

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
ADVERTISEMENT FOR BIDS

**Franklin Loebe Center
Data/Voice Cabling Renovations**

The Village of Orland Park, Illinois will receive sealed bids until 11:00 A.M. on the 5th day of April, 2013, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for the Franklin Loebe Center (FLC) Data/Voice Cabling Renovation. 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 improvements on which bids are requested will require the following construction:

Installation of a new Data/Voice Backbone Cabling System interconnecting the Village Hall to the Franklin Loebe Center and the Recreation Administration Building. The new backbone cabling will be primarily routed within new exterior underground directional bored pathways and interior J-hook pathways.

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.

A mandatory pre-bid meeting will be held on Thursday, March 28th, 2013 at 10:00 A.M at the Franklin Loebe Center located at 14650 S. Ravinia Ave., Orland Park, IL 60462.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids.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

**Franklin Loebe Center
Data/Voice Cabling Renovations**

ISSUED

March 22, 2013

MANDATORY PRE-BID MEETING

**Thursday, March 28, 2013 at 10:00 a.m.
Franklin Loebe Center
14650 South Ravinia Ave**

BID OPENING

**Friday, April 5, 2013
11:00 A.M.**

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

TABLE OF CONTENTS

I. INSTRUCTIONS TO BIDDERS

- Overview 2
- Bid Specifications 4
- General Provisions 36
- Bid Submission Requirements 40
- Evaluation of Bids/Bidders 43
- Bid Submittal Checklist 44

II. REQUIRED BID SUBMISSION DOCUMENTS

- Bidder Summary Sheet 46
- Business Organization 47
- Certificate of Eligibility to Enter into Contracts 48
- Equal Employment Opportunity 49
- Certification of Compliance With the Illinois Prevailing Wage Act 51
- Contractor’s Certification Sexual Harassment, Tax & Substance Abuse . 52
- Apprenticeship and Training Program Certification 53
- References 54
- Insurance Requirements 55

III. EXHIBITS/ ADDITIONAL INFORMATION

- Exhibit A Local Vendor Purchasing Policy 57
- Exhibit B Standard Form Contract 58

IV. PLANS AND TECHNICAL SPECIFICATIONS (under separate cover)

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

I. INSTRUCTIONS TO BIDDERS

OVERVIEW

The Village of Orland Park requests Bids for the Franklin Loebe Center Data/Voice Backbone Cabling Renovations ("Project") in the Village of Orland Park, Illinois ("Village"). See the Plans and Technical Specifications prepared by GC Studio ("Architect"), for details on the Project ("Plans and Specifications").

The Plans 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.

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 Friday, April 5, 2013.** 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:

Franklin Loebe Center Data/Voice Backbone Cabling Renovations

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

A pre-bid meeting, at which attendance is mandatory, will be held on Thursday, March 28, 2013 at 10:00 a.m., at the Franklin Loebe Center, 14650 South Ravinia Avenue, Orland Park, Illinois 60462.

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 writing. Contact Patrick Callahan by fax at (312) 253-3400, 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

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

obligations set forth in the bid and other contract documents. Before the bids are opened, all modification or additions to the Plans and 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
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

BID SPECIFICATIONS FOR:

Franklin Loebe Center Data/Voice Backbone Cabling Renovations.

Please refer to the Plans and Technical Specifications as outlined in Section IV.

GENERAL

- A. The Contractor shall furnish and install all necessary labor, material and/or equipment required to complete the work as shown on the drawings and as specified herein for a complete and functioning system.
- B. The Contractor shall carefully investigate the pathway and site conditions, verify dimensions by actual measurement if necessary, and coordinate their work accordingly. The Contractor shall be responsible for the accuracy of all such measurements and the precise fitting and assembly of the finished installation.
- C. The bid response is to include the furnishing and installation of all the Data/Voice Backbone System materials as listed in the Products Section and all associated materials not listed yet required for a complete installation.
- D. No substitutions, deletions, changes or additions shall be permitted without written approval from the Village's Project Manager (PM.)
- E. The Contractor shall be responsible for the protection of their work until such time that the Village issues written acceptance of the project.
- F. The Contractor or subcontractor warrants that he is familiar with and he shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the contract including without limitation Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.
 - 1. Whenever required, the contractor or subcontractor shall furnish the Village with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

SCOPE OF WORK:

The Village of Orland Park, Illinois is requesting bids for the Franklin Loebe Center Data/Voice Backbone Cabling Renovations.

- A. The Village is requesting Bids for the installation of a new Data/Voice Backbone Cabling System interconnecting the Village Hall to the Franklin Loebe Center and the Recreation Administration Building. The new backbone cabling will primarily be routed within new exterior underground directional bored pathways and interior J-hook pathways as indicated on the design drawings.
- B. The contractor shall be required to provide engineered pathway drawings for approval by the Village prior to construction beginning and for permit.
- C. The Contractor shall furnish and install all necessary labor, material and/or equipment required to complete the work as shown on the drawings, Bid documents and as specified herein for a complete and functioning Structured Cabling System. The system shall meet the design intent set forth in this Bid document. The contractor shall only use specified or prior approved materials and methodologies for the installation of the system.
- D. The following is a summary of the scope of work and requirements for this project and is not meant to be the exclusive statement of work for this project. Refer to the associated drawings and specifications for additional requirements. The project consists primarily of the following:
 1. The contractor is to furnish and completely install the specified copper cables, fiber optic cable, innerducts, locate wires, termination connectors, handholes and machine printed labeling required for a complete installation as indicated on the design drawings, including but not limited to:
 - a. The underground/exterior pathways and handholes.
 - b. The locate wire installed within new underground/exterior pathways.
 - c. The indoor/outdoor rated single mode fiber optic cable.
 - d. Fiber optic termination connectors will be singlemode "LC" style.
 - e. The outdoor rated copper cables.
 - f. The indoor rated copper cables.
 - g. The lightning protection units for the copper cabling at each building's entrance room.
 - h. The 66-Style termination blocks.
 2. The contractor will be required to hand excavate and locate the existing communications cabling where the new addition to the Franklin Loebe Center will be constructed. Once the existing cables have been located the

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

contractor shall provide and install a protective metal split sleeve around the cables so that the new addition foundation walls can be installed. This scope of work is detailed on drawing T2.00 in Section IV and will need to be coordinated with the Village and General Contractor of the Franklin Loebe Center Addition Project. It is planned that these existing communications cables will remain operable until the completion of the new Data/Voice Backbone Cabling Renovation Project is complete and the Village has cut-over to the new cabling system.

3. Cabling will be routed through ceiling spaces within the buildings. Overhead routing of cables and innerduct shall be supported with new Cat-5 J-hooks as specified secured to the structure above.
4. The contractor is to furnish the labor and materials to directional bore and install the specified innerduct(s), handholes, copper cables and fiber cables as indicated on the bid drawings. The contractor will be responsible for repairing any damaged surfaces to better than existing conditions.
5. The contractor is to perform Test and Certification of the newly installed Data/Voice Cabling System as described in the specifications and provide the required documentation. All copper pairs and fiber strands are to be tested. Test reports are to be printed and assembled in binders as well as submitted in native electronic format. Contractor will provide all appropriate software and licensing to allow the Village to view the electronic form of the test results.
6. The contractor shall furnish record documents including computer generated AutoCAD 2011 as-built drawings and all termination records for the installation as described in the specifications.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

SUBMITTALS

- A. By submitting shop drawing, product data, and samples, the contractor represents that he or she has carefully reviewed and verified materials, quantities, field measurements and filed construction criteria related thereto. It also represents that the contractor has checked, coordinated, and verified that information contained within shop drawings, products data, and samples conform to the requirements of the work and of the contract documents. The engineer/designer remains responsible for the design concept expressed in the contract documents as defined herein.
- B. The engineer's/designer's approval of shop drawings, product data, and samples submitted by the contractor shall not relieve the contractor of responsibility for deviations from requirements of the contract documents, unless the contractor has specifically informed the engineer/designer in writing of such deviation at time of submittal, and the engineer/designer has given written approval of the specific deviation. The contractor shall continue to be responsible for deviations from requirements of the contract documents not specifically noted by the contractor in writing, and specifically approved by the engineer in writing.
- C. The engineer's/designer's approval of shop drawings, product data, and samples shall not relieve the contractor of responsibility for errors or omissions in such shop drawings, product data, and samples.
- D. The engineer's/designer's review and approval, or other appropriate action upon shop drawings, product data, and samples, is for the limited purpose of checking for conformance with information given and design concept expressed in the contract documents. The engineer's/designer's review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents. The review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The engineer's/designer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- E. The contractor shall not begin any installation of materials that requires a material fact sheet and/or sample to be submitted and approved by the Village's Project Manager (PM). If material is installed prior to approval, the contractor is liable for the cost of removal and replacement if the material is not approved.
- F. All material must be approved by the Village's PM before installation. Some items will require only a material fact sheet for submittal while others will need to have a product sample and material fact sheet.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

- G. Fact sheets organized neatly by subsystem in a binder and/or samples to be submitted for approval are to be submitted utilizing a formal transmittal letter indicating the items being submitted for review and acceptance. This submittal letter will be returned to the contractor by the Village's PM with rejection or approval comments for each item listed.
- H. The items that will require only a fact sheet for submittal are:
1. J" Hooks & Associated Hardware
 2. Fiber Optic Cabinet/Shelves & Associated Items
 3. Hand Hole Enclosure & Associated Items
 4. Outdoor Copper Cabling
 5. Indoor Copper Cabling
 6. Indoor/Outdoor Fiber Cabling
 7. Locate Wire
 8. HDPE Innerduct
 9. Indoor Innerduct
 10. Grounding Rod
 11. Sch. 80 PVC Conduit
 12. Non-Metallic PVC Junction Box
 13. 489 Lightning Protection Units
 14. Grounding Busbar
 15. 6-Style Wiring Block
 16. Labels being utilized
 17. Miscellaneous Materials

COORDINATION

- A. Prior to the pre-construction meeting, the successful Contractor is to prepare and furnish to the Village's Project Manager (PM) a detailed installation schedule of events for the project. The schedule is to indicate daily work of the project. This schedule will be utilized to track the progress and status of the installation. Once agreed to and submitted, any deviation to this schedule must be approved by the Village's PM through a formal Change Order.
- B. The preparation and agreement to an installation schedule is to be coordinated between the Contractor and the Village's PM.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

C. Milestones that are to be scheduled, at a minimum, are:

1. Stocking of site with the required materials.
2. Review of the overall cable routing with the Village's PM.
3. Review of the building's Wiring Room location(s) & equipment layout with the Village's PM.
4. Review of the building's service entrance location(s) & equipment layout with the Village's PM.
5. Installation of the fiber optic termination equipment within the Wiring Rooms.
6. Installation of the copper termination equipment within the Wiring Rooms.
7. Review of the proposed cable routing within the building with the Village's PM.
8. Installation of the cable routing management "J-Hooks" and the drilling of access holes in walls and floors as required.
9. Termination of the cables within the Wiring Rooms.
10. Testing of the copper and fiber optic cables.
11. Submittal of the test results and installation "As-Built" drawings to the Village's PM.
12. Conducting a final walk through inspection of the installation with the Village's PM and the preparation of a punch list of items that need attention prior to turnover.
13. Completion of the punch list items and the request for a final acceptance walk through with the Village's PM.
14. Final acceptance of the cabling installation.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

CONSTRUCTION MEETINGS

- A. Prior to beginning work, the Bidder will attend a pre-construction meeting with the Village's PM and any other appropriate contractors and/or persons involved and/or concerned with the cabling system installation. The intent of this meeting will be to:
- a. Review submitted and approved materials;
 - b. Finalize and accept the contractor's installation schedule;
 - c. Review the sequence of field activities;
 - d. Finalize contract details; and
 - e. Review potential safety hazards.

Installation work shall not commence prior to this meeting.

- B. The Bidder will attend all meetings requested for them to attend by the Village's PM.

BIDDER / VILLAGE'S RESPONSIBILITY

- A. It will be assumed that any task required for a complete and operational cabling system not specifically stated to be an Village's responsibility will be that of the Bidder.

DESIGN DRAWINGS

- A. The drawings represent the design intent as expressed by the Village. In no way are they meant to direct the Contractor in matters pertaining to structural performance. The Contractor is fully responsible for the structural stability of all items called for in the drawings, bid documents and specifications. Any additional components and labor required for stabilizing the installation to conform to prevailing building codes and regulations are to be included in the bid response.
- B. The drawings are not to be scaled to determine lengths required. Where specific placements of items are required, dimensions are shown.

CHANGES AND DISCREPANCIES

- A. Any minor change in the location of pathways, equipment, etc., from that initially indicated, if directed by the Village's PM, prior to the installation of the location, shall be made without charge. A "Minor Change" is defined as "Not adding any degree of difficulty to the original installation requirement".

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

CLOSE-OUT AND FINAL ACCEPTANCE

- A. The completed installation shall consist of a Data/Voice Cabling System constructed in strict accordance with the drawings, bid documents and specifications. Any labor, materials and/or equipment which is not indicated on the drawings, in the bid documentation or specifications herein, but is necessary and/or incidental to completing the entire installation, as shown and intended, must be furnished and installed at no additional cost to the Village.
- B. At time of completion of the installation, the Contractor shall request, in writing, to the Village's PM for a walk through of the installation for the purpose of preparing a final punch list towards acceptance of the installation. Once the items on the punch list have been corrected by the Contractor, they are to submit another request to review the punch list items and acceptance of the installation.
- C. The Contractor is required to submit "As-Built" computer generated (AutoCAD Release 2011) record drawings, which will reflect any changes made to the design during installation. The successful bidder will be given AutoCAD 2011 version of the pathway plans for their use in developing the record drawings. A hardcopy set of the drawings and an electronic version shall be submitted at the completion of the project and prior to final acceptance by the Village.
 - 1. The contractor is to indicate exact routing of Data/Voice cables.
- D. Computer generated test report sheets of each copper and fiber optic cable/strand shall be submitted prior to final acceptance by the Village.
- E. Prior to final acceptance and payment, the Contractor shall provide the Village with a warranty certificate and registration for this installation along with the printed cable test results as specified herein.

CLEANING

- A. The Contractor shall, daily, at the completion of the work for the day, remove and dispose of all rubbish, surplus materials, equipment, etc., and shall leave the project site(s) absolutely clean and in good order to the satisfaction of the Village.

SAFETY

- A. The Contractor is responsible for the safe passage of pedestrian traffic for the duration of the job. Any precautionary measures, necessary warning signs, etc., required to assist the Contractor in the performance of the work shall be at the Contractor's expense and provided for his/her quoted price.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

MATERIAL / EQUIPMENT STAGING

- A. The Bidder will be responsible for coordinating the delivery, acceptance, unloading and storage of their materials to the premises. The Bidder must comply with all building regulations regarding hours, method and location of material delivery.
- B. The Village will provide, within reason and at their discretion, adequate space for the Bidder to store a limited quantity of material and tools, but does not agree to provide space for the entire inventory of material and tools for the project.
- C. No construction equipment shall be parked or stored on Village right-of-ways without prior written approval.
- D. No construction material, excavation spoils or any other objects shall be placed on/or stored on Village parkways. Every effort shall be made by the contractor when working near trees and shrubs to protect them from harm.
- E. Protect equipment during transit, storage, and handling to prevent damage, theft, soiling, and misalignment. Coordinate with the Village for secure storage of equipment and materials. Do not store equipment where conditions fall outside manufacturer's recommendations for environmental conditions. Do not install damaged equipment; remove from site and replace damaged equipment with new equipment.

USE OF THE SITE

- 1. Use of the site shall be at the Villager's direction in matters in which the Village deems it necessary to place restriction.
- 2. Access to building(s) wherein the work is performed shall be as directed by the Village.
 - 1. Work to be performed outside of buildings can be accomplished Monday thru Saturday (7:00am – 5:00pm). No work shall be performed on Sundays and Holidays.
 - 2. Work to be performed inside of buildings can be accomplished Monday thru Friday (7:00am – 3:00pm). No work shall be performed on Saturdays, Sundays and Holidays.
- 3. Schedule necessary shutdowns of plant services with the Village, and obtain written permission from the Village. Refer to article - CONTINUITY OF SERVICES herein.
- D. Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits, and operations of the Village.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

CONTINUITY OF SERVICES

- A. Take no action that will interfere with or interrupt, existing building services unless previous arrangements have been made with the Village's representative. Arrange the work to minimize shutdown time.
- B. Village's personnel will perform shutdown of operating systems. The contractor shall give three (3) days' advance notice for systems shutdown.
- C. Should services be inadvertently interrupted, immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service.

UTILITIES

- A. The contractor shall protect all public and private utilities and shall notify the owners of all utilities at least 48 hours prior to commencing work and/or JULIE (800-892-0123) and obtain the horizontal and vertical field locations for their utilities within the limits of the proposed construction.

EXCAVATION – REMOVAL AND DISPOSAL

- A. All debris removed during the construction process shall be properly disposed inclusive of potholing spoils at a suitable off-site location and will be considered incidental to the contract. All waste material is to be disposed of by the contractor at their expense.

MISCELLANEOUS INCIDENTAL RESTORATION

- A. Any parkway damaged by the contractor shall be repaired to the satisfaction of the Village. Methods for repair must be approved by the Village prior to the contractor making the repairs. All other damages to property not specifically covered in other sections of this contract will be corrected and restored to its original condition or better as existed before construction. The contractor must have proper permits before making any concrete or asphalt cuts and will be responsible for any and all restoration costs. All grassy areas disturbed shall be refilled, packed and covered with a seed blanket to match original ground cover.
- B. All restoration work shall be completed within two (2) weeks from completion of the affected construction area. This work will be done at the contractor's expense. The contractor shall leave all project sites in the best possible condition and to the complete satisfaction of the Village.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

TRAFFIC CONTROL

- A. The contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide uniform traffic detour pattern. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Village.
- B. The contractor shall ensure that all traffic control devices installed are operational, functional and effective 24 hours a day, including Sundays and holidays.
- C. All barricades shall be equipped with a flashing light. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks

CONDITIONS

- A. Material substitutions are not permitted without written permission from the Village's PM prior to installation.
- B. All Contractors are to price the project with the materials specified. When reviewing the bids, it will be assumed that this is true unless there is a material variance granted by the Village PM. Any substitutions that a contractor would like to have considered are to be priced as an alternate to the Base Sum Price. Material cut sheets are to be furnished with the alternate price and an explanation of the cost savings and why the alternate should be considered.
- C. Quantities shown are for general information and may be incorrect. The Contractor is to verify all quantities and is to report any count differences to the Village PM prior to submission of the Bid Response. The Contractor will be held responsible for all required quantities to complete the project to the intent and direction of the drawings and the Bid documentation. It will be assumed by the Village that the Contractor has calculated their proposal price with the actual quantities and lengths for a complete installation.
- D. Material description and manufacturer's part numbers are shown. The Contractor is expected and has the responsibility to verify that the part number matches the description. Any discrepancy is to be noted to the Village PM prior to response submittal. The Contractor is responsible for the correct materials being furnished and installed.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

SUPPLIED PRODUCTS

- A. All supplied products for this installation shall be new from vendor or distributor stock. Special order products are to be new and shall be scheduled for delivery and installation to meet the final completion dates stated in this Bid.
- B. Used or damaged products will not be accepted. Removal and replacement of such products will be the contractor's responsibility and will be done at no additional cost to the Village.
- C. Equipment and materials of the type, for which there are independent standard testing requirements, listings, and labels, shall be listed and labeled by the independent testing laboratory.
- D. Where equipment and materials have industry certification, labels, or standards (i.e., NEMA - National Electrical Manufacturers Association), this equipment shall be labeled as certified or complying with standards.
- E. Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout.

MATERIAL LIST OF MAJOR COMPONENTS

(Additional items may be required as indicated in the design documents and required to provide a complete system)

BACKBONE PATHWAY SYSTEM

A. UNDERGROUND DIRECTIONAL BORED INNERDUCT PATHWAYS:

Nonmetallic, SDR-11, Smooth Wall HDPE Innerduct (Orange In Color) for use in Underground applications.

- 1. Acceptable Manufacturers: Carlon Telecom Systems or Approved Equal
- 2. Part Number:
 - a. A-13-C-6-N-1-J-NN-A (2" HDPE)
 - b. A-15-C-6-N-1-J-NN-A (3" HDPE)
- 3. Quantity: As required for a complete installation.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

B. UNDERGROUND UTILITY HANDHOLE:

Utility handhole for use in directional bored pathways.

Acceptable Manufacturers: Quazite/Strongwell or Approved Equal

1. Part Number:
 - a. PG3048BA30 (Box)
 - b. PG3048CA0UN021 (Cover NO Logo)
2. Quantity: As required for a complete installation.

C. EXTERIOR CONDUIT PATHWAYS:

Nonmetallic, SCH-80, PVC (Gray in Color) for use in exterior above ground applications.

1. Acceptable Manufacturers: *.*
2. Part Number: 3" SCH-80 PVC (Gray in Color)
3. Quantity: As required for a complete installation.

D. EXTERIOR JUNCTION BOX:

Nonmetallic, PVC (Gray in Color) for use in exterior above ground applications.

1. Acceptable Manufacturers: *.*
2. Part Number: 30"x30"x10" PVC (Gray in Color)
3. Quantity: As required for a complete installation.

E. PVC THERMAL EXPANSION FITTING:

Nonmetallic, 3" PVC thermal expansion fitting (Gray in Color) for use in exterior above ground conduit routing at pedestrian walkway/bridge.

1. Acceptable Manufacturers: Carlon
2. Part Number:
 - a. E945L (3" Male Terminal Adapter End)
 - b. E945LX (3" Coupling End)
3. Quantity: 1

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

F. INDOOR INNERDUCT PATHWAYS:

Nonmetallic, corrugated, flexible conduit for use in Plenum applications. Color "Orange"

1. Acceptable Manufacturers: Carlon Telecom Systems or Approved Equal.
2. Part Number: CF4X1 (1" Innerduct)
3. Quantity: As required for a complete installation.

G. "J" HOOK CABLE MANAGEMENT (Ceiling Area):

High performance cable support system.

1. Acceptable Manufacturers: ERICO/CADDY, B-Line
2. Part Number: Erico -CAT32, CAT21; B-Line BCH21, BCH32, BCH64
3. Quantity: As required for a complete installation

BACKBONE CABLING SYSTEM

A. INDOOR/OUTDOOR SINGLEMODE FIBER OPTIC BACKBONE CABLE:
12-Strand Singlemode, Indoor/Outdoor All Dielectric, plenum rated, distribution cable.

1. Acceptable Manufacturers: Superior Essex
2. Part Number: W40123101 (Plenum Rated)
3. Quantity: As required for a complete installation.

B. OUTDOOR VOICE BACKBONE CABLE:

50-Pair outdoor rated, Sealpic PE-89, 24 AWG. solid copper conductors insulated with polyethylene, corrugated aluminum shield.

1. Acceptable Manufacturers: Superior Essex
2. Part Number: 09-100-02
3. Quantity: As required for a complete installation.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

C. OUTDOOR VOICE BACKBONE CABLE:

300-Pair outdoor rated, Sealpic PE-89, 24 AWG. solid copper conductors insulated with polyethylene, corrugated aluminum shield.

1. Acceptable Manufacturers: Superior Essex
2. Part Number: 09-110-02
3. Quantity: As required for a complete installation.

D. INDOOR VOICE BACKBONE CABLE:

50-Pair indoor rated, Unshielded Twisted Pair (UTP), Category-3, Plenum Rated, 24 AWG. Solid copper. Cable jacket color to be **"GRAY"** and remain the same throughout the installation.

1. Acceptable Manufacturers: Superior Essex
2. Part Number: 18-599-36 (Plenum Rated)
3. Quantity: As required for a complete installation

E. INDOOR VOICE BACKBONE CABLE:

300-Pair indoor rated, Unshielded Twisted Pair (UTP), Category-3, Riser Rated, 24 AWG. Solid copper. Cable jacket color to be **"GRAY"** and remain the same throughout the installation.

1. Acceptable Manufacturers: Superior Essex
2. Part Number: 18-B99-33 (Riser Rated)
3. Quantity: As required for a complete installation

TERMINATION HARDWARE

A. SINGLEMODE FIBER OPTIC END CONNECTOR:

Singlemode, Anaerobic "LC" type fiber optic connector.

1. Acceptable Manufacturers: Corning Cable Systems
2. Part Number: 95-201-98-SP
3. Quantity: As required for a complete installation

B. RACK MOUNT FIBER OPTIC TERMINATION ENCLOSURE (FLC BUILDING):

Fiber Optic Distribution Shelf for terminating fiber optic cable. "LC" Positions. Mounts to 19" rack.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

1. DISTRIBUTION SHELF
 - a. Acceptable Manufacturers: Corning
 - b. Part Number: CCS-01U
 - c. Quantity: 1
2. "LC" ADAPTER PANEL
 - a. Part Number: CCH-CP12-A9
 - b. Quantity: 1
3. "BLANK" ADAPTER PANEL
 - a. Part Number: *.*
 - b. Quantity: 1

C. RACK MOUNT FIBER OPTIC ADAPTER PANEL (VILLAGE HALL BUILDING):

1. "LC" ADAPTER PANEL
 - a. Part Number: CCH-CP12-A9
 - b. Quantity: 1

D. 66-STYLE WIRING BLOCK:

50-Pair 66-Wiring Block for terminating voice backbone cabling.

1. Acceptable Manufacturers: Leviton or Approved Equal
2. Part Number:
 - a. 40066-M50 (50-Pair Split-M Block)
 - b. 40089-B (Standoff Bracket for use with M Blocks)
3. Quantity: As required for a complete installation

E. DISTRIBUTION RING (Wiring Room Plywood Wall Field):

Closed distribution ring for routing of cabling on plywood backboard within Wiring Rooms.

1. Acceptable Manufacturers: Chatsworth Product, Inc.(CPI)
2. Part Number: 10812
3. Quantity: As indicated on the drawings

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

GROUNDING

A. GROUNDING BUSBAR:

Telecommunications Grounding Busbar.

1. Acceptable Manufacturers: Chatsworth Products Inc. or Approved Equal
2. Part Number: 13622-012
3. Quantity: As required for a complete installation.

B. WALL MOUNTED ELECTRICAL PROTECTION UNIT:

1. Protector Panel: 489-Type 66-Wiring Block connector protector panel.
 - a. Acceptable Manufacturers: CommScope or Approved Equal
 - b. Part Number:
 - i. 489-B-C-B-1-50 (50-Pair)
 - ii. 489-B-C-B-1-100 (100-Pair)
 - iii. 489-B-C-B-1-200 (200-Pair)
 - c. Quantity: As required for a complete installation.
2. Protection Modules: Solid-state protection modules, installed.
 - a. Acceptable Manufacturers: CommScope or Approved Equal
 - b. Part Number: *.*
 - c. Quantity: As required for a complete installation.

ADMINISTRATION

A. FIBER CABLE WARNING TAGS

Contractor to furnish and install machine printed warning tags, hand written are not acceptable. Tags are to be positioned at visible locations on the cable jackets as they pass through junction boxes, floor sleeves and in cable trays (at 36 inch intervals). Labels for warning tags are to be made from self-adhesive backed material, be smear resistant and not easily removed.

1. Acceptable Manufacturers: Panduit or Approved Equivalent
2. Part Number: **
3. Quantity: As required for a complete installation.
- 4.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

B. LABELS

Contractor to furnish and install printed labels, hand written are not acceptable. Lettering to be 3/16" high (or appropriate legible size), bold type. Labels are to be positioned at each end of all the cable jackets, on the workstation drop location faceplates and the patch panel faceplates. Labels are to be made from self adhesive backed labels, be smear resistant and not easily removed.

1. Acceptable Manufacturers: Panduit or Approved Equivalent
2. Part Number: **
3. Quantity: As required for a complete installation.

C. MISCELLANEOUS MATERIALS

All miscellaneous materials, supports and associated hardware required for a complete installation of the items listed above are the responsibility of the Contractor to furnish and install.

1. Acceptable Manufacturers: Materials are to be of the same manufacturer unless not available from the manufacture.
2. Quantity: As required for a complete installation.

EXECUTION

MATERIALS AND WORKMANSHIP

- A. The Contractor shall perform all work required for the completion of the installation in a skillful and craftsman like manner.
- B. All installations are to be made secure, plumb, true, and square. Align all installations with adjacent existing conditions unless shown otherwise on the drawings, bid documentation, and/or specifications.
- C. Materials used for the completion of the installation shall be new, the best of their respective kind, and manufactured for the purpose that they are being used.
- D. There shall be no substitution of the materials listed for installation and/or the expected method of installation without the prior written approval of the Village PM Any changes in materials and/or installation from that shown on the drawings, bid documentation, and General specifications without written approval shall be the responsibility of the Contractor to correct, to the satisfaction and approval of the Project Manager, at no cost to the Village.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

- E. The installation of all materials and devices shall be in accordance with the latest manufacturer's published procedures, specifications, and recommended procedures.
- F. All materials shall be delivered in their original unopened packaging and stored in an enclosed secured area providing adequate protection from damage and/or loss. Damaged or deteriorated materials shall be removed from the building property immediately and replaced at no cost to the Village.
- G. Throughout the drawings, Bid documentation, and specifications, there are specified methods of workmanship, material installation, and support of cable and devices. The intent is to obtain a permanent installation of the specified materials and devices such that they stand up to normal building maintenance. In the event that the contractor has a solid technical reason for objecting to the use of any material and/or method of installation as shown or specified they are to report such an objection to the Village PM for action.

COORDINATION OF INSTALLATION

- A. The Contractor shall coordinate with the Village PM with respect to the installation of materials, devices, and wiring to ensure proper location and function of the installation.
- B. The Contractor shall coordinate their work with all other contractors working at the site. Any conflict with the installation and completion of the structured cabling system with other contractors working at the site is to be noted to the Village PM for resolution.
- C. The Contractor shall coordinate all arrangements with the Village PM pertaining to:
 - a) The use of hoisting facilities for handling materials;
 - b) Working hours;
 - c) Refuse disposal;
 - d) Security;
 - e) Ownership of salvage materials;
 - f) Material and tool storage on site;
 - g) Parking areas;
 - h) Access to secured areas; and
 - i) Any other items of mutual interest.

CUTTING AND PATCHING

- A. No structural members (beams, joists, columns, bearing walls, lintels, headers, posts, hangers, reinforcing bars, etc.) shall be cut without prior written approval of the Architect of record and building owner. No coring shall be allowed through floor joists, beams or columns. All floor coring shall be only through standard 3" to 6" thick concrete floor slabs.
- B. Where cutting is required to facilitate the installation, the Contractor shall provide the cut as part of the original contract charge.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

- C. Patching and the repair of damage to finished surfaces shall be performed by the applicable trade for the material to be patched or repaired. The procedure for the repair is to be coordinated and approved with the Architect of record and building owner prior to doing the work. The cost of repair is not to be added to the contract price and is the responsibility of the Contractor.
- D. The Contractor shall restore all finished surfaces to their original condition if damaged during the installation. Refinish the entire surface as necessary to provide an even finish that is acceptable to the Architect of record and building owner.

FLOOR CORES AND WALL OPENINGS

- A. The Contractor shall provide all additional conduit sleeved floor cores and wall openings that are required for their own work. All cores and openings shall be coordinated with the Village PM. All cores and openings shall be made with a drill and minimal damage to existing surfaces. Cores and openings through fire rated walls shall be temporarily fire stopped and/or water proofed when not being worked.
- B. All floor cores and wall openings are to be sleeved utilizing a metal conduit properly sealed between the outer conduit surface and the hole. The conduit sleeve is to extend a minimum of 3" from the floor or wall surface and be firmly supported to prevent movement. Each end of the conduit sleeve is to have a standard bushing for the protection of the cables routed within.

FIRESTOPPING

- A. All interior full height walls (extending from floor slab to underside of floor or roof slab above), exterior walls, floor slabs, roof slabs, stairway enclosures, duct risers and elevator shafts are considered fire barriers. All penetrations through fire barriers must be fire stopped in accordance with the Contract Documents. Through floor penetrations and all penetrations installed within fire barriers shall be fire stopped to the rating of the associated floor and/or wall after the cables and/or sleeves have been installed.
- B. The fire rated material utilized to plug the penetrations that do not require a sleeve and/or the interior of a conduit sleeve shall be an approved fire stopping material. Conduit sleeves shall be caulk/sealed between conduit and cored penetration with an approved firestopping material. Expandable foam shall not be utilized and will not be accepted by the Village.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

- C. Firestop materials and assemblies shall be independently tested by nationally accepted test agencies and verified to conform to ASTM E 814, *Fire Tests of Through-Penetration Firestops* and be rated per UL 1479. Firestopping materials shall conform to Flame (F) and Temperature (T) ratings as required by local building code. The F rating must be a minimum of one (1) hour but not less than the fire resistance rating of the assembly or surface being penetrated. When required by code authority, the materials shall carry a "T (hours)" Fire Rating Classification based on the above-mentioned standards and shall be based on measurement of the temperature rise on the penetrating item(s). The fire test shall be conducted with a minimum positive pressure differential of 0.01 inches of water column.
- D. Manufacturers of firestopping materials that are considered acceptable, provided they comply with these RFP documents, are among the following:
1. 3M
 2. Dow Corning Corporation
 3. Hilti, Inc.
 4. STI-SpecSeal
- A. Submit Material Safety Data Sheets (MSDS) to the Architect of record, building owner and General Contractor for each firestop product intended to be used.
- B. Submit product data to the Architect of record and building owner for all proposed fire stopping assemblies for review and approval prior to performing any coring.
- C. New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be firestopped where they penetrate new or existing building construction.
- D. Firestopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete firestop.
- E. Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.
- F. Select appropriate type or types of through penetration firestop devices or systems appropriate for each type of communications penetration and base each selection on criteria specified herein.
- G. Selected systems shall not be less than the hourly time delay ratings indicated in the Contract Documents for each respective fire-rated floor, wall, or other partition of building construction. Firestop for each type of communications penetration shall conform to requirements of an independent testing laboratory design drawing or manufacturer's approved modification when used in conjunction with details shown on the Drawings.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

- H. Perform all necessary coordination with trades constructing floors, walls, or other partitions of building construction with respect to size and shape of each opening to be constructed and device or system approved for use in each instance.
- I. Coordinate each firestop selection with adjacent Work for dimensional or other interference and for feasibility. In areas accessible to public and other "finished" areas, firestop systems Work shall be selected, installed, and finished to the quality of adjacent surfaces of building construction being penetrated.
- J. Use materials that have no irritating or objectionable odors when firestopping is required in existing buildings and areas that are occupied.
- K. Provide damming materials, plates, wires, restricting collars, and devices necessary for proper installation of firestopping. Remove combustible installation aids after firestopping material has cured.
- L. All firestops shall be installed in accordance with the manufacturer's instructions in order to maintain the specific rating assigned by the independent testing laboratory.
- M. Additional requirements for existing penetrations are as follows:
 - 1. Existing raceways, cable trays, and cabling that penetrate existing building construction shall be firestopped to the extent necessary to fill cavities that may exist between existing building construction and existing communications penetrations or existing conduit sleeve, and between existing conduits and existing conduit sleeve.
 - 2. Assemblies consisting of individual steel hat type restricting collars filled with intumescent type materials that completely surround communications penetration shall be used for nonmetallic raceways and cabling.
- E. If required by inspecting authorities:
 - 1. Expose and remove firestopping to the extent directed by inspecting authority to permit his or her inspection.
 - 2. Reinstall new firestopping and restore Work where removed for inspection.

LABELS

- A. All cables are to be individually labeled at each end. Labels shall be wrap around, non-smear type so that the print is covered by a clear tape. Labels are to be secured to the cable jacket within 18" from the cable jacket ends for each fiber cable.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

- B. Labels at the patch panel shall be self-adhesive type made to secure to a metal surface. Label print to be machine made, 3/16" high, bold type. Hand written labels are not acceptable.

PROHIBITED PRODUCTS

- A. Any materials that are considered to be unsafe to life or the environment, such as asbestos, lead paint, etc., are not to be used or installed.

HOUSEKEEPING

- A. The Contractor shall take all necessary precautions and provide all necessary protection and enclosures to insure that dust and debris created as a result of the installation does not get out of the work area and into other parts of the building(s). If the cleanup is not acceptable to the Village PM, the Village will have the option to hire a janitorial firm to properly clean the area and back charge the Contractor.
- B. The Contractor shall have on site a portable shop vacuum cleaner capable of cleaning up all debris and dust caused by the installation. All finished surfaces are to be kept clean of any installation debris and dust.
- C. The Contractor shall, at all times, keep the premises free from the accumulation of waste material and/or rubbish caused by their installation work. All waste material and/or rubbish shall be suitably and legally disposed of by the Contractor, at their expense, off the building site.
- D. The areas of work are to be cleaned of any and all installation dust and debris at the end of each day's work. Drop cloths are to be used to protect all furniture from damage, and surfaces are to be cleaned to their existing conditions.
- E. The Village PM must approve the use of a dumpster on site prior to placement by the Contractor. The Village's and/or the General Contractor's disposal containers are not to be utilized without authorization from the Village PM.
- F. The Contractor shall provide and maintain suitable barriers to regulate access, to assure public safety and to protect the work in progress.
- G. At the completion of the project, the Contractor shall: a) Remove all their waste materials and rubbish from and about the installation site; b) Remove all their tools, installation equipment and surplus materials; and c) Leave finished areas free of installation dust and non-finished areas broom clean.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

TELECOMMUNICATIONS GROUNDING AND BONDING

- A. This Contractor shall furnish and install the items listed for the Telecommunications Grounding and Bonding Infrastructure and as outlined in EIA/TIA-607. The Contractor will furnish and install the Telecommunications Grounding Busbar (TGB) and all conduits and pathways required for a complete installation of the infrastructure.
- B. Grounding system shall conform to the NEC, NESC and TIA/EIA-606 & 607 specifications. Approved ground systems are:
 - 1. Building entrance power ground.
 - 2. Building steel (the metal frame of the building itself).
 - 3. Building ground ring.
 - 4. Metallic power grounding electrode.
 - 5. Ground rod or pipe.
- C. Grounding to a metallic water pipe connected to a utility water distribution system shall not be allowed without prior approval from the Villager PM.
- D. All bonding conductors and connectors shall be listed for the purpose intended and approved by a Nationally Recognized Testing Laboratory (NRTL).
- E. Bonding conductors should not be placed in ferrous metallic conduit. If required, then conductors will be bonded to conduit at both ends.
- F. All grounding and bonding conductors shall be insulated (green color) and copper. The bonding conductors shall be sized as indicated on the design documents. The minimum bonding conductor size shall be a #6 AWG.
- G. All racks 489 Protector Units and cable shields are to be grounded.
- H. Where applicable cable shields shall be grounded at both ends and at any floor in which pairs leave the cable sheath. Cable shields shall be bonded to an approved ground.
- I. Bonding conductors shall be routed with minimum bends or changes in direction.
- J. Bonding conductors shall be made directly to the points being bonded, avoiding unnecessary connections or splices.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

TELECOMMUNICATIONS ELECTRICAL PROTECTION

- A. Electrical protection shall be provided for cables that are subject to lightning, power contact, ground potential rise, or induction. Unless indicated otherwise, all copper circuits between each building shall be provided with an entrance cable protector panel. All building-to-building circuits shall be routed through this protector. Each protector panel shall be provided with plug-in protector modules for each pair terminated on the chassis. This contractor shall furnish and install the specified protection panel and modules.
- B. All protector panels shall be grounded with a #6 AWG insulated (green color) copper bonding conductor between the protector ground lug and the TC ground point (TGB or TMGB).
- C. If a Telecommunication Grounding Busbar (TGB or TMGB) is not available, protector panels shall be grounded to an Village approved ground by the straightest and shortest pathway.
- D. All grounding attachments shall be properly tagged and labeled in accordance with TIA/EIA-606.

CABLING STANDARDS AND CODES

- A. All cabling is to be installed according to the latest EIA/TIA-568 and 569 standards and the latest BICSI proposed installation procedures as outlined in Telecommunications Distribution Methods Manual and Telecommunications Cabling Installation Manual. See Part 1 of this section for additional references.
- B. All work and materials shall be in accordance with the National Electric Code (Latest Edition), Federal, State and local codes and all other bodies having jurisdiction with the installation practice. Compliance with the requirements of applicable laws, codes, regulations and ordinances shall not be construed as waiving any part of the drawings, Bid documents and/or specifications which may be in excess of the requirements set forth. If, in the opinion of the Contractor, any part of the drawings, Bid documents and/or specifications does not comply with the above mentioned laws, codes, regulations and/or ordinances, the matter shall be referred to the attention of the Village PM for a decision before proceeding with that portion of the work.
- C. The placement and wall mounting of all items requiring servicing, maintenance, and/or observation shall be placed with direct access from the floor without the use of a step, ladder, or the like.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

CABLING SYSTEM INSTALLATION

- A. Receive, check, unload, handle, store, and adequately protect equipment and materials to be installed as part of the contract. Store in areas as directed by the Village's representative. Include delivery, unloading, setting in place, fastening to walls, floors, ceilings, or other structures where required, interconnecting wiring of system components, equipment alignment and adjustment, and other related work whether or not expressly defined herein.
- B. Install materials and equipment in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local authorities having jurisdiction, and National Electrical Code® (NEC) and with manufacturer's printed instructions.
- C. Adhere to manufacturer's published specifications for pulling tension, minimum bend radii, and sidewall pressure when installing cables.
 - 1. Where manufacturer does not provide bending radii information, minimum-bending radius shall be 10 times cable diameter for indoor cables and 15 times cable diameter for outdoor cables. Arrange and mount equipment and materials in a manner acceptable to the engineer and the Village.
 - 2. Contractor is responsible for insuring that the maximum tensile load and or pulling tensions do not exceed that specified by the manufacturer of the cable to be installed and shall include all additional pull boxes, junction boxes, equipment and lubrication for a proper installation.
 - 3. Tie wraps are to be hand tightened on cables or cable bundles and are not to deform the cable jacket or crimp the sheath. Where additional pressure is required to support the cable, kellums or cable grips are to be used.
- D. Penetrations through floor and fire-rated walls shall utilize intermediate metallic conduit (IMC) or galvanized rigid conduit (GRC) sleeves and shall be firestopped after installation and testing, utilizing a firestopping assembly approved for that application.
- E. Installation shall conform to the following basic guidelines:
 - 1. Use of approved wire, cable, and wiring devices.
 - 2. Neat and uncluttered wire termination.

CABLE ROUTING AND MANAGEMENT

- A. Primary cable routes are to be coordinated with the Village PM for approval prior to installation.
 - 1. Upon entering the termination rooms, the cables are to be well supported using radius drops and cable runway.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

- B. Any portion of the cabling system considered to be exposed to potential damage by the Village PM shall be protected utilizing innerduct or some other type of raceway as part of the original contract.
- C. Cable rings utilized for cable management and/or routing shall not have a diameter larger than 2". All management rings and hooks shall not exceed 75% of their capacity.
- D. Velcro straps are to be utilized to manage cable within wiring closets and cabinets. Plenum rated plastic cable ties may be utilized to secure cable in plenum areas. Over tightened tie wraps causing cable jacket deformation will not be accepted by the Village PM.
- E. All cabling is to be routed parallel to structural walls.
- F. The routing of all fiber optic cable above any accessible ceiling shall be properly managed and independently supported above the ceiling support system. Management rings and/or "J" hooks are to be mounted to the building walls and permanent building structure with suitable attachments and the cables are to be routed within these management devices. The management rings and/or "J" hooks are to be spaced within four (4) feet of each other to prevent cable bundle droop in excess of 8" from parallel between supports. If the cables cannot be kept within the specified droop, additional supports are to be added.
- G. Cables not indicated within the design documents as being spliced, are not to be spliced or extended by any means without written approval of the Village PM.
- H. Support riser cables on every floor and at top of run with cable grips.

CABLE TERMINATION

A. Fiber Optic Cable:

- 1. "LC" type small form factor end connectors are to be used for installation. All connectors are to be of the same type and manufacturer. Refer to the products section of this specification for additional information
- 2. The Contractor shall refer to the manufacturer's recommended procedure for terminating the connector.

B. Telephone Trunk Cable:

- 1. Cable pairs are to be terminated onto 66-Style Wiring Blocks at each end in the standard twenty-five pair breakout.
- 2. The twist of each pair shall remain natural to final termination. Person terminating is not to add twist to the pairs after the jacket has been removed.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

3. Contractor shall refer to the manufacturer's recommended procedure for terminating.

COOPER AND FIBER CABLE SYSTEM FIELD TESTING

- A. Cables are to be tested after the installation is complete. If for any reason, a drop location raceway and/or faceplate are removed for additional work of any nature, the drop location is to be re-tested if previously tested. All cables associated with the drop location are to be re-tested. The cost of re-testing is the responsibility of the Contractor.
- B. Test result documentation
 1. Each test result shall indicate the cable number, test date and tester name. All test results are to be submitted to the Village PM in a neat, clean and orderly nature within a three ring binder. The test sheets are to be divided by panel and in numeric order. Dividers are to be placed between each panel's test sheets.
 2. No hand written test results will be accepted by the Village PM.
 3. Test results saved within the field-test instrument shall be transferred into a Windows™-based database utility that allows for the maintenance, inspection and archiving of the test records. These test records shall be uploaded to the PC unaltered, i.e., "as saved in the field-test instrument". The file format, CSV (comma separated value), does not provide adequate protection of these records and shall not be used.
 4. The test results documentation shall be available for inspection by the Village or the Village's representative during the installation period and shall be passed to the Village's representative within 5 working days of completion of tests on cabling served by a telecommunications room or of backbone cabling. The installer shall retain a copy to aid preparation of as-built information.
 5. The database for the complete project, including twisted-pair copper cabling links, shall be stored on a media device and delivered to the Village. This shall include the software tools required to view, inspect, and print any selection of the test reports.
 6. Circuit IDs reported by the test instrument should match the specified label ID.
 7. The detailed test results documentation data is to be provided in an electronic database for each tested copper pair or optical fiber and shall contain the following information (Refer to the applicable cable type testing section for additional information):

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

- a. The identification of the customer site as specified by the end-user
- b. The identification of the link in accordance with the naming convention defined in the overall system documentation
- c. The overall Pass/Fail evaluation of the link-under-test
- d. The name of the standard or the test limit selected to execute the stored test results
- e. The cable type and the value of NVP used for length calculations
- f. The date and time the test results were saved in the memory of the tester
- g. The identification of the tester interface
- h. The name of the personnel performing the test
- i. The manufacturer, model and serial number of the field-test instrument
- j. The version of the test software and the version of the test limit database held within the test instrument.
- k. The fiber identification number
- l. Test results to include OLTS attenuation link and channel measurements at 850 nm and 1300 nm for multimode cabling (difference between the measured attenuation and the test limit value).
- m. The overall Pass/Fail evaluation of the link-under-test for OLTS measurements.

CATEGORY-3 TWISTED PAIR CABLE SYSTEM FIELD TESTING

A. Test Parameters:

1. Each Category-3 voice cable installed shall be tested and a test result printout sheet shall be furnished at the completion of the project.
2. The test shall be performed after the final cable and device termination has been completed and the faceplate installed. The test shall be of the "Basic Link" from completed end to completed end.
3. The test shall be conducted utilizing a scanner that will generate a swept frequency 1-16 MHz (or higher) megahertz signal on all pairs of the cable and test each pair of the cable for:
 - a. Continuity
 - b. Length.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

4. Each test result shall indicate the cable number, test date and tester name. All test results are to be submitted to the Village PM in a neat, clean and orderly nature within a three ring binder. The test sheets are to be divided by termination panel and in numeric order. Dividers are to be placed between each panel's test sheets.
5. No hand written test results will be accepted by the Village PM.

FIBER OPTIC CABLE FIELD TESTING

A. General:

1. Cables are to be tested after the installation is complete. If for any reason, the cable is accessed for additional work of any nature, the cable is to be re-tested if previously tested. The cost of re-testing is the responsibility of the Contractor.
2. Every fiber optic cabling link in this project shall be tested in accordance with the field test specifications defined by the Telecommunications Industry Association (TIA) standards ANSI/TIA/EIA-568-B.1, "Commercial Building Telecommunications Cabling Standard, Part 1, General Requirements", and TIA/EIA TSB140, Additional Guidelines for Field-Testing Length, Loss and polarity of Optical Fiber Cabling Systems."

B. Fiber Optic Test Performance:

1. Three tiers of certification are available that vary in thoroughness of infrastructure analysis.
 - a. Tier 1: optical loss testing.
 - b. Tier 2: optical loss and OTDR testing.
 - c. Tier 3: optical loss and OTDR testing and magnified endface inspection.
 - i. Tier-1 Testing shall be performed on this project.**
2. Optical loss testing (Tiers 1, 2 and 3).
 - a. Backbone link: The backbone link shall be tested bi-directionally at both operating wavelengths to account for attenuation deltas associated with wavelength.
 - i. Multimode backbone links shall be tested at 850 nm and 1300 nm in accordance with ANSI/EIA/TIA-526-14A, Method B, One Reference Jumper or the equivalent method.
 - ii. Singlemode backbone links shall be tested at 1310 nm and 1550 nm in accordance with ANSI/TIA/EIA-526-7, Method A.1, One Reference Jumper or the equivalent method.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

3. OTDR Testing (Tiers 2 and 3).

- a. Backbone, horizontal and centralized links shall be tested at the appropriate operating wavelengths for anomalies and to ensure uniformity of cable attenuation and connector insertion loss.
 - i. Backbone multimode: 850nm and 1300nm
 - ii. Backbone singlemode: 1310nm and 1550nm
- b. Each fiber link and channel shall be tested in one direction.
- c. A launch cable shall be installed between the OTDR and the first link connection. The launch cable shall be approximately 100m (328ft) in length and of the same fiber type as the link under test.
- d. A receive cable shall be installed after the last link connection. The receive cable shall be at least 25m (82ft) in length and of the same fiber type as the link under test.
- e. Reflective events (connections) exceeding 0.75 dB shall be identified recorded and remedied to be less than 0.75 dB.
- f. Non-reflective events exceeding 0.3 dB shall be identified recorded and remedied to be less than 0.3 dB. . Non-reflective events shall only be accepted for splices along the cabling. There shall be no losses acceptable for cable bends.

4. Magnified Endface Inspection (Tier 3).

- a. Fiber connections shall be visually inspected for endface quality. High loss and reflectance can result from improperly terminated, poorly polished or dirty connectors.
- b. Fibers shall be inspected at 250X or 400X magnification. 250X magnification is suitable for inspecting multimode and singlemode fibers. 400X magnification may be used for detailed examination of singlemode fibers.
- c. Scratched, pitted or dirty connectors shall be diagnosed and corrected.
- d. The endface image shall be saved and included in the test documentation package.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

ADDITIONAL SERVICES

Alternate #1 – Demo/removal of existing cable plant:

The Village is requesting alternate pricing to the base bid for demo/removal of the existing cable plant that is being replaced with this new cabling system. This scope of work is detailed on drawing TD5.00 in Section III and will be performed at the completion of the Data/Voice Backbone Cabling Renovations Project. It is estimated that this alternate scope of work will take place within the month of September 2013 and will require re-mobilization efforts by the contractor.

SPECIAL CONDITIONS AND REQUIREMENTS

Please refer to Technical Specifications and Plans as outlined in Section IV – Technical Plans and Specifications (under separate cover).

BID SUBMISSION

Please provide a bid price on the Bidders Summary Sheet located in Section II.

SUBMISSION OF PRICING PROPOSAL

By submitting a response, the contractor affirms that they have had ample time and opportunity to explore and investigate the pathways and sites, review the design documents and understands the requirements for bidding and installing the specified Cabling System and has included the labor and materials required for the complete system in their Bid response

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

GENERAL PROVISIONS

Contract – The Additional Information section includes a sample 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/goods/services performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Resident Inspector – Ellen Baer, Assistant Village Manager, Frank Stec, Director Parks and Building Maintenance, Norm Johnson or his designee, Pat Callahan GC Studio 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 substantially complete on or before July 1, 2013 and final completion by July 17, 2013. Liquidated damages shall be assessed for and after July 17, 2013 if the work is not complete..

Should the Contractor neglect, refuse, or fail to complete the work under the contract by July 17, 2013, 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 \$1,500.00 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:

- Name and address of contractor
- Purchase order number
- Dates of service

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

- Previous retainage to date
- Current invoice amount
- Invoices from subcontractors
- Lien Waivers from subcontractors
- Certified Payrolls
- Current retainage
- Total retainage amount including current invoice

The Village has the right to request photocopies of cancelled checks from the Contractor to his subcontractors, manufacturers, and suppliers, etc. All applicable Lien Waivers and certified payrolls 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% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

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
Franklin Loebe Center
Data/Voice Cabling Renovations
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 (<http://www.state.il.us/agency/idol/rates/rates.HTM>) 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 Clerk. 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 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.

The bidder shall also specify any guarantees or warranties which are available for purchase by the Village and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as may be appropriate.

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 are specified. Alternate equipment and or material other than those outlined within this packet will need to be specified with a cut sheet within the contractor's bid. If for any reason and at the sole discretion of the Village of Orland Park any alternate equipment and or materials are deemed to be unacceptable the entire bid maybe disregarded.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

Indemnification - The selected contractor 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 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.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

BID SUBMISSION REQUIREMENTS

Bidder must submit four (4) complete, sealed, signed and attested copies of the bid, two (2) of which shall be a complete bound copies and two (2) 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 copies).

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 equipment/materials/items to be delivered, 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.

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.

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.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

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 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 bidder.** By signing this form, the bidder is certifying that in the event the bidder does not already have the required insurance coverages in place, that the bidder has checked with their insurance carrier and verified that the coverages 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 coverages 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 coverages the bidder currently has in force.

Upon award of the contract, 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 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 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.

VILLAGE OF ORLAND PARK, ILLINOIS
Franklin Loebe Center
Data/Voice Cabling Renovations
INVITATION TO BID

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, goods/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
Franklin Loebe Center
Data/Voice Cabling Renovations
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.

By submitting its bid, the bidder agrees to furnish, upon request from the Village, all information (including a list of subcontractors and suppliers and their prices) reasonably necessary for analysis. Furthermore, the Village may request that the bidder show, in detail, the kinds, quantities, and prices of direct material and direct labor used to develop prices/costs submitted in the bid. In addition, the Village reserves the right to request and receive information explaining the estimating process, including the judgmental factors and methods used to project from known data, and the contingencies used. The Village may require the bidder to show how it computes and applies indirect costs, and to show trend and budgetary data.

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
Franklin Loebe Center
Data/Voice Cabling Renovations
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: **Franklin Loebe Center Data/Voice Backbone Cabling Renovations - Bid**, in the lower left hand corner.
- Bid - Bidder must submit **four (4) complete, sealed, signed and attested copies of the bid, two (2) of which shall be a complete bound copy and two (2) of which shall be a complete, identical, unbound copies 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 copies). 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
 - 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

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: \$ _____

Alternate #1:

The Village is requesting alternate pricing to the base bid for demo/removal of the existing cable plant that is being replaced with this new cabling system. This scope of work is detailed on drawing TD5.00 in section III and will be performed at the completion of the Data/Voice Backbone Cabling Renovations Project. It is estimated that this alternate scope of work will take place within the month of September 2013 and will require re-mobilization efforts by the contractor.

Alternate #1 Price \$ _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

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 _____, 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 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 _____, 2013.

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 _____, 2013.

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 _____, 2013.

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 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 – EXHIBITS/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
VILLAGE OF ORLAND PARK
(Contract for Small Construction or Installation Project)

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 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:

(hereinafter referred to as the “WORK”) as described in the VILLAGE’S Project Manual (Bid Documents) 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 amounts for the

WORK:

Unit Prices (if any):

_____	_____
_____	_____
_____	_____

Alternates chosen:

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.

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

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: _____

**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 _____ (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/maintenance 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 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 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 1, 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.

EXHIBIT 1

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