

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
Request for Proposal

HYDRANT FLOW TESTING FOR MAIN CAPACITY

The Village of Orland Park, Illinois will receive sealed proposals until 11:00 A.M. on the 18th day of January, 2013, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Hydrant Flow Testing for Main Capacity. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

The 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No proposal shall be withdrawn after the receipt of the proposal without the consent of the Village for a period of sixty (60) days after the scheduled time of receipt.

The President and Board of Trustees reserves the right to reject any and all proposals or parts thereof and to waive any informalities, technicalities and irregularities in the proposal process and to disregard all non-conforming or conditional proposals.

The successful proposer 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.

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

REQUEST FOR PROPOSALS

HYDRANT FLOW TESTING FOR MAIN CAPACITY

ISSUED

Friday, January 4, 2013

PROPOSALS DUE

Friday, January 18, 2013
11:00 A.M.

**VILLAGE OF ORLAND PARK, ILLINOIS
HYDRANT FLOW TESTING FOR MAIN CAPACITY
REQUEST FOR PROPOSALS**

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**VILLAGE OF ORLAND PARK, ILLILNOIS
HYDRANT FLOW TESTING FOR MAIN CAPACITY
REQUEST FOR PROPOSALS**

I. INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park is requesting proposals from interested parties for flow testing of fire hydrants within the Village of Orland Park to determine main capacity for approximately four thousand (4,000) fire hydrants over a three (3) year period. The qualified firm will be required to complete flow testing to determine the current availability of water supply in all areas of the Village's water distribution system for fire suppression. The information derived from these tests shall be recorded and maintained in a web based database program. Proposals must include a list of services, equipment and goods to be provided in accordance with the following requirements.

Proposals must be submitted no later than **11:00am, Friday, January 18, 2013**. No consideration will be given to proposals received after the above stated date and time. Proposers must submit one (1) complete, sealed, signed and attested copy of the proposal, and two (2) complete, identical unbound copies of the proposal labeled: **Village of Orland Park – Hydrant Flow Testing for Main Capacity RFP** and addressed to:

Village of Orland Park
Village Clerk's Office
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

All proposals submitted must include all information and documents as requested in this Request for Proposal. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO:

**Doug Medland
Village of Orland Park
15655 S. Ravinia Ave.
Orland Park, Illinois 60462
e-mail: publicworks@orland-park.il.us
fax: 708-403-8798**

**VILLAGE OF ORLAND PARK, ILLINOIS
HYDRANT FLOW TESTING FOR MAIN CAPACITY
REQUEST FOR PROPOSALS**

by the end of business on Thursday, January 10, 2013. No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers. Proposers 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 Proposer 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 proposer or relieve him/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum to those persons who have received proposal 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 proposer shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a proposer to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

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REQUIREMENTS OF PROPOSAL

SCOPE OF SERVICE

The Proposer will furnish all labor, material, transportation, tools, and equipment necessary to flow test the assigned hydrants in the water distribution system in accordance with AWWA's M-17 manual. A two-person team is required for the work. A One Person crew will not be considered for the work for traffic control and safety reasons. Additional personnel may be required to obtain the needed pressure drop of 5 psi on larger diameter mains. The work will consist of the following:

- Project Personnel will meet with the Village of Orland Park Utility Division to review the project guidelines and answer any questions on procedures.
- All flow testing will be conducted between 7:30 a.m. and 4:00 p.m., Monday through Friday. Hours beyond those listed must be specifically agreed to by the Utility Foreman.
- Any **pressure zones** in the distribution system will be identified on the water atlas prior to developing the Fire hydrant flow-testing program.
- Traffic control within high traffic areas – appropriate measures must be exercised to ensure traffic safety. When impacting a lane of traffic, these measures would include appropriately diverting traffic and/or night work.
- Project Personnel will provide the Village of Orland Park Utility Division an informational PDF briefly explaining the fire hydrant flow-testing program to post on the Village website.
- The Proposer will issue a press release in coordination with the Village's media relations coordinator to briefly explain the fire hydrant flow-testing program and the areas affected. The press releases will be sent to: local newspapers, local radio stations and the Cable Company. This type of customer notification can greatly reduce the number of customer complaints about dirty water.
- Project Personnel will go door-to-door, forty eight hours in advance, and hang door hangers that explain when the fire hydrants will be flow-tested and flushed in the area. They will also state on the door hanger the potential for discolored water and the potential damage to clothing. They will place a toll free number on the door hanger so that the water customer can call and ask questions.
- Any atlas map discrepancies or un-numbered hydrants will be reported to the Village of Orland Park Utility Division **daily** for resolution.

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- All of the pertinent information for each fire hydrant that is flow-tested will be documented. This data is critical to establishing an ongoing flow-testing and maintenance program. The following is a list of the information gathered.
 - Hydrant data listed should include: make, model, pumper size, nozzle size
 - Fire Hydrant nozzle size used for each test
 - Residual Pressure
 - Static Pressure
 - Flow, GPM (Gallons Per Minute)
 - The amount of time it takes to flush each Fire Hydrant
 - An estimate of the water used during the operation of each Fire Hydrant
 - Fire Hydrants that are in need of repair, painting, color coding, or have operation defects will be noted.
 - The date tested and technicians operating the Fire Hydrant
 - The Fire Hydrant address or location
 - Map section will be recorded
- All hydrant caps will be greased using food grade grease and fire hose and deflection tubes will be utilized, as required, to direct flushing water away from traffic, pedestrians, underground utility vaults, and private property.
- Pressure gauges will be used to determine the residual pressure during the flow-testing process while ensuring that the distribution system pressure remains above 20 psi. A minimum 5 lb. pressure drop should be obtained to be considered a valid test. Additional flow hydrants may be required to obtain the necessary 5 lb. pressure drop. Any incidents of the distribution system being unable to supply a residual of 20 psi in the surrounding area will be brought to the immediate attention of the Utility Superintendent.
- After the Fire Hydrant has been flushed, Project Personnel will verify that the hydrant is seated and is draining properly. Project Personnel will also check the Fire Hydrant with an electronic listening device to ensure that the hydrant is not leaking. A majority of fire hydrant leaks go un-noticed because they are small leaks draining out through the drain holes at the base of the hydrant. Using an electronic listening device will help eliminate this type of leakage.
- All pressure gauges used in the field will undergo daily testing against a “standard” gauge or test station to ensure the field gauges are accurate during the flow-testing project. Any gauges that are found to not be within acceptable limits will be replaced with gauges that are within accepted standards. This will ensure the observed static and residual pressures are accurate and reliable.
- If hydrant visibility is limited due to obstruction, these locations will be documented and turned in to the Village. Hydrants with improper clearance preventing easy operation of

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the operating nut or removal of hydrant caps shall be documented. All documentation should be reported to the Village on a weekly basis.

FINAL REPORTS, DOCUMENTATIONS AND COMMUNICATIONS

The technical services firm will perform the following:

- The firm's Project Team will meet daily with assigned Village personnel to go over areas of flow testing for prior workdays and plan current day and next two days' areas to flow test.
- At the end of each day, or as requested, a list of any broken or inoperable valves or hydrants will be turned in along with any map discrepancies found.
- Each step of the fire hydrant flow-testing program will be identified and the hydrants used for each flow-test will be documented in a fire hydrant flow-testing report.
- At the end of each week's fire hydrant maintenance progression, updated Fire Hydrant Master Record, Hydrant Maintenance Report, and Hydrant Inspection Reports, Flow Tests Reports, and hydrant test forms shall be submitted in electric format to the Village.
- Maintain a progression map to be updated daily and included with the final report of the project indicating areas flow tested and areas that have been tagged for flow testing.
- The Village will be provided with fire hydrant flow testing and related information in database format that is a part of a readily accessible online fire hydrant database. This documentation allows for the flow-testing program to be repeated at a later date. This online program shall be designed to be a complete system for fire hydrant flow testing and maintenance program. The web based database will provide an inventory record system, hydrant maintenance and scheduling. The database includes a complete hydrant flow-testing program for calculating flow test results. This data will be available "online" to the Village with the appropriate password and login name. The data will be maintained offsite at a secure location.

The technical service firm will provide an "online or web based" driven fire hydrant database, that has the ability to access and reproduce and edit all aforementioned hydrant location and flow testing information. This program will have the capability to generate upon demand:

- The individual Hydrant Flow Test reports that includes the flow test data, static pressure and residual pressure, and potential flow at 20psi.
- A summary listing of all Hydrants with identified defects.
- A complete listing of all Hydrants by numerical or indexed order.
- A complete listing of all Hydrants by alphabetically reference to street and cross street names.

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- All pertinent information such as port size, number of ports, flow test results, general condition of the hydrant, and color coding for the NFPA rating.
- Hydrant location will be documented from existing landmarks and will be a part of each Hydrant record.

There shall be no subscription fee to be assessed to the Village for this online database use.

The web based database will have the ability to keep track of all the information that is associated with the fire hydrant flow testing program. The following is the minimum information to be collected.

- Hydrant number
- Map page number
- Street name
- Cross street name
- Location
- Hydrant Make/Model/Date Stamped
- Main Size
- Lead Size
- Number of Pumpers
- Number of Hose Nozzles

The program will keep an inspection history. The history section includes:

- Inspection Date
- Status
- Technician
- Problem Description
- Color Scheme
- Comments

The program will keep capacity test reports. The following is a list of the information gathered and recorded.

- Fire hydrant nozzle size used for each test
- Residual pressure
- Static pressure
- Flow rate in GPM (gallons per minute)
- The amount of time it takes to flush each fire hydrant
- An estimate of the water used during the operation of each fire hydrant
- The date tested and technicians operating the fire hydrant

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The program will provide a variety of readily re-creatable reports. Reports include:

- Hydrant Reports
- Hydrant Listing by Number
- Hydrant Listing by Street
- Problem Hydrant List (Useful for Work Orders)

Information collected by the technical services firm during the Hydrant Flow Testing program and any other information provided by the Village shall be regarded as CONFIDENTIAL and will not be shared without permission from the Village.

- ◆ A **Flow Testing log** of activity will be included with the final report that will include the following;
 - 1.) *Type of problems observed*
 - 2.) *Location of problems discovered*
 - 3.) *Total estimated water used (to be included on each flow test result)*
 - 4.) *Mapping errors on the water atlas*
 - 5.) *Progression map showing all hydrants tested*
- ◆ A **Final Report** will be prepared at the completion of the project which will include all hydrant flow testing reports and other problems found in the system during the course of flow testing that need the attention of the Village of Orland Park Utility Division. This final report shall be made available for submission to the Village of Orland Park Utility Division within twenty (20) days of the completion of the fieldwork.

SPECIAL CONDITIONS

Assumptions and Services Provided By The Village

The Village will furnish all maps, atlases, (two copies) and records necessary to properly conduct the flow testing program. The Village will make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful with general information about the water system. This person will not need to assist the Project Team on a full time basis, but only on an “as needed” basis. The Village will supply information regarding pressure zone boundary valves, and any other information that may make the job of flow testing easier to perform. The Village will assist, if needed, to help gain entry into sites that may be difficult to enter due to security issues or other concerns.

Equipment to be Used

The Village will require the following equipment to be used for the hydrant flow testing work and the items listed will be on site at all times during the project. The Proposer will indicate all equipment that will be used during the Project.

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- Hydrant diffusers with built in pitot gauges.
- 2-1/2" manually operated gate valves for the hydrant ports.
- Standard Hydrant wrenches (no extensions).
- Electronically enhanced listening device to insure Hydrants have been shut down and are not leaking after the test.
- Approved food grade grease for port and cap lubrication.
- Truck mounted Arrow Board/Signage, and warning lights on trucks.
- Traffic control equipment, including properly sized traffic cones with reflective stripes when needed or required.

All equipment listed above and any other equipment intended for use on this project will be approved by the Village, the Director of Public Works, or the Water Foreman.

Project Approach

The Proposer shall complete a "Project Approach" summary, demonstrating a complete understanding of water main capacity testing / fire hydrant flow testing methodologies. The proposer's understanding of the project will be in compliance with AWWA's M-17 Manual. This summary shall be a typed narrative describing the proposer's planned testing methodology and approach to the project. Planned hydrant operation techniques, as well as flow analysis techniques shall be outlined. Proposer shall account for potential problems to be expected and the possible techniques to be employed for solving those problems.

Proposed Schedule

The Proposer will submit, as part of the proposal, a **work schedule** detailing the work plan. This will include a time and date estimate for each task session of the project. A calendar or timeline would be helpful for detailing the work proposed. This schedule shall include time and dates from kick-off meeting to submission of the final report. It is expected that once started, work will proceed on a regular basis until complete for the year. Work may be suspended for intervals as agreed to by the Utility Superintendent. Commencement of work will be at the discretion of the Utility Superintendent and will be determined based on usage, temperature, personnel availability and other conditions.

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QUALIFICATIONS

The Village is desirous of a technical services firm that can provide the Village with the services listed below in an efficient and professional manner. As a part of this the technical services firm must provide experienced, courteous, professional, trained and qualified personnel. The following are the requirements/qualifications needed by the personnel performing the work on this project.

Project Manager

The Project Manager for this project shall have a minimum of six (6) years of continuous field and supervisory experience in the areas defined within the project specifications. This person shall be onsite at project startup, make periodic onsite inspections of the worksite, monitor the project progression and be available to (in communication with) the Village, the Director of Infrastructure Maintenance and the Project Leader to answer questions and assist with the successful completion of this project. This person shall be trained (certified where applicable) in traffic control – technician & flagging (MUTCD Standards), confined space entry, CPR and First Aid. The Project Manager will have a minimum of an OSHA 10 Hour Card in General Industry (OSHA Standard 1910). An OSHA 30 Hour Card is preferred.

Project Leader (Lead Technician)

The Project Leader for this project shall have a minimum of three (3) years of continuous field experience in the areas defined within the project specifications. The Project Leader is required to be onsite at all times during this project. This person shall be trained (certified where applicable) in traffic control – technician & flagging (MUTCD Standards), confined space entry, CPR and First Aid. The Project Leader will have an OSHA 10 Hour Card in General Industry (OSHA Standard 1910).

Brief resumes along with project experience and project references for the Project Manager and the Project Leader are required and will be a part of the RFP submission. Also, copies of all training certifications and information must be provided.

Two Man Project Teams are required and will work together during the course of the project. The two persons shall not be separated and working in different locations. They will assist each other as a matter of safety and quality control. The use of One Man Project Teams is not acceptable and will not be allowed to perform work on the water system especially where work must be done in the street.

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Safety

Is a major part of this project; the Village requires a safe work environment for its employees, technical service providers and the general public. The technical service provider is required to provide a safe work environment at all times during this project. The technical service provider will provide personnel trained in **Confined Space Entry & Self-Rescue, First Responder First Aid, CPR and Traffic Control**. While in the field on this project, the technical service provider and its employees will follow all of the necessary safety procedures to protect themselves, the Village staff and general public. **Two-Man Teams will be used at all times for Safety and Quality Assurance.**

Therefore, the technical service provider will adhere to the following:

- Any monitoring locations or smoke induction locations in a "**confined space**" such as pit and vault installations that **require entry** will be treated in accordance with the safety rules regarding **Confined Space Entry** as is designated by the **Village, The Department of Labor and OSHA**. Project personnel will be **trained** (certified were applicable) in Confined Space Entry & Self-Rescue.
- Proper PPE (personal protection equipment) shall be worn at all times. A class III reflective safety vest will be worn for all work. Class II will not be accepted.
- The Project Team will follow all **traffic safety rules**, as is designated by the **Village, The Department of Labor, OSHA and the State Department of Transportation**. Project personnel will be **trained** (certified were applicable) by an organization such as the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)**, in Traffic Control and Safety (MUTCD Standards).
- The Project Team will follow all safety rules regarding **First Responder First Aid & CPR**, as is designated by the **Village, The Department of Labor and OSHA**. Project personnel will be **trained** (certified were applicable) in First Aid & CPR.
- The Project Manager and the Project Leader will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an **OSHA 10 Hour or 30 Hour Card**.

Related Project Experience

The Proposer will submit at least six (6) projects where the Proposer has completed similar work in the last three years. The projects must be similar in size and scope to this project. This submittal will include a brief description of the work completed, amount of time required to complete the project, and findings of the project as well as contact names, phone numbers,

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addresses, e-mail addresses, etc. This list will be separate from the three professional references to be provided.

Current Workload And Commitments

Proposer will need to submit a statement of commitment to the project and indicate other current commitments that may affect the ability to complete the scheduled work within the specified time outlined in both the proposal requirements, and the Proposer's work schedule.

REFERENCES

Proposers shall provide the Village with the names and contact information of three (3) professional references for whom similar services have been provided. The proposer shall grant the Village permission to contact said references and ask questions regarding prior work performance. Village shall use the information gained from proposer's references to further evaluate the proposers.

HYDRANT FLOW TESTING PROPOSED PRICING

This project will be completed over a three (3) year period based on the availability of funds for each year. The Proposer shall supply the *Village of Orland Park Utility Division* a **unit price (per hydrant) per year for the proposed Hydrant Flow Testing Program**. This Unit price will include all costs associated with the Flow Testing Program for the selected hydrants in the distribution system.

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GENERAL PROVISIONS

Contract

The successful proposer will be required to enter into a standard form services contract, subject to modifications (see Section III), with the Village of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract. **The proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process.**

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

Length of Contract

The term of the services contract herein granted shall be three (3) years commencing on the date of contract signing.

Proposal Price

The submitted proposal price shall supply the Village a **unit price (per hydrant)** for the proposed Hydrant Flow Testing Program. This Unit price will include all costs associated with the Flow Testing Program for the selected hydrants in the distribution system.

Incurred Costs

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

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Confidentiality

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of these RFP's, a proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

Assignment

Successful proposer shall not assign the work of this Project without the prior written approval of the Village.

Compliance with Laws

The proposer 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 proposals or the performance of the Contract.

Proposer shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer 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. 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.

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Insurance Requirements

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

Indemnification

The selected Proposer shall indemnify and hold harmless the Village of Orland Park ("Village"), its 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 Proposer, 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 Proposer, 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 Proposer 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 Proposer 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 Proposer 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.

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PROPOSAL SUBMISSION REQUIREMENTS

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

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered.

Each proposer is responsible for reading the RFP documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462 and are made part of this notice as though fully set forth herein.

Certifications

All certifications and forms in Section II must be completed and submitted with the proposal.

Insurance

Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, 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. Proposers must sign and submit with the proposal, the Insurance Requirements page, as recognition of the insurance coverages 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 proposer.

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

Execution of the Contract by the Village will be contingent upon provision of the required insurance certificates to be provided by the contractor, sub-contractor and installers. A

VILLAGE OF ORLAND PARK, ILLINOIS HYDRANT FLOW TESTING FOR MAIN CAPACITY REQUEST FOR PROPOSALS

“Notice to Proceed” will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Village.

EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, and additional factors deemed relevant. The Village of Orland Park retains the right to refuse any and all proposals.

Negotiations

The Village of Orland Park reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the Village of Orland Park as contractually binding on the successful vendor.

Award

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

**VILLAGE OF ORLAND PARK, ILLINOIS
HYDRANT FLOW TESTING FOR MAIN CAPACITY
REQUEST FOR PROPOSALS**

PROPOSAL SUBMITTAL CHECKLIST

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

- Sealed Proposal Envelope - **Addressed to the Village of Orland Park, Village Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 and labeled: **Village of Orland Park – Water Distribution System Leak Survey - RFP**, in the lower left hand corner.

- Proposal - Proposer must submit **one (1) complete, signed, sealed and attested bound copies of the proposal and two (2) complete, identical, unbound copies of the proposal** and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall have forms with original signatures.

- Information and narratives as requested in the **Requirements of Proposal** section of the RFP, including a sample contract from your company if you intend to submit one for the Village's consideration.

- All forms completed from Section II:
 - Proposal Summary Sheet
 - Business Organization
 - Certificate of Eligibility to Enter into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity
 - Tax Certification
 - References
 - Insurance Requirements

II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

Hydrant Flow Testing 2013-2015

Project Name

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

Organization Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

E-Mail address: _____

FEIN#: _____

Description	Unit Price
Cost per hydrant (2013)	\$ _____
Cost per hydrant (2014)	\$ _____
Cost per hydrant (2015)	\$ _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

ACCEPTANCE: This proposal is valid for _____ calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

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

_____ 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 proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal 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 _____, 2013.

Notary Public

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

_____, having submitted a proposal for
_____ (Name of Contractor) for
_____ (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This _____ Day
of _____, 2013.

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 Vendor'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 Vendor 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 Vendor 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 Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

DATE: _____

TAX CERTIFICATION

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

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

_____ and I hereby certify
(Name of Project)

that _____ is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____

Title: _____

Subscribed and Sworn To
Before Me This _____ Day
of _____, 2013.

Notary Public

PROFESSIONAL REFERENCES

(Please Print or 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 _____

Proposer's Name & Title: _____

Signature and 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 coverages 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 _____, 2013

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – ADDITIONAL INFORMATION

EXHIBIT A

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.

EXHIBIT B
SAMPLE CONTRACT
VILLAGE OF ORLAND PARK
(Contract for Services)

This Contract is made this _____ day of _____, 20__ 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 Request for Proposals
- The Instructions to Proposers
- This Contract
- The Terms and Conditions
- The Proposal as it is responsive to the VILLAGE’S RFP requirements
- All Certifications required by the Village
- Certificates of insurance
- Performance and Payment Bonds as may be required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services: _____ and No/100 (\$ _____) Dollars.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence [upon receipt of a Notice to Proceed] [or pick a date] and continue expeditiously [for _____ [days] [months] [years] from that date.] ←-pick one or combine-→ [until final completion on _____] This Contract shall terminate upon completion of the WORK or ____ [year(s)][month(s)] [pick a date to insert], whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: 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 the

Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The 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. CONTRACTOR 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. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

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

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: 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 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: 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: _____