

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
WEDNESDAY, MAY 11, 2011

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
ADVERTISEMENT FOR BIDS

Wolf Road & 183rd Street Water Main Improvements

The Village of Orland Park, Illinois will receive sealed bids until 11:00 A.M. on the 25th day of May, 2011, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Wolf Road & 183rd Street Water Main Improvements. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 14700 Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The contract items including plans and specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online at the Village's website www.orland-park.il.us.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. Each bid must be accompanied by a bid bond, certified or cashier's check in the amount of ten percent (10%) of the total amount of the bid, as a guarantee that the successful bidder will furnish satisfactory performance and payment bonds in the full amount of the executed Contract and proceed with the work.

The President and Board of Trustees reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in bidding and to disregard all non-conforming or conditional bids.

The successful bidder shall be required to comply with the provisions of all State of Illinois and federal laws concerning public works projects as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission. Any contract executed is subject to the Illinois Prevailing Wage Act.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: DAVID P. MAHER
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

INVITATION TO BID

**WOLF ROAD AND 183RD STREET
WATER MAIN IMPROVEMENTS**

ISSUED

May 11, 2011

BID OPENING

May 25, 2011
11:00 a.m.

**VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID**

TABLE OF CONTENTS

I. INSTRUCTIONS TO BIDDERS

- Overview..... 2
- Bid Specifications 4
- General Provisions 5
- Bid Submission Requirements..... 9
- Evaluation of Bids/Bidders 12
- Bid Submittal Checklist 13

II. REQUIRED BID SUBMISSION DOCUMENTS

- Bidder Summary Sheet..... 15
- Unit Price Bid Sheet..... 16
- Business Organization 17
- Certificate of Eligibility to Enter into Contracts 18
- Equal Employment Opportunity 19
- Certification of Compliance With the Illinois Prevailing Wage Act..... 21
- Contractor’s Certification Sexual Harassment, Tax & Substance Abuse . 22
- Apprenticeship and Training Program Certification..... 23
- References 24
- Insurance Requirements..... 25

III. ADDITIONAL INFORMATION

- Local Vendor Purchasing Policy 27
- Standard Form Contract 28
- Construction Contract Terms and General Conditions 33
- Special Provisions 44
- IDOT Permit 52
- Pipeline Requirements/Permit(s) 59
- Wolf Rd & 183rd St. Water Main Plans (under separate cover)

**VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID**

I. INSTRUCTIONS TO BIDDERS

OVERVIEW

The Village of Orland Park requests Bids for the **Wolf Road and 183rd Street Water Main Improvements** (“the Project”) in the Village of Orland Park, Illinois (“Village”). See the Plans and Specifications prepared by McDonough Associates Inc. for details on the Project (“Plans and Specifications”).

Drawings and specifications can be obtained from the Office of the Village Clerk located at 14700 South Ravinia Avenue, Orland Park, Illinois 60462, Monday thru Friday, 8:00am to 5:00pm, local prevailing time and online from our website www.orland-park.il.us.

In order to be responsive, SEALED BIDS must be signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462, not later than 11:00 a.m., local prevailing time on Wednesday, May 25, 2011. All sealed bids must be submitted to the Village Clerk, located at the above stated address. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project which described in detail consists of the following:

The work consists of the installation of 20” PVC water main in a 30” PVC casing to be installed under 183rd Street; a connection to the existing 20” main; the installation of 16” Ductile Iron Pipe water main in a 24” Steel Casing Pipe to be installed under Wolf Road south of 183rd Street; the installation of 12” DIP water main; and the installation of additional 16” DIP water main to the west, along 183rd Street, to connect to the existing 16” water main at Golden Eagle Drive. The work includes the installation of valves, valve vaults and fire-hydrants of the sizes and at the locations shown on the drawings. All work will be open cut with some hand excavation needed near the petroleum pipelines that are to be crossed. The work will include all excavation, legal off-site disposal of excess excavated material, pipe bedding material, backfill material and all labor and equipment necessary. The work also includes some pavement removal and temporary pavement replacement and surface restoration with seed. **This work is a precursor to IDOT improvements of this intersection and must be complete by July 17, 2011**

Oral, telephonic, facsimile or electronically transmitted bids shall not be considered.

No oral comments will be made to any Bidder as to the meaning of the Plans and Specifications or other contract documents. Requests for comments shall be made in

VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID

writing. Contact Mr. Timothy D. Werner, P.E. of McDonough Associates Inc. by fax at (708) 226-9345, or by e-mail at twerner@maiengr.com, if you have any technical questions on this project. Inquiries received in writing within seven (7) or more days prior to the bid opening will be given consideration and answers will be provided in writing to all potential bidders and will be available to the public. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modification or additions to the Plans, Specifications or General Provisions, or other bid documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum not less than four (4) calendar days before bids are opened to those persons who have received bid packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement in its best interest.

Any references in the Plans and Specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the bidder intends to furnish the item specified and does not propose to furnish an "equal." The Village hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

**VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID**

BID SPECIFICATIONS FOR:

Wolf Road and 183rd Street Water Main improvements

SCOPE OF WORK:

The work consists of the installation of 20" PVC water main in a 30" PVC casing to be installed under 183rd Street; a connection to the existing 20" main; the installation of 16" Ductile Iron Pipe water main in a 24" Steel Casing Pipe to be installed under Wolf Road south of 183rd Street; the installation of 12" DIP water main; and the installation of additional 16" DIP water main to the west, along 183rd Street, to connect to the existing 16" water main at Golden Eagle Drive. The work includes the installation of valves, valve vaults and fire-hydrants of the sizes and at the locations shown on the drawings. All work will be open cut with some hand excavation needed near the petroleum pipelines that are to be crossed. The work will include all excavation, legal off-site disposal of excess excavated material, pipe bedding material, backfill material and all labor and equipment necessary. The work also includes some pavement removal and temporary pavement replacement and surface restoration with seed. **This work is a precursor to IDOT improvements of this intersection and must be complete by July 17, 2011.**

SPECIAL CONDITIONS:

The pipeline companies have provided guidelines that must be followed to perform work within the areas near their facilities. These guidelines have been included and are made part of this contract. All costs of complying with the requirements of the pipeline guidelines shall be included in the unit prices of the work and will not be paid for separately under this contract. Wolf Road is an IDOT maintained roadway. All work within the Wolf Road ROW must comply with all State and Federal guidelines and standards. All costs of complying with the requirements of IDOT shall be included in the unit prices of the work and will not be paid for separately under this contract.

This work is being constructed within IDOT ROW and under permit with IDOT, all regulations and requests made by IDOT must be followed. No additional compensation will be allowed for satisfying any request of IDOT considered reasonable or expected, such as modifications/maintenance of traffic control element, during the course of the work in the IDOT ROW.

The bid documents consist of the items indicated in the Instructions to bidders, the separate plans set developed for this work, all documents required for bid submission, and all exhibits identified in the above.

**VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID**

Bid Submission:

Please provide the individual unit prices and item cost on the Unit Price Bid Sheet in addition to a total bid price on the Bidders Summary Sheet located in Section II.

GENERAL PROVISIONS

Contract – The Additional Information section includes a standard contract, subject to modifications, that the successful bidder will be required to enter into with the Village of Orland Park within ten (10) business days of notice of bid award (hereinafter referred to as the “Contract”).

This contract will expire upon completion, inspection, acceptance and final payment for the work performed or by July 31, 2011, whichever occurs first. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Resident Inspector – The Director of Public Works or his designee reserves the right to make any inspections at any time if desired.

Period of Performance - Actual work cannot begin until the Village issues a written Notice to Proceed to the Contractor. In order to receive said Notice, the Contractor shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds and insurance, shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful bidder if these documents are not submitted to and approved by the Village within ten (10) days of notice of bid award.

The work to be performed by the successful bidder shall be complete on or before **July 17, 2011**. Liquidated damages shall be assessed for and after both dates individually if the work is not complete.

Should the Contractor neglect, refuse, or fail to complete the work under the contract by the above agreed upon date, and in view of the difficulty of estimating with exactness the damages caused by such delay, the Village shall have the right to charge the Contractor the sum of \$500 per day for each and every calendar day that the work is not complete according to the Village’s Plans and Specifications, as liquidated damages and not a penalty.

Payments – Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) after receipt by the Village of Contractor’s Dated Invoice, Contractor’s Sworn Statement, and Lien Waiver for the amount being requested. Invoices should include the following information:

VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID

- Name and address of contractor
- Purchase order number
- Dates of service
- Previous retainage to date
- Current invoice amount
- Invoices from subcontractors
- Lien Waivers from subcontractors
- Current retainage
- Total retainage amount including current invoice

The Village may exercise its right to request photocopies of cancelled checks from the Contractor to his subcontractors, manufacturers, and suppliers, etc. Copies of these cancelled checks along with all applicable Lien Waivers shall accompany each pay request and shall be submitted for the month previous to the amount shown on the pay request minus retainage.

Upon the Village's request, invoices for progress payments must include supporting documentation such as packing slips, subcontractor's invoice and material invoices.

10 percent will be held for retainage and will be released after all work has been approved and all bonds, warrantees and as-builts have been received by the Village.

Changes in the Scope of Work - Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village Board of Trustees prior to acceptance of the Change Order.

Assignment – Successful bidder shall not assign the work of this Project without the prior written approval of the Village.

Compliance with Laws – The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of bids or the performance of the Contract.

Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service.

VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID

Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Not less than the Prevailing Rate of Wages as found by the Village of Orland Park or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Village. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Any contractor doing work in the Village must obtain a Contractor's license from the Village of Orland's Building Department, as may be required by Village code.

Guarantees and Warranties - All guarantees and warranties required in the special provisions shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued.

By submitting a bid, bidder expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village and deficiencies shall be corrected by the contractor under its warranty immediately upon notification from the Village.

Alternates - Equipment and materials for this work are specified herein. Alternate equipment and or material other than those outlined within this packet will not be accepted within the contractor's bid.

Indemnification - The selected contractor shall indemnify and hold harmless the Village of Orland Park ("Village") and McDonough Associates inc., their trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any

VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID

claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village and McDonough Associates Inc., their trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

**VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID**

BID SUBMISSION REQUIREMENTS

Bidder must submit three (3) complete, sealed, signed and attested copies of the bid, two (2) of which shall be complete bound copies and one (1) of which shall be a complete, identical, unbound copy of the bid, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall contain the forms with the original signatures.

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of sixty (60) calendar days after the Village opens them.

Each bidder is responsible for reading the bid documents and determining that the Plans and Specifications describe the work to be performed in sufficient detail. Failure of a bidder to do so shall not relieve the bidder of any obligation with respect to said bid. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in the Plans and Specifications and shall note in its bid the adjustments made to accommodate such deficiencies in the Plans and Specifications. After bids have been opened, no bidder shall assert that there was a misunderstanding concerning the nature of the work to be done or the quantities and specifications of the items to be delivered and/or installed, and no such claim shall relieve a bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this Invitation to Bid and Plans and Specifications, (Project manual) all of which are on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

Bidder Summary Sheet – Section II includes the Bidder Summary Sheet that must be completed and submitted with the bid package.

Unit Price Bid Sheet – Section II includes the Unit Price Bid Sheet that must be completed and submitted with the bid package. The Village reserves the right to reject any bid that includes an incomplete Unit Price Bid Sheet and/or if the total bid price on the Bidder Summary Sheet does not match the summation of the total cost for the Pay Items included in the Unit Price Bid Sheet. In the event of a discrepancy, the total price shall govern over the unit price listed on the bid sheet.

Bid Deposit - Each bid must be accompanied by a bid deposit, as earnest money, in the form of a bid bond, a certified check or cashier's check, drawn on a responsible bank, made payable to the order of the Village of Orland Park for 10% of the total amount of the base bid price. As soon as the bid prices have been compared, the Village will return the deposit of all except the three lowest bidders.

VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID

References – Bidders shall provide the Village with the names and contact information of three (3) references for which they have performed similar work. The bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village shall use the information gained from bidder’s references to further evaluate the bidders.

Insurance – Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage and endorsements, including Worker’s Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village’s Insurance Requirements attached in Section II. **Bidders must sign and submit with the bid, the Insurance Requirements page, as recognition of the insurance coverage and amounts (hereinafter referred to as “coverage(s)”) that will be required to be in place before the commencement of any work by the successful bidder.** By signing this form, the bidder is certifying that in the event the bidder does not already have the required insurance coverage in place, that the bidder has checked with their insurance carrier and verified that the coverage and endorsements requested will be able to be obtained by the bidder within ten (10) days after the date of the Notice of Award of the Contract. The bidder has the sole responsibility of verifying that the coverage and endorsements will be available for purchase and has made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful bidder may incur as a result of obtaining said required coverage’s. The bidder also represents that they have taken the insurance requirements into account and at the bidders’ sole discretion, has factored this into the bid prices submitted. The successful bidder is solely and entirely responsible for the payment of policy premiums and in no event will the Village of Orland Park be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount bid, as a result of any expense the successful bidder may incur to satisfy the obligations required herein.

Please submit with the bid, a current policy Specimen Certificate of Insurance showing the insurance coverage the bidder currently has in force.

Upon award of the contract, any insurance policies providing the coverage required of the Contractor shall be specifically endorsed to identify “*The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.*” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a “Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s.” The certificate of insurance shall also state this information on its face and endorsements will be required to be submitted if awarded the contract. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all

VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID

Certificates of Insurance submitted to the Village, but failure of the insurer to strike this reference shall not be a waiver of the obligation to provide any written notice.

Performance Bond – When the Contract is executed with the final successful bidder, the deposits of the other remaining unsuccessful bidders will be returned or otherwise caused to be cancelled. The bid deposit of the successful bidder will be retained until Payment and Performance Bonds and Insurance Certificates have been received and approved, at which time the bid bond will be returned. A Payment and Performance Bond, in the amount of one hundred percent (100%) of the contract price, with a corporation surety satisfactory to the Village, will be required to assure performance of the Contract. Any attorney-in-fact who signs any bond must attach to each bond an effective copy of his power of attorney, the date of the bond specifically including such date within the authority conferred thereby.

Payment and Performance Bonds must be provided by a company listed in Federal Register Circular 570, latest revision, Surety Companies Acceptable on Federal Bonds, and a Financial Rating of V or better as published by Best's Key Rating Guide, latest edition. Additionally, the bonding firm must be registered to do business in Illinois by the State of Illinois Department of Insurance.

In case of failure of the bidder to timely provide the Payment and Performance Bonds and Certificate of Insurance, the Village may at its option, declare the bidder in default of the Contract, in which case the bid deposit accompanying the bid shall be forfeited to, and shall become the property of the Village. The Village may elect either to accept the next lowest responsible bid, or re-advertise for new bids and take such other actions as are provided for under the default termination provisions of the Contract.

Execution of the Contract by the Village will be contingent upon provision of the required bonds and insurance certificates. A "Notice to Proceed" will not be issued and work may not commence until required payment and performance bonds are in place.

Bid Price - The submitted bid price shall include all permits, insurance, bonds, materials, equipment, plant facilities, work and expense necessary to perform the work in accordance with the Plans and Specifications included in this bid package. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

The Plans and Specifications describe the standards of construction and are not intended to describe a particular manufacturer's product.

**VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID**

EVALUATION OF BIDS/BIDDERS

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids.

The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the bidder to perform the work in conformity with the Contract documents, and the bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Contract shall be awarded to the lowest responsive, responsible bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the Village and other purchasers with the bidders.

Award of the contract is subject to Village of Orland Park Board approval. The Corporate Authority of the Village may elect to enforce its Local Vendor Purchasing Policy (see Section III Exhibit A – Local Vendor Purchasing Policy) when awarding the contract.

The Village may also conduct a pre-award facility survey of the bidder. This survey may include, but is not limited to, determining if the bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof.

**VILLAGE OF ORLAND PARK, ILLINOIS
WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENTS
INVITATION TO BID**

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit all of the following items:

- Sealed Bid Envelope - **Addressed to the Village of Orland Park, Attn: Village Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, IL 60462, and labeled: ***Wolf Road and 183rd Street Water Main improvements - Bid***, in the lower left hand corner.
- Bid - Bidder must submit **three (3) complete, sealed, signed and attested copies of the bid, two (2) of which shall be complete bound copLES and one (1) of which shall be a complete, identical, unbound copy of the bid**, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall contain the forms with the original signatures (please include a photocopy of the bid bond in the unbound copy). Note: only need to include those required documents listed in Section II and Section III in the bid submission.
- Bid Bond/Check for 10% of the bid amount
- All forms completed from Section II:
 - Bidder Summary Sheet
 - Unit Price Bid Sheet
 - Business Organization
 - Certificate of Eligibility to Enter into Public Contracts
 - Equal Employment Opportunity
 - Certification of Compliance With the Illinois Prevailing Wage Act
 - Contractor's Certification Sexual Harassment, Tax & Substance Abuse
 - Apprenticeship and Training Program Certification
 - References
 - Insurance Requirements

II – REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENT
(Project Name)

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

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

FEIN #: _____

Phone: (____) _____ Fax: (____) _____

E-mail Address: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

TOTAL BID PRICE: \$ _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

UNIT PRICE BID SHEET

WOLF ROAD and 183RD STREET WATER MAIN IMPROVEMENT (Project Name)

PAY ITEM NUMBER	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL
1	DUCTILE IRON WATER MAIN, 12"	LF	25	\$	\$
2	DUCTILE IRON WATER MAIN, 16"	LF	454	\$	\$
3	PVC C900 WATER MAIN, 20"	LF	207	\$	\$
4	STEEL ENCASMENT PIPE, 24"	LF	71	\$	\$
5	PVC ENCASMENT, 30"	LF	100	\$	\$
6	48" VAULT WITH 12" VALVE	EA	1	\$	\$
7	60" VAULT WITH 16" VALVE	EA	2	\$	\$
8	60" VAULT WITH 20" VALVE	EA	1	\$	\$
9	45° DUCTILE IRON BEND, 16"	EACH	2	\$	\$
10	EPOXY COATED FITTING, 20"	EACH	4	\$	\$
11	12" X 16" X 16" DUCTILE IRON TEE	EACH	1	\$	\$
12	20" X 20" X 16" DUCTILE IRON TEE	EACH	1	\$	\$
13	FIRE HYDRANT	EA	3	\$	\$
14	REMOVE & REPLACE TOPSOIL, 8"	L SUM	1	\$	\$
15	SEEDING - COVER CROP	L SUM	1	\$	\$
16	EROSION & SEDIMENTATION CONTROL	L. SUM	1	\$	\$
17	PAVEMENT REMOVAL AND REPLACEMENT	L SUM	1	\$	\$
18	MOBILIZATION	L. SUM	1	\$	\$
19	TRAFFIC CONTROL	L. SUM	1	\$	\$
GRAND TOTAL*					\$

Bid Shall Include all Labor, Materials, & Profits

* Transfer Grand Total to Total Bid Price on the Bidder Summary Sheet (page 15).

BUSINESS ORGANIZATION:

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

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

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

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

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

_____ (Corporate Seal)
Business Name

_____ Signature _____ Print or type name

_____ Title _____ Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, _____, being first duly sworn certify
and say that I am _____
(insert "sole owner," "partner," "president," or other proper title)

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

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This _____ Day
of _____, 20__.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor 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 Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor'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 Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

NAME: _____

SIGNATURE: _____

WITNESS: _____

DATE: _____

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: _____
(Authorized Officer)

Subscribed and Sworn to
before me this _____ day
of _____, 20__

Notary Public

**VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

_____, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved 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.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that _____ is/are currently participating
(Name of employee/driver or "all employee drivers")
in a drug and alcohol testing program pursuant to the aforementioned rules.

___ 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or

___ 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: _____
Officer or Owner of Company named above

Subscribed and sworn to
Before me this _____
Day of _____, 20__.

Notary Public

APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, _____, having been first duly sworn depose
and state as follows:

I, _____, am the duly authorized
agent for _____, which has
submitted a bid to the Village of Orland Park for

_____ and I hereby certify
(Name of Project)

that _____
(Name of Company)

participates in apprenticeship and training programs approved and registered with
the United States Department of Labor Bureau of Apprenticeship and Training.

By: _____

Title: _____

Subscribed and Sworn to
Before me this _____
Day of _____, 20__

Notary Public

REFERENCES

(Please type)

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Bidder's Name: _____

Signature & Date: _____

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

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

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS _____ DAY OF _____, 20__

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – ADDITIONAL INFORMATION (EXHIBITS)

**VILLAGE OF ORLAND PARK
LOCAL VENDOR PURCHASING POLICY**

The Village of Orland Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village of Orland Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 - \$250,000	2.00%
\$250,000 - 1,000,000	1.50%
\$1,000,000 - 2,000,000	1.00%
Greater than \$2,000,000	Not Applicable

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Orland Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

**VILLAGE OF ORLAND PARK
SAMPLE CONTRACT**

This Contract is made this _____ day of _____, 201_ by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- The Contract
- The Terms and General Conditions pertaining to the Contract
- The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder
 - The Invitation to Bid
 - The Instructions to the Bidders
- The Bid Proposal as it is responsive to the VILLAGE's bid requirements
- All Certifications required by the VILLAGE
- Certificates of Insurance
- Performance and Payment Bonds required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Unit Prices (if any):

_____	_____
_____	_____
_____	_____

TOTAL: _____ No/100 (\$ _____) Dollars
(hereinafter referred to as the "CONTRACT SUM.") The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by _____, (hereinafter referred to as the "CONTRACT TIME.") Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or

employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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

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

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

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

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

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:

Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone:
Facsimile:
e-mail:

To the CONTRACTOR:

Telephone:
Facsimile:
e-mail:

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

FOR: THE CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Its: Village Manager

Its: _____

Date: _____

Date: _____

SAMPLE

**VILLAGE OF ORLAND PARK
CONSTRUCTION CONTRACT
TERMS AND GENERAL CONDITIONS**

Terms and General Conditions for the CONTRACT between the Village of Orland Park (the “VILLAGE”) and _____ (the “CONTRACTOR”) for Wolf Rd & 183rd St. Water Main Improvement (the “WORK”) dated **MONTH DAY, 20xx** (the “CONTRACT”).

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE’S RIGHTS AND DUTIES

- 1.1.1 Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR’S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3 The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4 The VILLAGE may, at the CONTRACTOR’S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5 If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE’S cost of the correction or cure from the amounts owed to the CONTRACTOR.

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.
- 1.2.2 The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3 CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4 CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5 The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6 The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.

1.2.7.1 This CONTRACT calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2 Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on

employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

- 1.2.8 CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The CONTRACT consists of the following documents and items:

- .1 Agreement between the parties
- .2 General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated Month Day, 20XX which includes
 - Instructions to the Bidders
 - Invitation to Bid
 - Specifications and Drawings, if any
- .5 Accepted Bid Proposal as it conforms to the bid requirements
- .6 Addenda, if any
- .7 Required Certificates of Insurance
- .8 Required Certifications and documents as may be required by other project funding agencies
- .9 Performance and Payment Bonds
- .10 Certification of Eligibility to Enter into Public Contracts
- .11 All Certifications required by the VILLAGE

ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.

3.3 Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a full and final release and waiver of all liens covering all of the WORK performed under the CONTRACT prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors and material suppliers have been paid in full and there are no contract balances outstanding and owed to any Subcontractor or material supplier.

3.4 All payments shall be made to CONTRACTOR by VILLAGE pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 4: TAXES

4.1 The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish CONTRACTOR with exemption numbers as required. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

ARTICLE 5: INSPECTION OF MATERIALS

5.1 The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material

ARTICLE 6: ASSIGNMENT

6.1 The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.

6.2 WORK not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their work.

6.3 The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.

6.4 The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be

performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1 All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.

7.2 The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

8.1 If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

8.2 Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or

may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.

8.3 All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

ARTICLE 9: DISPUTES AND VENUE

9.1 Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the Village Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.

9.2 Any legal action taken by either party shall be decided based upon and governed by the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are defined in Exhibit A, a copy of which is attached hereto and made a part hereof.

11.1.2 CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in

performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2 The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE and any other indemnified party. The VILLAGE or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONTRACTOR shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party in connection therewith.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by

the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

15.1 VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

SAMPLE

EXHIBIT A

Insurance Requirements

Worker's Compensation:

STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this CONTRACT. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors.

Employers Liability:

\$500,000 minimum liability

Comprehensive General Liability; including Bodily Injury and Property Damage:

\$1,000,000 Each Occurrence - Combined Single Limit

\$2,000,000 Aggregate - Completed Operations

\$2,000,000 Each Occurrence - Blanket Contractual Liability

.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

**SPECIAL PROVISION
FOR
VILLAGE OF ORLAND PARK WATER MAINS**

Description: This work shall consist of furnishing, installing, constructing, relocating or adjusting water mains, valves, fire hydrants, service connections and appurtenances of the required material and dimensions as shown on the plans in conformance with the applicable portions of the Standard Specifications for Water and Sewer Construction in Illinois, Sixth Edition, July 2009 and IDOT Standard Specifications For Road and Bridge Construction adopted January 1, 2007, Sections 561, 564, 565 and 602 as currently supplemented.

The Contractor shall provide all labor, material and equipment required to furnish and install water mains and appurtenances, and all other improvements shown on the plans as required to perform the work and as specified herein.

This work shall also be done according to the specifications, Special Provisions and to the requirements of construction permits of Illinois Environmental Protection Agency and Illinois Department of Transportation. The Engineer shall be responsible for obtaining the Illinois Environmental Protection Agency permit. The Contractor shall be responsible for obtaining the Illinois Department of Transportation permit and Permit Bond for work performed in State right-of-way.

The extent of water main work as shown shall include the following: Trench excavation, backfill and cleanup, pipe installation, valves and fittings, connecting to existing water main, cut offs and plugs if required, bedding, testing, shoring and bracing.

Specification references made herein for manufactured materials such as pipe, hydrants, valves and fittings may refer to designation of the (AWWA) American Water Works Association or of the (ANSI) American National Standards Institute.

Material Specifications and Details. All water distribution system elements shall conform to the following specifications:

1. **Water Main Pipe – Ductile Iron.**
 - a. Pipe class thickness - ANSI A21.50 (AWWA C150), minimum thickness, Class 52
 - b. Pipe - ANSI A21-51 (AWWA C151)
 - c. Pipe lining - ANSI A21.4 (AWWA C104)
 - d. Fittings - ANSI 21.10 (AWWA C110)
 - e. Joints - mechanical and push-on, ANSI A21.11 (AWWA C111)
 - f. Polyvinyl wrapping of all water mains is required unless soils are documented to be non-corrosive.
2. **Water Main Pipe – PVC.**
 - a. Pipe class thickness - Class 150 pipe conforming to the requirements of DR 18, as provided in Division IV of the Standard Specifications for Water and Sewer Main Construction in Illinois.

- b. Pipe - ANSI/AWWA C-900 Polyvinyl Chloride (PVC) Pressure Pipe
 - c. Fittings - ductile iron fittings and bolts shall conform to ANSI/AWWA C110
 - d. Joints - push on joints conform with ASTM F477
 - e. Tracer - A copper locator wire Gage No. 6 shall be buried with and attached to the PVC water main. The tracer wire shall be continuous without break between the inside of next in-line valve vault. Placement and attachment inside the valve vault shall be easily accessible without the necessity for a confined space entry into the valve vault
3. **Valves.**
- a. Twelve (12) inch and smaller - iron body, resilient wedge, non-rising stem gate valves, counter clockwise to open, AWWA C500.
 - b. Fourteen (14) inch and larger - iron body, rubber seat, butterfly valve, Class 150B, counter clockwise to open, AWWA C504
 - c. Joint end - mechanical, AWWA C111
4. **Fire Hydrants.**
- a. East Jordan Iron Works, Inc. Watermaster 5BR250 with brass liner, painted Safety yellow. AWWA C502.
 - b. Valve size, 5 1/4-inch, counter clockwise to open.
 - c. Nozzles, 2 at 2 1/2-inch, 1 at 4 1/2-inch, with threads conforming to National Standard Specifications.
 - d. Frangible section (breakaway type) with the break line flange located one (1) inch above finished grade.
 - e. Hydrant to be installed with MJ swivel Tee with swivel MJ Gland. 6" Auxiliary valve to be provided and flange attached to the fire hydrant.
 - f. Fire hydrants shall be placed as specified on the plans. All hydrants shall stand plumb, their nozzle pointing normal to the road. They shall conform to the established grade, with nozzles at twenty-four (24) inches above the finished ground. All hydrants shall include an auxiliary valve, valve box and valve box stabilizer supplied with the fire hydrant as specified above.
5. **Hydrant Valve Box**
- a. Tyler 664-S
 - b. Lid embossed with word "WATER"
6. **Corporation Stops.**
- a. Mueller H15000, 1-inch minimum, AWWA C800
7. **Concrete Thrust Restraints or Megalugs (or approved Equal).**
- a. Horizontal reactions - thrust restraints at all tees, plugged ends, hydrants, and bends between 11 1/4 degrees and 90 degrees shall conform to Exhibit No. WM-10.
 - b. Vertical reactions - the engineer shall submit individual designs for each location and comply with AWWA C600, Section 3.8.
 - c. Material - precast or poured Class X concrete.
 - d. Where undisturbed earth is not available or not likely to be available to back up pressure type concrete thrust blocks, the engineer shall specify tie rods with or without anchor type concrete thrust blocks and submit design data for such specifications. Care shall be taken when pouring concrete so that the mix will not interfere with access to joints or with hydrant drainage.

8. **Valve Vaults.**

- a. Precast reinforced concrete - ASTM C478 and ASTM C443.
- b. Size: For 6", 8", 10" and 12" diameter valves, valve vaults shall have a 48" inside diameter; for pressure connections and valves 16" and larger in diameter, valve vaults shall have a 60" inside diameter.
- c. Adjustment: No more than two (2) precast concrete adjusting rings with six (6) inch maximum height adjustment shall be allowed.

9. **Castings.**

- a. Manhole frame and cover - East Jordan Iron Works, Inc. 1022Z2 and 1020A HD with embossed lettering: WATER and VILLAGE OF ORLAND PARK with a lid design as denoted on details.
- b. Manhole steps, East Jordan Iron Works, Inc. #8518. 406.

10. **Crushed Granular Bedding.**

- a. Crushed gravel or crushed stone course aggregate -ASTM C33, Size No. 67.

11. **Casing Pipes.**

- a. Steel pipe - ASTM A120, 0.375" minimum thickness.
- b. PVC pipe - Polyvinyl Chloride (PVC) Pipe – SDR 26
- c. Steel pipe casing spacers, stainless steel, Cascade Waterworks Mfg. (or approved equal)
- d. Casing end caps by casing spacer manufacturer, or approved equal, shall be installed on the casing and connected to internal pipe per manufactures directions as part of the casing item

Installation Requirements: The contractor shall stage all water main work to correspond with the approved IDOT roadway schedule. Any extra work required due to water main installation being done prior to or after roadway work schedule will not be paid for by the Village of Orland Park or by IDOT and shall be paid for by the contractor. The Contractor shall provide any temporary main plugs or caps where required for phasing of water main installations to correspond to the road improvement staging, and any necessary for pressure testing and disinfecting any sections. During water main installation, to make a closure between two pipe ends, or between pipe end fittings, or between pipe end and valve, short lengths shall be used with proper connections or couplings. Repair sleeves shall not be used to make closures during new construction. All connections to the Village water distribution system shall be made under short shutdowns (1 hr maximum) unless otherwise approved by the Engineer. This work shall not be measured or paid for separately, but shall be part of the unit price for water main of the size requiring the plug/cap and staged installation.

Horizontal Separation: Water main shall be laid at least ten (10) feet horizontally from any existing or proposed storm or sanitary sewer line. Should local conditions prevail which would prevent a lateral separation of ten (10) feet, a water main may be laid closer than ten (10) feet to a storm or sanitary sewer provided the main is laid in a separate trench or on an undisturbed earth shelf located to one side of the sewer and at such an elevation that the bottom of the water main is a least eighteen (18) inches above the top of the sewer. In such cases, water main shall be laid with as much horizontal clearance for sewer as possible. If it is impossible to obtain proper horizontal and vertical separation as stipulated above, both the water main and the length of sewer between adjacent manholes shall be constructed of push-on or mechanical-joint ductile iron pipe,

or pre-stressed concrete pipe and shall be pressure-tested to assure water tightness before backfilling.

Vertical Separation: When a water main must cross storm drains or sanitary sewers, the water main shall be laid at such an elevation that the bottom of the water main is eighteen (18) inches above the top of the drain or sewer. This vertical separation shall be maintained for that portion of the water main located within ten (10) feet, horizontally, of any sewer or drain crossed. Said ten (10) feet is to be measured at the normal distance from the water main to the drain or sewer. Where conditions exist that the minimum vertical separation set forth above cannot be maintained, or it is necessary for the water main to pass under a sewer or drain, the water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend on each side of the crossing until the normal distance from the water main to the sewer or drain line is at least ten (10) feet, or the involved sewer or drain shall be constructed from manhole to manhole with "O" ring pipe conforming to ASTM 361 or other pipe material which would conform to water main standards.

Trench Excavation: The trench for the pipe shall be excavated as indicated in the detail for the trench as shown on the plans. The trench bottom shall be flat and shall provide full bearing of the length of the pipe. Bell holes of sufficient depth shall be provided across the bottom of the trench to accommodate the bell of the pipe, to provide sufficient room for joint making and to insure uniform bearing for the pipe.

Where a firm foundation is not found to exist for the bottom of the trench at the required depth due to soft, spongy or other unsuitable soil, such unsuitable soil shall be removed for the full width of the trench or tunnel and replaced with well compacted unwashed gravel or an equal substitute, or crushed stone if such compacted material proves unsatisfactory. Where rock in either ledge or boulder formation is encountered, it shall be removed below grade and replaced with a well-compacted cushion of unwashed gravel having a thickness under the pipe of not less than eight (8) inches. This extra work, if approved by the engineer, will be paid for per Article 109.04 of the IDOT Std. Specs. All trench excavation costs shall be considered incidental to the unit prices of the contract item involved.

Trench Protection: Sheet piling and bracing or trench boxes shall be used in the excavation area as may be necessary for the safety of the work and the public, for the protection of the workmen and to prevent damage to adjacent properties. Trench protection shall not be removed until the workers are no longer in the trench and enough backfill has been placed and thoroughly compacted to provide the necessary trench sidewall support. Trench Protection shall not be measured for separate payment but shall be considered incidental to the item requiring the trench.

Laying Water Main: The contractor shall keep the trench free from water while the water main is being placed and until the pipe joint has been sealed to the satisfaction of the Engineer. Adequate provision shall be made for the safety, storage and protection of all water pipe prior to actual installation in the trench. Care shall be taken to prevent damage to the pipe castings, both inside and out. Provisions shall be made to keep the inside of the pipe clean throughout its storage period and to keep mud and/or other debris from being deposited therein. All pipe shall be thoroughly cleaned on the inside before laying of the pipe. Proper equipment shall be used for the safe handling, conveying and laying of the pipe. All pipe shall be carefully lowered into the trench, piece by piece, by suitable tools or equipment, in such manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench. In making joints, all

portions of the joining materials and the socket and spigot ends of the joining pipe shall be wiped clean of all foreign materials. The actual assembly of the jointing shall be in accordance with the manufacturer's installation instructions and/or as directed by the Engineer. During construction, until jointing operations are complete, the open ends of all pipes shall be at all times protected and sealed with temporary watertight plugs. Thrust blocks shall be used to prevent movement at all bends, tees, caps, valves and hydrants. Thrust blocks and Megalugs costs will not be measured for separate payment but shall be considered incidental to the item requiring the thrust block or Megalug.

Pipe Cutting: The cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to cement lining and so as to leave a smooth end at right angles to the axis of the pipe. The flame cutting of pipe by means of an oxyacetylene torch shall not be allowed. The cost of pipe cutting shall be considered incidental to the cost of the contract item requiring pipe cutting.

Trench Backfilling: Backfilling of the trench shall be accomplished by careful placement of granular material in compliance with the plans and the IDOT Standard Specifications for Trench Backfill. Trench backfill shall be used under and within 2' of all proposed and existing pavement. The cost of trench backfill shall be considered incidental to the cost of the contract item requiring the trench backfill.

Dewatering: Where water is encountered in the trench, it shall be removed during pipe-laying and jointing operations. Trench water shall not be allowed to enter the pipe at any time. This work will not be paid for separately but shall be considered incidental to the contract.

Pressure Test: As part of the construction, the water mains shall be pressure tested in accordance with this Section. All newly laid pipe shall be subjected to a hydrostatic pressure of one hundred fifty (150) pounds per square inch. Duration of each pressure test shall be for a period of not less than two (2) hours. Each valved section of pipe shall be filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe. Before applying the specified test pressure, all air shall be expelled from the pipe. All leaks shall be repaired until tight. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced and the test repeated until satisfactory results are obtained.

All testing shall be done before the installation of service lines. Suitable means shall be provided for determining the quantity of water lost by leakage under the specified test pressure. Allowable leakage shall not be greater than that computed as follows:

$$L = \frac{(N)(D)(P)}{7400}$$

- L = Allowable leakage in gallons per hour
- N = number of joints in length of pipeline tested
- D = Nominal diameter of the pipe in inches
- P = Average test pressure during leakage test in pounds per square inch gauge.

Leakage is defined as the quantity of water required to be supplied to the newly laid pipe necessary to maintain the specified leakage test pressure. This work will not be paid for separately but shall be considered incidental to the contract.

Preliminary Flushing: Prior to disinfection, the main shall be flushed as thoroughly as possible with the water pressure and outlets available. Flushing shall be done after the pressure test is made. Because such flushing removes only the lighter solids, it cannot be relied upon to remove heavy material allowed to get into the main during laying. If no hydrant is installed at the end of the main, a tap should be provided large enough to affect a velocity in the main of at least two and one-half (2 1/2) feet per second. This work will not be paid for separately but shall be considered incidental to the contract.

Disinfection: The preferred point of application of the chlorinating agent shall be at the beginning of the pipeline extension or any valved section of it and through a corporation stop in the top of the newly laid pipe. The injector for delivering the chlorine-gas into the pipe should be supplied from a tap on the pressure side of the gate valve controlling the flow into the pipeline extension.

Water from the existing distribution system or other source of supply shall be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine-gas. The rate of chlorine mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall be at least fifty (50) ppm, or enough to meet the requirements during the retention period. This may require as much as one hundred (100) ppm of chlorine in the water left in the line after chlorination.

Valves shall be manipulated so that the strong chlorine solution in the line being treated shall not flow back into the line supplying the water. Treated water shall be retained in the pipe long enough to destroy all spore-forming bacteria. This retention period shall be at least twenty-four (24) hours. After the chlorine-treated water has been retained for the required time, the chlorine residual at the pipe extremities and at other representative points should be at least 10 pm.

In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent. All water mains shall be disinfected and tested according to the requirements of the "Standards for Disinfecting Water Mains," AWWA C601, and as required by this Section. All disinfection, as required by this Section, shall be performed by an independent firm exhibiting experience in the methods and techniques of this operation, and shall be approved by the Engineer. This work will not be paid for separately but shall be considered incidental to the contract.

Final Flushing and Testing: Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipeline at its extremities until the replacement water, throughout its length shall, upon test, be approved as safe water by the Engineer. This quality of water delivered by the new main should continue for a period of at least two (2) full days as demonstrated by laboratory examination of samples taken from a tap located and installed in such a way as to prevent outside contamination. Samples should never be taken from an unsterilized hose or from a fire hydrant because such samples seldom meet current bacteriological standards.

After disinfecting and flushing, a minimum of two (2) water samples shall be collected by the contractor on two successive days, with notice given, so that the collection may be witnessed by the Engineer. Bacteriological sampling and analysis of the samples shall be performed by a laboratory approved by the Illinois Department of Public Health and the Engineer. Should the initial treatment result in an unsatisfactory bacterial test, the procedure shall be repeated until satisfactory results are obtained. The contractor or developer shall pay for the sampling and analysis. Results of the analysis shall be

transmitted by the laboratory directly to the Engineer. Test results shall indicate the date the sample was collected, the date the analysis was made, the exact locations at which samples were taken, the firm submitting the sample, and the project at which the samples were collected. Sufficient samples shall be collected in order to insure that the system is bacteriologically safe. This work will not be paid for separately but shall be considered incidental to the contract.

Acceptance of Water Supply: Once the water supply system has been completed according to the specifications set forth in this Section, the Engineer shall, upon the request of the Contractor, inspect the system and prepare a list of items for repair (punch list). The list shall be given or sent to the Contractor and when repairs have been made, the Engineer shall accept the system for operational use only. During the time after the acceptance by the Village for maintenance, the Contractor shall be responsible for any delinquencies incurred within the system, including but not limited to water main leaks, adjustment to manhole frames and bent curb boxes. Upon completion of the surface restoration, the Engineer will re-inspect the water supply system for any delinquencies which may have occurred and prepare a list of items for repair. The list shall be given or sent to the Contractor and when the repairs have been made to the satisfaction of the Engineer, the Village shall inspect and accept the water main system. All construction shall meet the requirements and acceptance by the Illinois Environmental Protection Agency prior to the acceptance by the Village Director of Engineering.

REMOVE AND REPLACE TOPSOIL and SEEDING: The contractor shall, where water improvement work is required in areas beyond the roadway improvement limits, strip 6” of existing topsoil and stockpile the removed topsoil adjacent to the work area as needed to install the water main. Immediately after the water main installation and trench backfill work is complete, the CONTRACTOR shall replace the topsoil, prepare the topsoil, per IDOT Standard specs, as a seed bed for the total width of the disturbed area and furnish and plant the seed specified over all disturbed areas and place erosion control blanket. No area shall have stockpiled topsoil for longer than 2 weeks without the installation of temporary erosion control measures. See Erosion and Sedimentation Control Plans for details.

The class of seeding shall consist of the following seeds and at the following application rate in pounds per acre:

Table 1 – COVER CROP Seed Mix

Item	Scientific Name	Common Name	Seeding Rate (lbs/ac)
1	<i>Avena sativa</i>	Seed oats	32.00
2	<i>Lolium multiflorum</i>	Annual rye	10.00
		TOTAL:	42.00

EROSION AND SEDIMENTATION CONTROL: The plans for the water system improvement include an Erosion and Sedimentation Control plan sheet as a Storm Water Pollution Prevention Plan (SWPPP) that has been reviewed by the local agency or agencies having jurisdiction over water pollution control. The most likely main source of water pollution during a construction project is soil erosion and sedimentation due to rain run-off. The soil erosion and sedimentation control shown on the SWPPP and as may be needed includes silt fence, inlet protection and any additional Best Management

Practice (BMP) shown or directed by the Engineer and/or governing agency. All project work required for the control of sedimentation and erosion during the construction, including sedimentation barriers, ditch checks, construction entrances, street cleaning, temporary seeding/mulching, etc., whether specifically indicated in the work and SWPPP drawings or not, shall be provided during the course of the work as necessary, or as directed by authorities. The Contractor must follow all statutes for Stormwater Pollution Prevention and shall use all BMPs necessary to remain in compliance with all regulations during the course of, and upon completion of, this project. All costs of the above identified and needed work will be considered as part of the item lump sum cost bid for EROSION AND SEDIMENTATION CONTROL.

Measurement and Basis of Payment: The items of work described in the Village of Orland Park Specifications shall be measured and paid for at the contract unit prices as specified in IDOT Standard Specifications Sections 561, 562, 563, 564, 565 and 602, which prices shall include payment in full for all work and incidentals required to complete the work as specified.

DUCTILE IRON WATER MAIN, of the size specified, per foot.

POLYVINYL CHLORINE WATER MAIN of the size specified, per foot.

VALVE AND VAULT, of the size specified, per each.

FIRE HYDRANT, per each, which includes the auxiliary valve, valve box, valve box stabilizer, necessary 6" ductile Iron pipe from main to valve and main tee fitting for hydrant connection.

DUCTILE IRON BEND, of the type and size specified, per each.

DUCTILE IRON TEE, of the sizes specified, per each. (Excluding tees included as part of Fire Hydrant price).

STEEL CASING, of the size specified, per foot, as shown on the drawings, which shall include all labor and materials necessary for the installation of the pipe within the casing, which is paid for separately. This work shall also include all casing spacers & filling of annular spacing per the plan detail.

EPOXY COATED FITTING, of the size specified, per each, which shall include stainless steel nuts and bolts.

PVC CASING, of the size specified, per foot, as shown on the drawings, which shall include all labor and materials necessary for the installation of the pipe within the casing, which is paid for separately. This work shall also include all casing spacers per the plan detail.

REMOVE AND REPLACE TOPSOIL, lump sum.

SEEDING, COVER CROP including blanket, lump sum.

EROSION AND SEDIMENTATION CONTROL, lump sum.



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

BUREAU OF DESIGN-UTILITIES

Reference No.: 016-52116

Route: Wolf Road

Location: at 183rd St./Orland Parkway

Description: Install 12 & 16 inch ductile iron water main and 20 inch PVC water main by trench and backfill. Encased at crossings.

County: Cook

April 27, 2011

Mr. Edward Wilmes
Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462

Dear Mr. Wilmes:

The following items must be completed and returned to our office before the referenced file can be processed.

- Utility Permit Forms (Pages 1&2) require execution [four (4) copies].
- Individual Utility Permit Bond Forms [four (4) copies] require execution by the contractor. Amount of Bond \$40,000.
- Submit digital pictures on a disk of the project showing all Right-of-Way that will be affected and referenced to the projects stationing. All photos must be on file with the Department before any permit is processed.

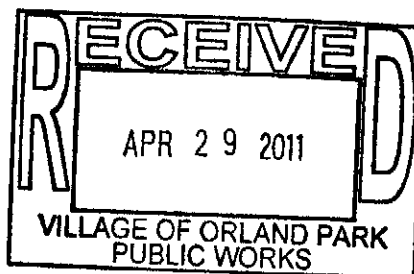
If you have any questions or need additional information, please contact our Area Utility Coordinator, Mr. Frank Zurek, at (847)705-4257.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

By: *Jose A. Dominguez*
Jose A. Dominguez, P.E.
Project Support Engineer

Enclosure





Public Improvement Yes No

IDOT Permit No. _____

Utility Reference No. _____

I (We) Village of Orland Park , 14700 S. Ravinia Ave.
Name of Applicant Mailing Address

Orland Park , Illinois, 60462 , hereinafter termed the Permittee,
City State & Zip

request permission and authority to occupy, and to do certain work herein described on, the right-of-way of the State highway known as Wolf Road , Section _____ at At 183rd St. to _____ in Cook County. The work is described in detail below and/or on the attached sketch or plans.

Install approximately 200 feet of 12 or 16 inch ductile iron water main and 210 feet of 20 inch PVC water main by trench and backfill. Encased in PVC at the 183rd St. crossing and DI pipe at the Wolf Road crossing. See attached plans.

This permit covers the operation and presence of specified equipment, material or facility on the right-of-way that may be related to the authorized work. **A copy must be present when crews or equipment occupy highway right-of way. Failure to comply is cause to stop all construction.**

This permit is subject to conditions and restrictions of Part 530 of Title 92 of the Illinois Administrative Code, Accommodation of Utilities on Right-of-Way of the Illinois State Highway System. **The removal, relocation or modification of facilities permitted to occupy the right-of-way is governed by Section 9-113 of the Illinois Highway Code, as amended by Public Act 92-0470. The Permittee agrees to comply with the requirements of these laws and with all terms and conditions established by this permit. This permit is subject to revocation by the Department on violation of the terms and conditions governing its use.**

Should you have any questions concerning this Utility Permit, please contact our Region One Utility Coordinator, Mr. Steve Rosato at (847) 705-4258; Fax # (847) 705-4597.

Signature of Agent for Permittee Date

Name of Permittee (Print or Type)

Mailing Address

City State Zip

The work authorized by this permit shall be completed within _____ days (by July 17, 2011) after the date of approval by Department otherwise the permit will be considered null and void.

Public Improvement Projects only: The anticipated letting date is _____

This permit allowing occupancy and work on state right-of-way is approved. **The Utility Coordination Council established by the Department in the area covered by this permit is Region One**.

Deputy Director of Highways, Region One Engineer

Date

This permit is subject to the conditions and restrictions established in accordance with the Illinois Highway Code and Part 530 of Title 92 of the Illinois Administrative Code including but not limited to the following:

- (1) The applicant represents all parties in interest and shall furnish material, do all work, pay all costs and shall in a reasonable length of time restore the damaged portions of the highway to a condition similar or equal to that existing before the commencement of the described work, including any landscape restoration necessary. (See Section 530.250 of Title 92).
- (2) The proposed work shall be located and construction to the satisfaction of the District Engineer or his duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the District Engineer or his duly authorized representative (See Section 530.200 of Title 92). In certain circumstances the Department may require that the construction plans and/or the as-built documents be sealed by an Illinois Registered Professional Engineer. Typical of such projects would be petroleum or gas pipelines.
- (3) The applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the applicant. (See Section 530.240 of Title 92).
- (4) The applicant must ascertain the presence of Highway Authority Agreements established in accordance with 35 Ill. Admin. Code Section 742.1020 in the path of its proposed installation and take precautions to protect its workers, human health and the environment in those areas. (See Section 530.240 of Title 92). Where contamination is encountered through excavation in the ROW, it should be managed offsite and IDOT's generator number for the appropriate county may be used.
- (5) The applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the District Engineer or his duly authorized representative. (See Section 530.600 of Title 92).
- (6) The facilities authorized to occupy the right-of-way by this permit are subject to removal, relocation or modification by the permittee at no expense to the State on notice given by the Department in accordance with Section 9-113 of the Illinois Highway Code, as amended. Participation by the permittee in the UTILITY Coordination Council identified on page one of this permit is required as a condition of this permit. Permittee shall cooperate with the Department with the scheduling of any removal, relocation or modification deemed necessary for highway or highway safety purposes, and, if Utility Coordination Council participation is required by this permit, with the activities of the council identified on the first page of this permit. (See Section 9-113 of the Illinois Highway Code.) Use of and compliance with current IDOT Traffic Control Standards will be required.
- (7) If the applicant and the District cannot agree either on whether the permit should be issued or on what conditions would be appropriate, the applicant may, within 30 days of the issuance of written notice of the District's position, appeal the District's determination to the Chief of the Department's Central Bureau of Operations. (See Section 530.900 of Title 92).
- (8) The permittee agrees to fully comply with the following legal obligations in advance of entering and while upon any Right-of-way within the Illinois State Highway System.
 - a) Only a permit issued by the Department under this Part will satisfy the "written consent" requirement of Section 9-113 of the Illinois Highway Code (the Code).
 - b) A permit from the Department grants a license only to undertake certain activities in accordance with this Part on a State right-of-way, and does not create a property right or grant authority to the permittee to impinge on the rights of others who may have an interest in the right-of-way. Such others might include an owner of an underlying fee simple interest if the right-of-way is owned as an easement or dedication of right of way, an owner of an easement, or another permittee.
 - c) It shall be the responsibility of the permittee to ascertain the presence and location of existing above-ground or underground facilities on the highway right-of-way to be occupied by their proposed facilities. The Department will make its permit records available to a permittee for the purpose of identifying possible facilities. When notified of an excavation or when requested by the Department, a permittee shall locate, physically mark, and indicate the depth of its underground facilities within 48 hours excluding weekends and holidays.
 - d) The permittee shall avoid conflicts with any existing underground or above-ground facilities on or near the highway right-of-way. Both the Department and J.U.L.I.E. are to be contacted for assistance during the application process.
 - e) The permittee shall comply with all other applicable laws relating to the placement of utility lines.
 - f) The issuance of a utility permit by the Department does not excuse the permittee from complying with any existing statutes, local regulations or requirements of other Department (e.g., oversized and overweight vehicles) or the requirements of other State agencies including, but not limited to, the following:

Illinois Commerce Commission, Illinois Department of Agriculture
 Illinois Department of Natural Resources, Illinois Department of Mines and Minerals
 Illinois Environmental Protection Agency, Illinois Historic Preservation Agency

- g) Rights of abutting and underlying property owners are protected by common law and Sections 9-113 and 9-12T of the Code. The permittee will address these rights prior to initiating activities on State right-of-way. The Department will not be a party in any negotiations between the utility and abutting property owners.
- h) In no case shall the permit give or be construed to give an entity any easement, leasehold or other property interest of any kind in, upon, under, above or along the State highway right-of-way.
- i) Each person responsible for a utility, in place on the effective date of this Part, on a State highway right-of-way shall notify the Department in writing, if that facility does not comply with this Part. The Department shall treat such a notice as a request for a variance under Section 530.130. Until informed that a variance will not be granted, a person responsible for a pre-existing utility will not be in violation of this Part. The failure to provide such notice constitutes a violation of this Part and of the utility accommodation permit (if any) and would justify the imposition of the sanctions set forth in Section 530.810.

Work to be coordinated with Department Representatives:

IDOT Resident Engineer (Public Improvements)		Phone	()
Alsip Yard		Phone	(708)448-0050
IDOT Maintenance Yard		Phone	()

Utility Contact Person: _____ Phone _____

Work to be done by:

Contractor: _____
 Daytime Phone: () _____ Emergency Phone: () _____

Traffic control operation:

Number of lane closures: 2 Time of closures: 9:00 AM to 3:00 PM

Revised 06.17.05

UTILITY PERMIT CONTINUED # _____

Contractor

Applicant

This permit is issued only with the express understanding that the Applicant has satisfied all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies.

The subject installation and appurtenant structures thereto shall adhere in every detail to the marked and approved plan or record identified as EXHIBIT "A" and revisions, attached hereto and made a part thereof.

Any sidewalk or driveways damaged by this work is to be replaced within the timeframe of the permit. A temporary walk or driveway must be provided and maintained during the construction period. The existing drainage of the highway must be preserved. All manhole frames and covers shall be set flush with existing ground. Right of way shall be satisfactorily restored. This includes replacement of culverts and the proper grading of ditches. All landscaping removed or damaged shall be replaced in kind.

The latest edition of the State Standard Specifications for Road and Bridge Construction, and amendments thereto, as they relate to the construction practice and quality workmanship and materials, shall apply to this work except when modified by conditions, restrictions, and special provisions outlined in the attached Permit Specifications.

A properly executed bond has been submitted by the Contractor to insure fulfillment of the obligations assumed under this permit.

The applicant shall assume all liability for interference with existing utilities in, along or upon said highway. Utility companies to be notified before construction commences.

A satisfactorily executed resolution has been submitted by the municipality, where applicable.

It is a condition of this permission that a copy of this permit be on the project site during all work. Failure to comply is cause to stop all construction.

SIGNATURES:

Contractor

Applicant

S:\Mgr2\Gen\WP\UTILITIE\mspage2.doc



Bond No. _____

We _____,
(Mailing Address)

as Permittee, and _____, as Surety, do hereby guarantee performance

of the work described in the Illinois Department of Transportation Utility Permit number _____ which grants permission and authority to perform that work upon or adjacent to Wolf Road at 183rd St./Orland Parkway, in Cook and Will Counties in accordance with the terms and description in the permit and sketch and with Part 530 of Title 92 of the Illinois Administrative Code, Accommodation of Utilities on Right-of-Way of the Illinois State Highway System.

If the Permittee performs the work in accordance with the terms and conditions of and description in the permit and sketch and with Part 530 of Title 92 of the Illinois Administrative Code, Accommodation of Utilities on Right-of-Way of the Illinois State Highway System, no claim or demand will be made against this bond's monetary obligation. Otherwise, the Surety is liable to the Department for all expenses incurred in any action in which it prevails against the Permittee or Surety.

Surety's monetary responsibility under this bond is limited to \$40,000 and shall also be the responsibility of its successors and assigns for five years.

Surety shall provide written notice to the Illinois Secretary of Transportation at least 30 days prior to the inability (due to dissolution or otherwise) of Surety to fulfill its commitments under this bond. Permittee and Surety have a joint and severable responsibility to replace Surety within the 30 day period with another Surety acceptable to the department.

By our signatures below, we commit ourselves to the terms and the conditions of this bond:

Signature of Agent for Surety

Signature of Agent for Permittee

Name of Surety (Print or Type)

Name of Permittee (Print or Type)

Mailing Address

Mailing Address

City State Zip

City State Zip

() _____
Telephone Number Date

() _____
Telephone Number Date

Matthew Buerger

From: Mike_Musial@URSCorp.com
Sent: Wednesday, May 04, 2011 9:34 AM
To: Matthew Buerger
Cc: Tim Werner; John_Leethem@URSCorp.com; Nathan_Hautala@URSCorp.com
Subject: Re: Wolf Road & 183rd Street Watermain - Unocal crossing approval
Attachments: 2-General Notes.pdf; 3-Plan & Profile.pdf; 4-Plan & Profile.pdf; 1-Cover Plan.pdf

Matt,

Thank you for emailing the affected sheets. As sheet 4 of 11 indicates that the water main is designed to allow for a minimum 2-foot clearance from the Unocal Pipeline Company (UPC) pipeline, the water main design will not conflict with the UPC pipeline.

We will respond to the JULIE ticket when issued by your contractor and will need to be onsite during construction in the vicinity of the UPC pipeline to perform watch and protect activities.

Thanks again for designing around the potential conflict.

Mike

Michael E. Musial
Director, Energy Services
URS Corporation

100 South Wacker Drive - Suite 500
Chicago, IL 60606
Direct: (312) 697-7221
Mobile: (708) 860-2920
Fax: (312) 939-4198

This e-mail and any attachments contain URS Corporation confidential information that may be proprietary or privileged. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

"Matthew Buerger" <mbuerger@Maiengr.com>

05/03/2011 03:17 PM

To <Mike_Musial@URSCorp.com>

cc "Tim Werner" <twerner@Maiengr.com>

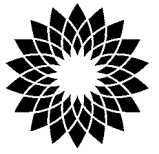
Subject Wolf Road & 183rd Street Watermain - Unocal crossing approval

Mike,

I attached the first 4 sheets of the plan set for your review. Please let me know if the plans to cross are acceptable. The remaining sheets are erosion control and maintenance of traffic plans. If you would like those sheets please let me know. I will be out of the office until Monday May 9th. If you have any questions before then please feel free to contact Tim Werner (708) 226-9261 in our office.

Thanks,

Matt Buerger
(708)-226-9261



BP PIPELINES (NORTH AMERICA) INC. GENERAL CONSTRUCTION REQUIREMENTS

ROW File Reference:

BP Pipelines (North America) Inc. (hereinafter referred to as "BP") is committed to environmental stewardship and maintaining the safety of its employees, contractors and the general public. The pipelines BP operates transport various liquids and gasses at high pressure, and do so very safely each and every day. There are, however, potential hazards associated with construction or excavation work around pipelines. As a result of these potential hazards, and in compliance with the requirements imposed upon BP as an industry regulated by the U.S. Department of Transportation and Office of Pipeline Safety, the following list of general requirements for working on pipeline rights-of-way has been compiled.

General Safety Requirements

- **Illinois One-Call (JULIE) at 1-800-892-0123 or 811 must be contacted at least 48 hours (2 working days)* before any construction and/or excavation activities are initiated within the pipeline right of way so that BP may have a representative present to ensure that there are no conflicts with the pipeline. (There is no cost to the third party contractor to use the One-Call Notification service. However, failure to utilize the One-Call service can be quite costly in terms of unnecessary risk for the contractor/excavator, their employees, innocent bystanders, personal property of others and the environment; as well as potential civil penalties and/or fines.)**
- **To have the pipeline physically located and depth verified, please contact BP's local field representative Micheal Davis (708) 217-0086.**
- **It is the responsibility of the contractor to have the pipeline location added to the construction drawings.**
- **The contractor is responsible for taking all necessary safety precautions and will be held responsible for any damages caused to the pipeline or property as a result of their work.**

**** Michigan and Tennessee require 72 hours (3 working days) prior notice***

Excavation Specific Requirements

- No excavation or construction activity will be permitted in the vicinity of a pipeline until all appropriate communications have been made with BP's field operations and control center personnel.
- There shall be no excavation or backfilling within the pipeline right-of-way for any reason without a representative of BP on site giving permission.
- In some instances, excavation and other construction activities around certain pipelines can be conducted safely only when the pipeline operating pressure has been reduced. Contractors are therefore cautioned that excavation which exposes or significantly reduces the cover over a pipeline may have to be delayed until the reduced operating pressures are achieved.

General Construction Activities

- The contractor shall not be permitted to transport construction materials or equipment longitudinally over the pipeline.
- Where it is necessary for construction equipment (i.e. tractors, backhoes, dump trucks etc.) or equipment transporting construction materials to cross the pipeline to gain access to the job site, a crossing shall be constructed at a 90 degree angle to the pipeline and shall consist of a ramp constructed of stone, which shall provide a minimum of seven feet (7') total cover over the pipeline. The ramps shall extend a minimum of ten feet (10') on either side of the pipeline and shall be approved by BP prior to use. Other means of temporary crossing to protect the pipeline may be considered by BP after evaluation and approval by BP engineering.
- No track type construction equipment shall be permitted to pivot or turn directly over top of the pipeline.
- A scraper or pan type tractor shall not be used for removal of soil within ten feet (10') of the centerline of the pipeline. Rubber tire or small track type equipment is an acceptable alternative.
- A sheepsfoot roller shall not be used for compaction purposes within five feet (5') or directly above the centerline of the pipeline.
- No vibratory rollers shall be used within three feet (3') of the centerline of the pipeline until the compacted cover over the pipeline has reached a depth of three and one-half feet (3 ½').

Parking Lots, Roads, Driveways, Fences and Structures

- No permanent structures may be constructed on the pipeline right of way
- No roads or fences shall run parallel to the pipeline within the pipeline right-of-way. Roads and fences shall cross the pipeline right-of-way at, or as near to, a 90° angle as is feasible. In no instance shall the angle of the crossing be less than 45°.
- There shall be a minimum vertical separation of two feet (2') between the pipeline and any underground structure.
- A minimum of five and one half feet (5.5') of cover is required for all road crossings, and three feet (3') for residential driveways; however, a stress factor calculation will be performed by BP to determine the actual amount of cover required depending on soil conditions and other circumstances.
- Proposals for parking lot construction on the pipeline right of way are discouraged. Asphalt paving may be permitted as an exception under certain conditions with an agreement executed by the property owner and BP. The agreement grants BP the right to excavate within the pavement area for any pipeline maintenance that may be necessary in the future and acknowledges the property owner as the party responsible for the expense of pavement replacement. If a parking lot is permitted by BP, a minimum of four feet (4') of cover will be required. However, BP will evaluate each proposal on an individual basis, and may impose additional requirements.
- A minimum of four feet (4') of cover is required for all drainage ditches.
- No structures (such as manholes or catch basins) shall be located over the pipeline. A minimum horizontal clearance of five feet (5') is required between the structure and the pipeline.
- Concrete pavement is discouraged; and in most instances, will not be allowed.

Landscape and Vegetation

- No trees are allowed on the pipeline right-of-way. BP may permit the installation of limited landscaping and minor shrubbery plantings with a verbal communication. For a major development, landscaping plans must first be submitted in writing to BP for review and approval. Any plantings that restrict efficient aerial inspection or limit access to the easement area will be considered an interference and must be addressed accordingly.

Foreign Line or Utility Crossings

- All foreign lines shall cross the pipeline right-of-way at, or as near to, a 90° angle as is feasible. In no instance shall the angle of the crossing be less than 45°.
- In no instance shall the foreign line be placed parallel to the pipeline within the pipeline right of way.
- The foreign line shall cross under the pipeline with at least two feet (2') of vertical separation unless the pipeline is at a prohibitive depth. If the pipeline is at a prohibitive depth, BP personnel will review and evaluate the proposed crossing location to determine if it will be feasible to allow the foreign line to cross above the pipeline.
- If the foreign line is a telecommunications cable, power cable, or similar in nature, the foreign line shall be placed in a Schedule 40 PVC conduit, or greater, for a linear distance extending ten feet (10') on either side of the centerline of the pipeline. The entire length of carrier pipe shall either be encased in concrete, or shall have a concrete cap placed on top of it.
- If the foreign line is a metallic pipeline, or similar in nature, the foreign line shall be coated with a suitable coating for a distance of at least fifty feet (50') on either side of the centerline of the pipeline. The foreign line owner, operator, or their contractor, shall install cathodic protection bonds and potential test leads to the foreign line at the crossing location and terminate the leads at an above ground location as identified by BP's on-site representative. BP will install the test leads on BP's pipeline.
- Below-ground precautionary flagging (warning tape) shall be placed in the ditch line above the foreign line. The warning tape shall be placed approximately one foot (1') below the final surface grade/elevation. The warning tape shall extend for a linear distance of ten feet (10') on either side of the centerline of the pipeline.

If, in the exercise of the pipeline easement rights, any "Permitted Facility" is damaged, disturbed or otherwise interfered with, BP and/or the pipeline easement owner shall be held harmless from and against any and all claims of whatsoever kind and nature which might be associated with or derived from such damage, disturbance or interference.

The above comments and stipulations are submitted as general construction requirements to avoid conflict with existing easement rights. BP reserves the right to impose further stipulations or requirements specific to each individual easement or situation.