0: Preliminary Activities

	LABOR CATEGORY	Legat Architects	Legat Architects	Legat Architects	Amsco Eng.	Larson Eng.	TOTAL LABOR
	TASK	Principal	Project Manager	Associate	MEP FP Engineer	Structural Engineer	
	PHASE 0: PRELIMINARY ACTIVITIES						
	ORGANIZE						
1	Conduct Kick-Off and Goal Setting Meeting	1.00	1.00	1.00	1.00	1.00	5.00
2	Obtain Existing Drawings and Information from Owner	0.00	2.00	0.00	0.00	0.00	2.00
3	Analyze Existing Drawings and Information Provided by Owner	0.00	3.00	0.00	3.00	3.00	9.00
4	Develop Facilities Conditions Assessment Standards	1.00	1.00	1.00	0.00	0.00	3.00
5	Identify Facilities and Operations Master Plan Committee (FOMP) Members	1.00	1.00	1.00	0.00	0.00	3.00
6	Identify Required Focus Group Meetings	0.50	2.00	0.00	0.00	0.00	2.50
7	Issue Survey to Facilities Staff to Obtain Perspective on Condition and Space Needs	1.00	2.00	0.00	0.00	0.00	3.00
8	Develop Facilities Conditions Assessment Schedule	0.50	2.00	0.00	0.00	0.00	2.50
9	Present Survey Results to FOMP Committee	2.00	2.00	0.00	0.00	0.00	4.00
10	Document Kick-Off and Goal Setting Meeting	0.00	1.00	0.00	0.00	0.00	1.00
	SUBTOTAL HOURS (PHASE 0: PRELIMINARY ACTIVITIES)	7.00	17.00	3.00	4.00	4.00	35.00
	AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
	TOTAL DOLLARS (PHASE 0: PRELIMINARY ACTIVITIES)	$1,435.00	$3,145.00	$405.00	$660.00	$640.00	**$6,285.00**

TOTAL HOURS (PHASE 0: PRELIMINARY ACTIVITIES)	7.00	17.00	3.00	4.00	4.00	31.00
AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
TOTAL DOLLARS	$1,435.00	$3,145.00	$405.00	$660.00	$640.00	$6,285.00

LEGATARCHITECTS
DESIGN | PERFORMANCE | SUSTAINABILITY

DISCIPLINE LABOR ESTIMATE - DETAIL

PROJECT: Village of Orland Park

PROJECT DESCRIPTION: Facilities and Operations Master Plan

PHASE DESCRIPTION: Phase 1: Facilities Condition Assessment

	LABOR CATEGORY	Legat Architects	Legat Architects	Legat Architects	Amsco Eng.	Larson Eng.	TOTAL LABOR
	TASK	Principal	Project Manager	Associate	MEP FP Engineer	Structural Engineer	
	PHASE 1: FACILITIES CONDITION ASSESSMENT						
	GATHER						
1	Perform Facility Condition Assessment of Village Hall	0.00	7.00	0.00	7.00	6.00	20.00
2	Perform Facility Condition Assessment of Civic Center	0.00	2.00	0.00	2.00	1.75	5.75
3	Perform Facility Condition Assessment of Franklin Loebe Center	0.00	2.00	0.00	2.00	1.75	5.75
4	Perform Facility Condition Assessment of Recreational Administration	0.00	3.00	0.00	3.00	2.50	8.50
5	Perform Facility Condition Assessment of SportsPlex	0.00	12.00	0.00	12.00	11.00	35.00
6	Perform Facility Condition Assessment of Police Department	0.00	8.00	0.00	8.00	7.00	23.00
7	Perform Facility Condition Assessment of Cultural Arts Center	0.00	3.00	0.00	3.00	2.75	8.75
8	Perform Facility Condition Assessment of Public Works Department	0.00	14.00	0.00	14.00	13.00	41.00
9	Perform Facility Condition Assessment of Thistlewood Pump Station	0.00	0.75	0.00	0.75	0.75	2.25
10	Perform Facility Condition Assessment of Well House #5	0.00	0.50	0.00	0.50	0.50	1.50
11	Perform Facility Condition Assessment of Well House #7	0.00	0.50	0.00	0.50	0.50	1.50
12	Perform Facility Condition Assessment of Williams Ct. Well House #9	0.00	0.50	0.00	0.50	0.50	1.50
13	Perform Facility Condition Assessment of Well House #10	0.00	0.50	0.00	0.50	0.50	1.50
14	Perform Facility Condition Assessment of Bulk Storage Facility	0.00	2.50	0.00	2.50	2.50	7.50
15	Perform Facility Condition Assessment of Centennial Park Aquatic Center	0.00	1.25	0.00	1.25	1.00	3.50
16	Perform Facility Condition Assessment of Centennial Park Concessions and Offices	0.00	0.50	0.00	0.50	0.50	1.50
17	Perform Facility Condition Assessment of Centennial Park Ice Rink	0.00	0.50	0.00	0.50	0.50	1.50
18	Perform Facility Condition Assessment of Park Admin. and Maintenance Garage	0.00	0.50	0.00	0.50	0.50	1.50
19	Perform Facility Condition Assessment of Orland Park History Museum	0.00	0.75	0.00	0.75	0.75	2.25
20	Perform Facility Condition Assessment of Veterans Center	0.00	0.50	0.00	0.50	0.50	1.50
21	Perform Facility Condition Assessment of Orland Park Health and Fitness	0.00	10.00	0.00	10.00	9.00	29.00
22	Organizing Notes and Photographs in "Plan Grid" Software	0.00	3.00	0.00	3.00	3.00	9.00
23	Develop Estimates of Facilities Condition Assessment Findings	10.00	0.00	0.00	0.00	0.00	10.00
24	Develop Full Assessment Report of Village Hall	0.00	3.50	3.50	7.00	5.00	19.00
25	Develop Full Assessment Report of Civic Center	0.00	1.00	1.00	2.00	1.50	5.50
26	Develop Full Assessment Report of Franklin Loebe Center	0.00	1.00	1.00	2.00	1.50	5.50

LEGATARCHITECTS
DESIGN PERFORMANCE SUSTAINABILITY

DISCIPLINE LABOR ESTIMATE - DETAIL

PROJECT: Village of Orland Park

PROJECT DESCRIPTION: Facilities and Operations Master Plan

PHASE DESCRIPTION: Phase 1: Facilities Condition Assessment

	LABOR CATEGORY	Legat Architects	Legat Architects	Legat Architects	Amsco Eng.	Larson Eng.	TOTAL LABOR
	TASK	Principal	Project Manager	Associate	MEP FP Engineer	Structural Engineer	
	PHASE 1: FACILITIES CONDITION ASSESSMENT						
27	Develop Full Assessment Report of Recreational Administration	0.00	1.50	1.50	3.00	2.50	8.50
28	Develop Full Assessment Report of SportsPlex	0.00	6.00	6.00	12.00	8.00	32.00
29	Develop Full Assessment Report of Police Department	0.00	4.00	4.00	8.00	6.50	22.50
30	Develop Full Assessment Report of Cultural Arts Center	0.00	1.50	1.50	3.00	2.50	8.50
31	Develop Full Assessment Report of Public Works Department	0.00	7.25	7.25	14.50	8.00	37.00
32	Develop Full Assessment Report of Thistlewood Pump Station	0.00	0.50	0.25	0.75	0.50	2.00
33	Develop Full Assessment Report of Well House #5	0.00	0.25	0.25	0.50	0.50	1.50
34	Develop Full Assessment Report of Well House #7	0.00	0.25	0.25	0.50	0.50	1.50
35	Develop Full Assessment Report of Williams Ct. Well House #9	0.00	0.25	0.25	0.50	0.50	1.50
36	Develop Full Assessment Report of Well House #10	0.00	0.25	0.25	0.50	0.50	1.50
37	Develop Full Assessment Report of Bulk Storage Facility	0.00	1.25	1.25	2.50	2.00	7.00
38	Develop Full Assessment Report of Centennial Aquatic Center	0.00	0.75	0.50	1.25	1.00	3.50
39	Develop Full Assessment Report of Centennial Park Concessions & Offices	0.00	0.25	0.25	0.50	0.50	1.50
40	Develop Full Assessment Report of Centennial Park Ice Rink	0.00	0.25	0.25	0.50	0.50	1.50
41	Develop Full Assessment Report of Park Admin. & Maintenance Garage	0.00	0.25	0.25	0.50	0.50	1.50
42	Develop Full Assessment Report of Orland Park Museum	0.00	0.50	0.50	1.00	0.75	2.75
43	Develop Full Assessment Report of Veterans Center	0.00	0.25	0.25	0.50	0.50	1.50
44	Develop Full Assessment Report of Orland Park Health & Fitness	0.00	5.00	5.00	10.00	8.00	28.00
45	Compare Staff Survey to Results of Facilities Assessment Report	0.00	2.00	0.00	0.00	0.00	2.00
46	QA/QC Review of Facilities Condition Assessment Report	4.00	0.00	0.00	0.00	0.00	4.00
47	Present Findings of Facilities Condition Assessment to FOMP Committee	2.00	2.00	2.00	0.00	0.00	6.00
	SUBTOTAL HOURS (PHASE 1: FACILITIES CONDITION ASSESMENT)	16.00	113.00	37.25	144.25	118.50	429.00
	AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
	TOTAL DOLLARS (PHASE 1: FACILITIES CONDITION ASSESMENT)	$3,280.00	$20,905.00	$5,028.75	$23,801.25	$18,960.00	$71,975.00

TOTAL HOURS (PHASE 1: FACILITIES CONDITION ASSESSMENT)	16.00	113.00	37.25	144.25	118.50	310.50
AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
TOTAL DOLLARS	$3,280.00	$20,905.00	$5,028.75	$23,801.25	$18,960.00	$71,975.00

LEGATARCHITECTS
DESIGN | PERFORMANCE | SUSTAINABILITY

DISCIPLINE LABOR ESTIMATE - DETAIL

PROJECT: Village of Orland Park
PROJECT DESCRIPTION: Facilities and Operations Master Plan
PHASE DESCRIPTION: Phase 2: Space and Programming Needs Assessment

	LABOR CATEGORY	Legat Architects	Legat Architects	Legat Architects	Amsco Eng.	Larson Eng.	TOTAL LABOR
	TASK	Principal	Project Manager	Associate	MEP FP Engineer	Structural Engineer	
	PHASE 2: SPACE AND PROGRAMMING NEEDS ASSESSMENT						
	ENVISION PHASE						
1	Plan Envision Phase	1.00	1.00	4.00	0.00	0.00	6.00
2	Conduct Focus Group Meetings with Village Hall Staff	0.00	4.00	4.00	0.00	0.00	8.00
3	Conduct Focus Group Meetings with Civic Center Staff	0.00	2.00	2.00	0.00	0.00	4.00
4	Conduct Focus Group Meetings with Franklin Loebe Center Staff	0.00	2.00	2.00	0.00	0.00	4.00
5	Conduct Focus Group Meetings with Recreational Administration Staff	0.00	2.00	2.00	0.00	0.00	4.00
6	Conduct Focus Group Meetings with SportsPlex Staff	0.00	4.00	4.00	0.00	0.00	8.00
7	Conduct Focus Group Meetings with Police Department Staff	0.00	3.50	3.50	0.00	0.00	7.00
8	Conduct Focus Group Meetings with Cultural Arts Center Staff	0.00	2.00	2.00	0.00	0.00	4.00
9	Conduct Focus Group Meetings with Public Works Department Staff	0.00	4.00	4.00	0.00	0.00	8.00
10	Conduct Focus Group Meetings with Thistlewood Pump Station Staff	0.00	0.50	0.50	0.00	0.00	1.00
11	Conduct Focus Group Meetings with Well House #5 Staff	0.00	0.50	0.50	0.00	0.00	1.00
12	Conduct Focus Group Meetings with Well House #7 Staff	0.00	0.50	0.50	0.00	0.00	1.00
13	Conduct Focus Group Meetings with Williams Ct. Well House #9 Staff	0.00	0.50	0.50	0.00	0.00	1.00
14	Conduct Focus Group Meetings with Well House #10 Staff	0.00	0.50	0.50	0.00	0.00	1.00
15	Conduct Focus Group Meetings with Bulk Storage Facility Staff	0.00	2.00	2.00	0.00	0.00	4.00
16	Conduct Focus Group Meetings with Centennial Park Aquatic Center Staff	0.00	1.00	1.00	0.00	0.00	2.00
17	Conduct Focus Group Meetings with Centennial Park Concessions / Offices Staff	0.00	0.50	0.50	0.00	0.00	1.00
18	Conduct Focus Group Meetings with Centennial Park Ice Rink Staff	0.00	0.50	0.50	0.00	0.00	1.00
19	Conduct Focus Group Meetings with Park Admin. and Maintenance Garage Staff	0.00	0.50	0.50	0.00	0.00	1.00
20	Conduct Focus Group Meetings with Orland Park History Museum Staff	0.00	1.00	1.00	0.00	0.00	2.00
21	Conduct Focus Group Meetings with Veterans Center Staff	0.00	0.75	0.75	0.00	0.00	1.50
22	Conduct Focus Group Meetings with Orland Park Health and Fitness Staff	0.00	4.00	4.00	0.00	0.00	8.00
23	Document Envision Meetings with Individual Focus Groups	1.50	0.00	14.00	0.00	0.00	15.50
SUBTOTAL HOURS (ENVISION PHASE)		2.50	37.25	54.25	0.00	0.00	94.00
AVERAGE SALARY RATE		$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
TOTAL DOLLARS (ENVISION PHASE)		$512.50	$6,891.25	$7,323.75	$0.00	$0.00	**$14,727.50**

LEGATARCHITECTS
DESIGN PERFORMANCE SUSTAINABILITY

DISCIPLINE LABOR ESTIMATE - DETAIL

PROJECT: Village of Orland Park

PROJECT DESCRIPTION: Facilities and Operations Master Plan

PHASE DESCRIPTION: Phase 2: Space and Programming Needs Assessment

	LABOR CATEGORY	Legat Architects	Legat Architects	Legat Architects	Amsco Eng.	Larson Eng.	TOTAL LABOR
	TASK	Principal	Project Manager	Associate	MEP FP Engineer	Structural Engineer	
	PHASE 2: SPACE AND PROGRAMMING NEEDS ASSESSMENT						
	DEFINE PHASE						
24	Plan Define Phase	1.00	1.00	4.00	0.00	0.00	6.00
25	Develop Space Program of Current and Future Needs of Village Hall	0.00	6.00	6.00	0.00	0.00	12.00
26	Develop Space Program of Current and Future Needs of Civic Center	0.00	3.00	3.00	0.00	0.00	6.00
27	Develop Space Program of Current and Future Needs of Franklin Loebe Center	0.00	3.00	3.00	0.00	0.00	6.00
28	Develop Space Program of Current and Future Needs of Recreational Administration	0.00	3.00	3.00	0.00	0.00	6.00
29	Develop Space Program of Current and Future Needs of SportsPlex	0.00	6.00	6.00	0.00	0.00	12.00
30	Develop Space Program of Current and Future Needs of Police Department	0.00	4.50	4.50	0.00	0.00	9.00
31	Develop Space Program of Current and Future Needs of Cultural Arts Center	0.00	3.00	3.00	0.00	0.00	6.00
32	Develop Space Program of Current and Future Needs of Public Works Department	0.00	6.00	6.00	0.00	0.00	12.00
33	Develop Space Program of Current and Future Needs of Thistlewood Pump Station	0.00	0.50	0.50	0.00	0.00	1.00
34	Develop Space Program of Current and Future Needs of Well House #5	0.00	0.50	0.50	0.00	0.00	1.00
35	Develop Space Program of Current and Future Needs of Well House #7	0.00	0.50	0.50	0.00	0.00	1.00
36	Develop Space Program of Current and Future Needs of Williams Ct. Well House #9	0.00	0.50	0.50	0.00	0.00	1.00
37	Develop Space Program of Current and Future Needs of Well House #10	0.00	0.50	0.50	0.00	0.00	1.00
38	Develop Space Program of Current and Future Needs of Bulk Storage Facility	0.00	3.00	3.00	0.00	0.00	6.00
39	Develop Space Program of Current and Future Needs of Centennial Park Aquatic Center	0.00	2.00	2.00	0.00	0.00	4.00
40	Develop Space Program of Current and Future Needs of Centennial Park Conc. & Offices	0.00	0.50	0.50	0.00	0.00	1.00
41	Develop Space Program of Current and Future Needs of Centennial Park Ice Rink	0.00	0.50	0.50	0.00	0.00	1.00
42	Develop Space Program of Current and Future Needs of Park Admin. & Maintenance Ga	0.00	0.50	0.50	0.00	0.00	1.00
43	Develop Space Program of Current and Future Needs of Orland Park History Museum	0.00	2.00	2.00	0.00	0.00	4.00
44	Develop Space Program of Current and Future Needs of Veterans Center	0.00	1.50	1.50	0.00	0.00	3.00
45	Develop Space Program of Current and Future Needs of Orland Park Health & Fitness	0.00	6.00	6.00	0.00	0.00	12.00
46	Develop Space and Programming Needs Assessment Report of all Facilities	2.00	4.00	8.00	0.00	0.00	14.00
47	Compare Staff Survey to Results of Space and Programming Needs Report	0.00	2.00	0.00	0.00	0.00	2.00
48	QA/QC Review of Space and Programming Needs Assessment Report	2.00	0.00	0.00	0.00	0.00	2.00
49	Present Findings of Space and Programming Needs to FOMP Committee	2.00	2.00	2.00	0.00	0.00	6.00

LEGATARCHITECTS
DESIGN | PERFORMANCE | SUSTAINABILITY

DISCIPLINE LABOR ESTIMATE - DETAIL

PROJECT: Village of Orland Park

PROJECT DESCRIPTION: Facilities and Operations Master Plan

PHASE DESCRIPTION: Phase 2: Space and Programming Needs Assessment

LABOR CATEGORY	Legat Architects	Legat Architects	Legat Architects	Amsco Eng.	Larson Eng.	TOTAL LABOR
TASK	Principal	Project Manager	Associate	MEP FP Engineer	Structural Engineer	
PHASE 2: SPACE AND PROGRAMMING NEEDS ASSESSMENT						
SUBTOTAL HOURS (DEFINE PHASE)	7.00	62.00	67.00	0.00	0.00	136.00
AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
TOTAL DOLLARS (DEFINE PHASE)	$1,435.00	$11,470.00	$9,045.00	$0.00	$0.00	**$21,950.00**
TOTAL HOURS (PHASE 2: SPACE AND PROGRAMMING NEEDS ASSESSMENT)	9.50	99.25	121.25	0.00	0.00	230.00
AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
TOTAL DOLLARS	$1,947.50	$18,361.25	$16,368.75	$0.00	$0.00	$36,677.50

LEGATARCHITECTS
DESIGN PERFORMANCE SUSTAINABILITY

DISCIPLINE LABOR ESTIMATE - DETAIL

PROJECT: Village of Orland Park
PROJECT DESCRIPTION: Facilities and Operations Master Plan
PHASE DESCRIPTION: Phase 3: Public Works Facility Master Plan

	LABOR CATEGORY	Legat Architects	Legat Architects	Legat Architects	Amsco Eng.	Larson Eng.	TOTAL LABOR
	TASK	Principal	Project Manager	Associate	MEP FP Engineer	Structural Engineer	
	PHASE 3: PUBLIC WORKS FACILITY MASTER PLAN						
	CONSIDER PHASE						
1	Plan Consider Phase	1.00	1.00	4.00	1.00	1.00	7.00
2	Conduct Collaborative Design Workshop with Public Works Facility Staff	0.00	4.00	4.00	0.00	0.00	8.00
3	Document Consider Meeting	0.00	1.50	0.00	0.00	0.00	1.50
4	Organize Outputs of Consider Phase	0.00	1.00	2.00	0.00	0.00	3.00
5	Develop Conceptual Design Options	0.00	4.00	8.00	0.00	0.00	12.00
6	Develop Phasing Diagrams for Conceptual Design Options	0.00	1.00	2.00	0.00	0.00	3.00
7	Develop Cost Estimates for Conceptual Design Options	6.00	0.00	0.00	0.00	0.00	6.00
	SUBTOTAL HOURS (CONSIDER PHASE)	7.00	12.50	20.00	1.00	1.00	40.50
	AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
	TOTAL DOLLARS (CONSIDER PHASE)	$1,435.00	$2,312.50	$2,700.00	$165.00	$160.00	$6,772.50
	TRANSFORM PHASE						
8	Plan Transform Phase	1.00	1.00	4.00	0.00	0.00	6.00
9	Presentation to Public Works Facility Staff and FOMP Committee	0.00	3.00	3.00	0.00	0.00	6.00
10	Selection of Consensus Option	0.00	1.00	1.00	0.00	0.00	2.00
11	Review of Potential Funding Sources	0.00	1.00	1.00	0.00	0.00	2.00
12	Document Transform Meeting	0.00	1.50	0.00	0.00	0.00	1.50
13	Prepare Master Plan Document	0.00	2.00	24.00	0.00	0.00	26.00
14	QA/QC Review of Master Plan Document	1.50	0.00	0.00	0.00	0.00	1.50
	SUBTOTAL HOURS (TRANSFORM PHASE)	2.50	9.50	33.00	0.00	0.00	45.00
	AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
	TOTAL DOLLARS (DEFINE PHASE)	$512.50	$1,757.50	$4,455.00	$0.00	$0.00	$6,725.00
	TOTAL HOURS (PHASE 3: PUBLIC WORKS FACILITY MASTER PLAN)	9.50	22.00	53.00	1.00	1.00	85.50
	AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
	TOTAL DOLLARS	$1,947.50	$4,070.00	$7,155.00	$165.00	$160.00	$13,497.50

LEGATARCHITECTS
DESIGN PERFORMANCE SUSTAINABILITY

DISCIPLINE LABOR ESTIMATE - DETAIL

PROJECT: Village of Orland Park
PROJECT DESCRIPTION: Facilities and Operations Master Plan
PHASE DESCRIPTION: Phase 4: Recreation Administration Storage Plan

	LABOR CATEGORY	Legat Architects	Legat Architects	Legat Architects	Amsco Eng.	Larson Eng.	TOTAL LABOR
	TASK	Principal	Project Manager	Associate	MEP FP Engineer	Structural Engineer	
	PHASE 4: RECREATION ADMINISTRATION STORAGE PLAN						
	CONSIDER PHASE						
38	Plan Consider Phase	1.00	1.00	3.00	1.00	1.00	6.00
39	Conduct Collaborative Design Workshop with Recreation Administration Staff	0.00	3.00	3.00	0.00	0.00	6.00
40	Document Consider Meeting	0.00	1.50	0.00	0.00	0.00	1.50
41	Organize Outputs of Consider Phase	0.00	1.00	2.00	0.00	0.00	3.00
42	Develop Conceptual Design Options	0.00	3.00	6.00	0.00	0.00	9.00
43	Develop Phasing Diagrams for Conceptual Design Options	0.00	1.00	2.00	0.00	0.00	3.00
44	Develop Cost Estimates for Conceptual Design Options	4.00	0.00	0.00	0.00	0.00	4.00
	SUBTOTAL HOURS (CONSIDER PHASE)	5.00	10.50	16.00	1.00	1.00	32.50
	AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
	TOTAL DOLLARS (CONSIDER PHASE)	$1,025.00	$1,942.50	$2,160.00	$165.00	$160.00	$5,452.50
	TRANSFORM PHASE						
8	Plan Transform Phase	1.00	1.00	3.00	0.00	0.00	5.00
9	Presentation to Recreation Administration Storage Staff and FOMP Committee	0.00	3.00	3.00	0.00	0.00	6.00
10	Selection of Consensus Option	0.00	1.00	1.00	0.00	0.00	2.00
11	Review of Potential Funding Sources	0.00	1.00	1.00	0.00	0.00	2.00
12	Document Transform Meeting	0.00	1.50	0.00	0.00	0.00	1.50
13	Prepare Storage Plan Document	0.00	1.50	16.00	0.00	0.00	17.50
14	QA/QC Review of Storage Plan Document	1.00	0.00	0.00	0.00	0.00	1.00
	SUBTOTAL HOURS (DEFINE PHASE)	2.00	9.00	24.00	0.00	0.00	35.00
	AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
	TOTAL DOLLARS (DEFINE PHASE)	$410.00	$1,665.00	$3,240.00	$0.00	$0.00	$5,315.00
	TOTAL HOURS (PHASE 4: RECREATION ADMINISTRATION STORAGE PLAN)	7.00	19.50	40.00	1.00	1.00	67.50
	AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
	TOTAL DOLLARS	$1,435.00	$3,607.50	$5,400.00	$165.00	$160.00	$10,767.50

LEGATARCHITECTS
DESIGN | PERFORMANCE | SUSTAINABILITY

DISCIPLINE LABOR ESTIMATE - DETAIL

PROJECT: Village of Orland Park

PROJECT DESCRIPTION: Facilities and Operations Master Plan

PHASE DESCRIPTION: Phase 5: Final Presentations / Final Report

	LABOR CATEGORY	Legat Architects	Legat Architects	Legat Architects	Amsco Eng.	Larson Eng.	TOTAL LABOR
	TASK	Principal	Project Manager	Associate	MEP FP Engineer	Structural Engineer	
	PHASE 4.5: FINAL PRESENTATIONS / FINAL REPORT						
	FINAL PRESENTATIONS						
1	Prepare Presentation to Village Manager and Department Heads	2.00	2.00	0.00	0.00	0.00	4.00
2	Attend Presentation with Village Manager and Department Heads	2.00	2.00	0.00	0.00	0.00	4.00
3	Document Revisions to Presentation with Village Manager and Department Heads	0.00	2.00	0.00	0.00	0.00	2.00
4	Prepare Presentation to Village Board via Committee of Whole Meeting	1.00	1.00	0.00	0.00	0.00	2.00
5	Attend Presentation to Village Board via Committee of Whole Meeting	1.00	1.00	0.00	0.00	0.00	2.00
6	Document Revisions to Presentation with Village Board	1.00	2.00	0.00	0.00	0.00	3.00
7	Perform QA/QC Review of Final Report	2.00	0.00	2.00	0.00	0.00	4.00
8	Submit Final Report of Phases 1 Through 4 to Owner	1.00	0.00	0.00	0.00	0.00	1.00
	SUBTOTAL HOURS (FINAL PRESENTATIONS / FINAL REPORT)	10.00	10.00	2.00	0.00	0.00	22.00
	AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
	TOTAL DOLLARS (FINAL PRESENTATIONS / FINAL REPORT)	$2,050.00	$1,850.00	$270.00	$0.00	$0.00	**$4,170.00**

	TOTAL HOURS (PHASE 5: FINAL PRESENTATIONS / FINAL REPORT)	10.00	10.00	2.00	0.00	0.00	22.00
	AVERAGE SALARY RATE	$ 205.00	$ 185.00	$ 135.00	$ 165.00	$ 160.00	
	TOTAL DOLLARS	$2,050.00	$1,850.00	$270.00	$0.00	$0.00	$4,170.00

WE CARE
WE LISTEN
WE ENGAGE

LEGAT ARCHITECTS

WWW.LEGAT.COM

PROPOSAL SUMMARY SHEET
21-026
Facilities and Operations Master Plan

Business Name: Legat Architects, Inc.

Street Address: 2015 Spring Rd Suite 175

City, State, Zip: , Oak Brook, IL 60523

Contact Name: Jay D. Johnson, AIA, CSI, LEED AP

Title: Principal

Phone: 847.846.0038 Fax:

E-Mail address: jjohnson@legat.com

PRICE PROPOAL

Submit Proposal Prices via the following breakdown:

Condition Assessment & Data Gathering	$71,975.00 + $6,285.00 = $78,260.00
Space & Program Needs Assessment	$36,677.50
Public Works Site Master Plan	$13,497.50
Recreational Administration Storage Plan & Presentation	$10,767.50 + $4,170.00 = $14,937.50
PROPOSAL TOTAL	**$143,372.50**

Reimbursable Allowance: $2,000.00

NOTE: Refer to attached documents for additional information

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Patrick J. Brosnan, AIA, LEED AP

Signature of Authorized Signee: Patrick J. Brosnan

Title: President I CEO Date: May 10, 2021

ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned Patrick J. Brosnan, as President I CEO
(Enter Name of Person Making Certification) *(Enter Title of Person Making Certification)*

and on behalf of Legat Architects, Inc., certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

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

Federal Employer I.D.#: 36-3003268
(or Social Security # if a sole proprietor or individual)

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

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
✓ Corporation Illinois *(State of Incorporation)* May 1992 *(Date of Incorporation)*

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

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

3) **SEXUAL HARRASSMENT POLICY: Yes ✓ No [ ]**

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

4) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes [✓] No [ ]

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

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

5) **TAX CERTIFICATION:** Yes [✓] No [ ]

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

6) **AUTHORIZATION & SIGNATURE:**

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

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Patrick J. Brosnan, AIA, LEED AP

Name of Authorized Officer

President I CEO

Title

May 10, 2021

Date

REFERENCES

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

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

1. ORGANIZATION: Village of Burr Ridge
   ADDRESS: 7660 County Line Road, Burr Ridge, Illinois 60527
   PHONE NUMBER: (630) 654-8181 ext. 2010 / Email: ewalter@burr-ridge.gov
   CONTACT PERSON: Evan Walter, Village Administrator
   YEAR OF PROJECT: 2021 Village Hall Assessment & Master Plan
   2021 Public Works Assessment & Master Plan

2. ORGANIZATION: City of Naperville
   ADDRESS: 180 Fort Hill Drive, Naperville, Illinois 60540
   PHONE NUMBER: (630) 305-5944 / Email: nollm@naperville.il.us
   CONTACT PERSON: Marc Noll, Facilities Project Manager - Department of Public Works
   YEAR OF PROJECT: 2021 Police Department Assessment and Master Plan

3. ORGANIZATION: Village of North Aurora
   ADDRESS: 25 E. State Street, North Aurora, Illinois 60542
   PHONE NUMBER: (630) 897-8228 / Email: jlaskowski@northaurora.org
   CONTACT PERSON: John Laskowski, Public Works Director
   YEAR OF PROJECT: 2019 / 2020 Public Works Assessment and Master Plan

•• ORGANIZATION: Village of Lisle
   ADDRESS: 925 Burlington Avenue, Lisle, Illinois 60532
   PHONE NUMBER: (630) 271-4171 / Email: jelias@villageoflisle.org
   CONTACT PERSON: John Elias, Public Works Director
   YEAR OF PROJECT: 2018 Public Works Feasibility Study and Master Plan

ORLAND PARK

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

Workers' Compensation – Statutory Limits
Employers' Liability
$1,000,000 – Each Accident $1,000,000 – Policy Limit
$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)

$1,000,000 – Each Occurrence $2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Primary Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

PROFESSIONAL LIABILITY

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

EXCESS PROFESSIONAL LIABILITY (Umbrella-Follow Form Policy)

$1,000,000 – Each Occurrence
$1,000,000 – Aggregate
EXCESS MUST COVER: Professional liability

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, agents, representatives and assigns as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverages. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement, however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 10 DAY OF May, 2021

Signature

Authorized to execute agreements for:

Patrick J. Brosnan - President|CEO

Printed Name & Title

Legat Architects, Inc.

Name of Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2021

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
West's Insurance Agency, Inc.
1225 Tri State Parkway

Gurnee IL 60031

CONTACT NAME: Kelly McGillivray
PHONE (A/C, No, Ext): (847) 623-0456 FAX (A/C, No):
E-MAIL ADDRESS: kelly@westinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Casualty Company	28665
INSURER B : Employers Preferred Insurance	10346
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Legat Architects, Inc.

1125 Tri-State Parkway #730

Gurnee IL 60031-9999

COVERAGES **CERTIFICATE NUMBER:** Cert ID 17468 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			ECP0247096	05/14/2021	05/14/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			ECP0247096	05/14/2021	05/14/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			ECP0247096	05/14/2021	05/14/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] (Mandatory in NH)	N/A		EIG2494387-03	05/14/2021	05/14/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Orland Park RFP 21-026

Village of Orland Park, its officers, officials, employees, agents and volunteers are additional insured with respects to General Liability on a primary non-contributory basis when required by signed written contract. 30 day notice of cancellation only 10 day for non-payment of premium

CERTIFICATE HOLDER

Village of Orland Park

14700 South Ravinia Avenue

Orland Park IL 60462

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Kelly J. McGillivray

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/2021

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
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company Inc	37540
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Legat Architects, Inc.
Susan Jahn
1125 Tri-State Parkway, Suite 730
Gurnee, IL 60031

COVERAGES

CERTIFICATE NUMBER: W21364209

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			V15SRW211301	04/24/2021	04/24/2022	Per Claim	$2,000,000
							Aggregate	$2,000,000

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

RE: Facilities and Operations Master Plan Project
Retroactive date: 6/1/1965

CERTIFICATE HOLDER

Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **SECTION II - WHO IS AN INSURED, 2.** is amended to include:

   e. Any person or organization, hereinafter referred to as ADDITIONAL INSURED:

   (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and

   (2) For whom you are required to add as an additional insured on this Coverage Part

   under:

   (1) A written contract or agreement; or

   (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued;

   but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. However, the City of Chicago, its officers, employees and agents are not insureds with respect to liability caused by or arising from:

   (1) The building or disassembly of scaffolding by or for you; or

   (2) The use of such scaffolding.

   A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

2. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

   1. Automatic Additional Insured Provision

   The written or oral contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement also must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

   2. Conformance to Specific Written Contract or Agreement

   If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

   a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

   b. Include coverage for completed operations; or

   c. Include coverage for "your work";

   and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **3.**, **4.a.(2)** and / or **4.b.**, or any combination thereof, of this endorsement shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **3.** and **4.a.(2)** of this endorsement shall not apply and Paragraph **4.b.** of this endorsement shall apply.

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3. **SECTION III - LIMITS OF INSURANCE** is amended to include:

   The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

4. The following are added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:**

   The insurance provided to the additional insured does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the:

   (1) Rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

   (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

   (b) Supervisory, inspection, architectural or engineering activities;

   (2) Sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

   b. "Bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard".

   c. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

5. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is amended to include:

   a. Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

   b. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

   (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

   (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY / NONCONTRIBUTORY AMENDMENT OF CONDITIONS FOR DESIGNATED ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED IN WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS

With respect to insurance provided the additional insured shown in the Schedule, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

Where required by a written contract, this insurance is primary and noncontributory as respects any other insurance policy issued to the additional insured. Otherwise, **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance available to the additional insured whether primary, excess, contingent or on any other basis.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over any other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

ALL JOBS IN Illinois

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 05/14/2018 at 12:01 AM standard time, forms a part of

Policy No. EIG 2494387 01 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 31283

Issued to LEGAT ARCHITECTS INC Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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