

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Thursday, March 13, 2014

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS

2014 Road Improvement Program

The Village of Orland Park, Illinois will receive sealed proposals until 11:00 A.M. on the 27th day of March, 2014, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for 2014 Road Improvement Program. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

The improvements on which proposals are requested will require the following construction: Street resurfacing, storm sewer, curb, sidewalk, and paving improvements on various roadways in the Village of Orland Park.

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 on the Village's website www.orlandpark.org.

No proposal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading proposals. Each proposal 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 proposal, as a guarantee that the successful proposer 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 proposals or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter proposals.

The successful proposer shall be required to comply with the provisions of all State of Illinois and federal laws concerning public works projects as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission. 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: JOHN C MEHALEK
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

REQUEST FOR PROPOSALS

2014 Road Improvement Program

ISSUED

Thursday, March 13, 2014

PROPOSALS DUE

Thursday, March 27, 2014
11:00 A.M.

VILLAGE OF ORLAND PARK, ILLINOIS
2014 Road Improvement Program
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**VILLAGE OF ORLAND PARK, ILLILNOIS
2014 Road Improvement Program
REQUEST FOR PROPOSALS**

I. INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park (“Village”) is requesting proposals from interested parties for the 2014 Road Improvement Program. See the Plans and Specifications prepared by the Village Public Works Department for details on the Project. Proposals must include a list of services, equipment and goods to be provided in accordance with the following requirements.

Proposals must be submitted no later than **11:00am, local time, on Thursday, March 27, 2014**. No consideration will be given to proposals received after the above stated date and time. Proposers must submit two (2) complete, signed and attested copies of the proposal, and one (1) complete, identical unbound copy of the proposal labeled: **Village of Orland Park - 2014 Road Improvement Program- RFP** and addressed to:

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

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

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

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

**Rich Rittenbacher
Village of Orland Park
15655 S. Ravinia Avenue
Orland Park, Illinois 60462
Email: rrittenbacher@orland-park.il.us
Fax: 708-403-8798**

by noon on Friday, March 21, 2014. No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the site or become

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familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto.

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

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

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

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REQUIREMENTS OF PROPOSAL

Scope of Services

The Village of Orland Park, Illinois is requesting proposals from qualified contractors for street resurfacing, storm sewer, curb, sidewalk, and paving improvements on various roadways in the Village of Orland Park as shown on the *2014 Road Improvement Program Plan Set* accompanying this proposal.

Special Conditions

All work shall be performed in accordance with the latest editions of the following: Illinois Department of Transportation “Standard Specifications for Road and Bridge Construction” along with the latest edition of “Supplemental Specifications and Recurring Special Provisions” (collectively the “SSRBC”), the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Standard Specifications for Water and Sewer Main Construction in Illinois.” Section III contains additional specifications, which must also be adhered to (where applicable), in the form of:

- Special Provisions
- RIP Construction Details

Additionally, the contractor shall submit a construction schedule prior to starting any work, and shall submit weekly progress reports until all work is completed.

The form of proposal included with this RFP in Section II must be completed in full and signed by an officer with authority to execute contracts. All documents in Section II must be completed and submitted with the proposal.

Qualifications

All proposers shall be authorized to bid on state highway lettings and included on the current Illinois Department of Transportation list of pre-qualified bidders.

Proposers shall provide a list of three (3) projects completed by the contractor utilizing the materials, equipment, and construction methods specified in this proposal. This list shall contain the following information for each of the projects:

1. Project Location
2. Owner of project
3. Owner’s representative, address and telephone number
4. Description of work performed, including materials and equipment
5. Total cost of the project
6. Date of completion

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Proposers grant Village permission to use this information to contact references and ask questions regarding prior work performance. Information gained from proposer's references will be used by the Village to further evaluate the proposer's qualifications.

The contract, if awarded, may not be transferred or assigned by the Proposer.

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GENERAL PROVISIONS

Contract

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

The work to be performed by the successful proposer shall be complete, except sodding, on or before October 15, 2014. Liquidated damages shall be assessed daily after October 15, 2014 if the work is not complete.

Should the Contractor neglect, refuse, or fail to complete the work under the contract by October 15, 2014, and in view of the difficulty of estimating with exactness the damages caused by such delay, the Village will have the right to charge the Contractor 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. This amount shall be calculated as shown in the ***Schedule of Deductions for Each Day of Overrun in Contract Time***, per ***Article 108.09: Failure to Complete the Work on Time*** of the ***Illinois Department of Transportation Standard Specifications for Road and Bridge Construction*** in its latest edition.

Length of 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.

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

Please provide a Total Cost on the Proposal Summary Sheet located in Section II and unit prices and extended amounts for each item, on the Unit Price Sheet also located in Section II.

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

Invoices for payment must be approved by the Director of Infrastructure Maintenance. Ten percent (10%) of the amount due will be retained from payments for completed work. Additional amounts, determined by the Director of Infrastructure Maintenance may be withheld, until final acceptance is given. The retained amount will be authorized for payment only after all work is accepted as complete and satisfactory by the Director of Infrastructure Maintenance.

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

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

Incurred Costs

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

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Confidentiality

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

Assignment

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

Compliance with Laws

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

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

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

Not less than the Prevailing Rate of Wages as found by the Village of Orland Park or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of

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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 Park Development Services Department, as may be required by Village code.

Insurance Requirements

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

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

Indemnification

The Proposer shall indemnify and hold the Village, its trustees, officers, agents and employees harmless from all liability, claims, liens, losses, or causes of action for property damage, personal injury or death, or other damages, judgments, costs, damages and expenses of whatsoever kind including reasonable attorneys' fees and costs, which may in any way be suffered by the Village or any of its trustees, officers, agents or employees, or which may accrue against or be charged to or recovered from the Village or its trustees, officers, agents or employees by reasons of or in consequence of the Concession granted, as aforesaid, or which arise out of or are founded upon the activities or operations of Proposer; or for on account of any act or omission by Proposer or by any employee, agent, or representative of Proposer's in or about the concession. Proposer shall defend all such claims in the name of the Village and shall pay for all reasonable attorney's fees and expenses of the Village incurred as a result thereof.

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PROPOSAL SUBMISSION REQUIREMENTS

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

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

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

Certifications

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

Insurance

Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II. Proposers must sign and submit with the proposal, the Insurance Requirements page, as recognition of the insurance coverages and amounts (hereinafter referred to as "coverage(s)") that will be required to be in place before the commencement of any work by the successful proposer.

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

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

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

Proposal Deposit

Each proposal must be accompanied by a proposal 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 proposal price. As soon as the proposal prices have been compared, the Village will return the deposit of all except the three lowest proposers.

Payment and Performance Bond

When the Contract is executed with the final successful proposer, the remaining deposits of the unsuccessful proposers will be returned or otherwise caused to be cancelled. The proposal deposit of the successful proposer 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 proposer to timely provide the Payment and Performance Bonds and Certificate of Insurance, the Village may at its option, declare the proposer in default of the Contract, in which case the proposal deposit accompanying the proposal shall be forfeited to, and shall become the property of the Village. The Village may elect either to accept the next lowest responsible proposal, or re-advertise for new proposals 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.

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EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, financial responsibility of the proposer, responsiveness to the specifications, the experience of the Village and other purchasers with the proposer, and additional factors deemed relevant. The Village of Orland Park retains the right to refuse any and all proposals.

Negotiations

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

Award

Award of the contract is subject to Village of Orland Park Board approval. The Village award will be made within sixty (60) days after the date of the proposal opening, or any mutually agreed extension thereof.

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PROPOSAL SUBMITTAL CHECKLIST

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

- Proposal Envelope - Addressed to the Village of Orland Park, Village Clerk's Office, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 and labeled: **Village of Orland Park – 2014 Road Improvement Program - RFP**, in the lower left hand corner.
- Proposal - Proposer must submit two **(2) complete, signed, and attested bound copies of the proposal and one (1) complete, identical, unbound copy of the proposal** and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall have forms with original signatures.
- Information and narratives as requested in the **PROPOSAL SUBMISSION REQUIREMENTS** section of the RFP.
- Proposal Deposit for 10% of total proposed amount
- All forms completed from Section II:
 - Proposal Summary Sheet
 - Unit Price Sheet
 - Business Organization
 - Certificate of Eligibility to Enter into 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 PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET
2014 Road Improvement Program

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

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

FEIN #: _____

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

E-mail Address: _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

TOTAL PROPOSAL PRICE: \$ _____

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

UNIT PRICE SHEET
2014 Road Improvement Program

Orland Park Street Resurfacing, Storm Sewer, Curb, Sidewalk, and Paving Improvements

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications on file in the office of the Owner as designated in the Request for Proposal, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the 2014 Road Improvement Program - street resurfacing, storm sewer, curb, sidewalk, and paving improvements.

No	Item	Quant	Unit	Unit Price	Amount
1	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	25,200	s.f.		
2	DETECTABLE WARNINGS	1,184	s.f.		
3	SIDEWALK REMOVAL	23,950	s.f.		
4	COMBINATION CONCRETE CURB AND GUTTER,TYPE M-2.12	9,520	l.f.		
5	COMBINATION CONCRETE CURB AND GUTTER,TYPE B-6.12	510	l.f.		
6	COMBINATION CURB AND GUTTER REMOVAL	10,030	l.f.		
7	CONCRETE SLAB RAISING	500	s.f.		
8	SHOTCRETE CURB & GUTTER REPAIR	2,604	l.f.		
9	P.C.C. DRIVEWAY REMOVAL & REPLACEMENT, 6"	350	s.f.		
10	H.M.A. DRIVEWAY REMOVAL & REPLACEMENT, 3"	144	s.y.		
11	BRICK DRIVEWAY REMOVAL & REPLACEMENT	50	s.f.		
12	IMPRINTED COLORED PCC DRIVEWAY REMOVAL & REPLACEMENT	40	s.f.		
13	IMPRINTED COLORED HMA DRIVEWAY REMOVAL & REPLACEMENT	5	s.y.		
14	WASHOUT BASIN	3	ea.		
15	EARTH EXCAVATION	2,080	c.y.		
16	HOT-MIX ASPHALT SURFACE REMOVAL, 4 1/2"	74,200	s.y.		
17	BITUMINOUS MATERIALS (PRIME COAT)	7,440	gal.		
18	CLASS D PATCHES- VARIOUS TYPES	14	ton		
19	CLASS D PATCHES- VARIOUS TYPES- OFFSITE	1,500	ton		
20	AGGREGATE BASE COURSE, TYPE B	32	ton		
21	PREPARATION OF BASE	10,680	s.y.		
22	AGGREGATE BASE REPAIR	3,400	ton		
23	AGGREGATE FOR TEMPORARY ACCESS	240	ton		
24	TRENCH BACKFILL, CA-6	36	ton		
25	TRENCH BACKFILL, CA-7	86	ton		
26	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	12,880	ton		
27	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	8,480	ton		

No	Item	Quant	Unit	Unit Price	Amount
28	SEEDING, CLASS 1A (& TOPSOIL)	370	s.y.	_____	_____
29	EROSION CONTROL BLANKET	370	s.y.	_____	_____
30	SODDING (& TOPSOIL)	1,880	s.y.	_____	_____
31	INLET FILTERS	139	ea.	_____	_____
32	PIPE UNDERDRAINS FABRIC LINED TRENCH, 6"	890	l.f.	_____	_____
33	CATCH BASINS, TYPE C, FRAME & LID	2	ea.	_____	_____
34	FRAMES AND LIDS TO BE ADJUSTED (STEEL RING)	2	ea.	_____	_____
35	MANHOLES TO BE ADJUSTED	64	ea.	_____	_____
36	MANHOLES TO BE RECONSTRUCTED, BLOCK	4	ea.	_____	_____
37	MANHOLES TO BE RECONSTRUCTED, CONE SECTION	1	ea.	_____	_____
38	MANHOLES TO BE RECONSTRUCTED, FLAT SLAB TOP	1	ea.	_____	_____
39	MANHOLE TO BE MORTARED	67	ea.	_____	_____
40	DETECTOR LOOP, TYPE I	200	l.f.	_____	_____
41	TRAFFIC CONTROL AND PROTECTION, SPECIAL	1	l.s.	_____	_____
42	THERMOPLASTIC PAVEMENT MARKING- LETTERS & SYMBOLS	73	s.f.	_____	_____
43	THERMOPLASTIC PAVEMENT MARKING- LINE 4"	70	l.f.	_____	_____
44	THERMOPLASTIC PAVEMENT MARKING- LINE 6"	3,580	l.f.	_____	_____
45	THERMOPLASTIC PAVEMENT MARKING- LINE 24"	115	l.f.	_____	_____

TOTAL AMOUNT

\$ _____
(Enter this amount as Total Proposal Price on Proposal Summary Sheet)

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project

Proposer/Contractor:

Firm Name: _____

Signed: _____

Title: _____

Dated: _____

An optional version of the Unit Price Sheet is available in EXCEL and may be substituted for this sheet. It can be downloaded from our website www.orlandpark.org under Bids & RFPs or you may contact Denise Domalewski at ddomalewski@orland-park.il.us to obtain a copy.

NPDES CONTRACTOR CERTIFICATION

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR40) that authorizes the storm water discharges associated with municipal activity from the construction site identified as part of this certification.

Project: 2014 Road Improvement Program

NPDES Permit #: ILR400414

Name of Contracting Firm

Printed Name & Title

Contractor's Signature

Street Address

City, State, Zip Code

Phone Number

Trade/Responsibilities

BUSINESS ORGANIZATION:

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

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

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

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

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

_____ (Corporate Seal)
Business Name

_____ Signature _____ Print or type name

_____ Title _____ Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

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

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

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This ____ Day
of _____, 2014.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

DATE: _____

Subscribed and Sworn To
Before Me This ____ Day
of _____, 2014.

Notary Public

**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 _____, 2014.

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.

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

- ___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).

By: _____
Officer or Owner of Company named above

Subscribed and Sworn To
Before Me This ____ Day
of _____, 2014.

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 proposal 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.

Name of A&T Program _____

Brief Description of Program: _____

By: _____

Title: _____

Subscribed and Sworn To
Before Me This _____ Day
of _____, 2014.

Notary Public

REFERENCES

Submit a list of three (3) projects completed by the contractor utilizing the materials, equipment, and construction methods specified in this proposal. Please include all of the following information for each of the projects:

Project name: _____

Project location: _____

Owner: _____

Owner's Representative: _____

Address: _____

Telephone number: _____

Description of work: _____

Total cost of the project: _____ Date of completion: _____

Project name: _____

Project location: _____

Owner: _____

Owner's Representative: _____

Address: _____

Telephone number: _____

Description of work: _____

Total cost of the project: _____ Date of completion: _____

Project name: _____

Project location: _____

Owner: _____

Owner's Representative: _____

Address: _____

Telephone number: _____

Description of work: _____

Total cost of the project: _____ Date of completion: _____

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)

\$5,000,000 – Each Occurrence
\$5,000,000 – 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 _____, 2014

Signature

Printed Name & Title

Authorized to execute agreements for:

Name of Company

III – ADDITIONAL INFORMATION

SPECIAL PROVISIONS

DETECTABLE WARNINGS

Description: This work shall conform to Section 424 of the Standard Specifications, with the following restriction.

Materials: Detectable warnings shall be a prefabricated system. The color shall be red unless otherwise specified. Typically, one 24"x48" prefabricated pad shall be centered across the sidewalk. Two mechanically joined 24"x24" pads may be substituted if the larger size is not available from the manufacturer. Where applicable, a curved detectable warning plate(s) shall be used if available from the manufacturer. The following products are approved for use under this contract.

Duralast® Detectable Warnings- Powder Coated Brick Red

East Jordan Iron Works

P.O. Box 439

East Jordan, MI 49727

Tel 800-874-4100

Fax 213-536-4458

www.ejiw.com

CONCRETE SLAB RAISING

Description: This work shall consist of boring/ drilling holes in concrete flat work, pumping cementitious grout slurry under pressure through the holes to raise the flat work elevation, patching the holes, and all appurtenances for raising existing concrete slabs to their original elevation, and filling the void between the bottom of the existing concrete slab and the subgrade. The work described shall include all materials, equipment, supplies, tools, labor, and incidentals necessary to complete the concrete slab raising and void filling in a neat and workman-like manner.

Materials: All materials (and equipment) for this work shall at all times be mobile and not stored in the roadway or walk area.

Materials used to make the Cement Slurry Mixture and the Hole Repair Mixture shall be thoroughly blended using a continuous mixer. All materials shall be metered for precise mix design to assure consistent quality control. These mixtures shall contain enough potable water to form a workable consistency having three (3) to six (6) inches slump. Once mixed, material shall be utilized within one hour and may not be retempered unless approved by the Engineer.

Cement Slurry Mixture: The slurry mixture used for raising concrete slabs shall be composed of lime, sand, ground clay, Portland Cement (Type 1A conforming to A.S.T.M. C150), and fly ash in the following proportions by volume:

Lime/Fly Ash mixture passing #50 sieve 100%	27%
Sand passing #4 sieve 100%	15%
Ground Clay passing #4 sieve 100%	50%
Portland Cement	8%

Hole Repair Mixture: The slurry mixture used for patching the holes in concrete slabs shall be composed of Mason Sand and Portland Cement (Type 1A conforming to A.S.T.M. C150) in the following proportions by volume:

Mason Sand	70%
Portland Cement	30%

Equipment: Mixing equipment shall meet or exceed Standards of Calibration as set forth by the Volumetric Mixer Manufacturer Bureau (VMMB), and conform to ASTM 685 and ACI 304.6. This equipment shall be a self-contained continuous mixer capable of carrying all water, cement, clay and other materials needed for the job site, and rated for a minimum of 800 psi.

Construction Requirements: The Contractor is responsible for utility locating in all Slab Raising work areas. Caution shall be used to perform all requirements of this work without damage to landscaping, sprinkler systems, driveways, or other adjacent areas. If damaged, the Contractor will be responsible for any necessary repairs within seven (7) working days. The Contractor shall have a thorough and systematic clean-up operation following closely behind the construction work. He shall remove and properly dispose of all dirt and debris resulting from the execution of the work.

General procedure of work:

1. The Contractor shall drill holes by whatever means convenient to him, however Contractor will exercise caution to prevent cracking of the concrete slab in which the hole is being drilled. The hole size shall be a minimum of one inch (1") up to a maximum of two inches (2") in diameter. The holes shall be uniformly spaced as necessary to assure complete contact of the slurry mixture between the holes.
2. If required, saw cuts will be made along existing joints to ensure free movement of the slab to be raised.
3. Concrete slabs shall be raised to an elevation meeting the adjacent ground as directed by the Engineer.
4. Raised slabs shall be thoroughly scraped and swept prior to hole patching. Holes shall not be cleaned out and patched until the slurry that was pumped has been allowed to stabilize.
5. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls. Prior to placement of the Hole Repair Mixture, the surface around the holes shall be dampened. Holes shall be filled flush with the existing surface and finished to match existing as close as possible.

Method of Measure: CONCRETE SLAB RAISING shall be measured for payment in place and the area computed in square feet.

Basis of Payment: This work will be paid for at the contract unit price per Square Foot for CONCRETE SLAB RAISING.

SHOTCRETE CURB & GUTTER REPAIR

Description: This work shall consist of removing deteriorated sections of concrete curb (combination curb & gutter) and replacing with high performance shotcrete. This item shall also include removing the top portion of a curb and replacing with high performance shotcrete to provide a depressed ADA compliant curb profile at sidewalks or driveways. This work shall be performed at the locations shown on the plans or as directed by the Engineer.

Contractor Qualifications: The shotcrete contractor and the shotcrete nozzleman shall have a minimum of three (3) years experience repairing concrete with the shotcrete method. The contractor shall submit a list of 3 projects within the past 10 years in which this type of curb repair was successfully completed using the specified materials and equipment. This list shall be submitted to the Engineer at the preconstruction meeting and shall contain the following information for each of the projects:

1. Project name
2. Owner of project
3. Owner's representative, address and telephone number
4. Description of work performed, including materials and equipment
5. Total cost of the project
6. Date of completion

Materials: All materials (and equipment) for this work shall at all times be mobile and not stored in the roadway or walk area.

All material shall conform to the requirements of the Standard Specifications. The mixture shall consist of the following: 3.5 parts natural sand FA2; 1 part Type I Portland cement; a prepackaged dry concentrate consisting of condensed silica fume, water reducers, super plasticizers, air-entrainment, and finishing aids; and water as specified in Section 1002.01. A prepackaged mixture including the sand and cement may be substituted, but must be specifically designed for use in high performance shotcrete applications, and must have been used by the Contractor in similar curb repair work for a minimum of three years. Prior to construction, the Contractor shall submit certification that the mixture to be used (or prepackaged material) has been tested in an accredited testing laboratory and meets the following minimum criteria:

Compressive strength 3 days	(3000psi)
Compressive strength 7 days	(4000psi)
Compressive strength 28 days	(5000psi)
Pull bond strength (100psi)	(100psi)
Flexural strength	(850psi)
Rapid Chloride Permeability Below	1000 Coulombs

Illinois Department of Transportation Approved Prepackaged Manufacturers: Listed below are the approved manufacturers of Packaged High Performance Shotcrete from the Illinois Department of Transportation Bureau of Materials and Physical Research (Material Code No. 21624).

- | | | |
|----|--|---|
| 1. | J.E. Tomes & Associates
Blue Island, IL 60406
Producer/Supplier No. 5667-02
“GUN-RITE 5000”
“GUN-RITE 475 HP” | 877-538-6637
708-653-5100
www.jetomes.com |
| 2. | King Packaged Materials Company
Burlington, ON L7R 3Y5
Producer/Supplier No. 5668-01
“MS-W1 SYNTHETIC FIBER
SHOTCRETE” | 800-461-0566
905-633-6676
www.kpmindustries.com |
| 3. | Spec Mix by Quikrete Companies
Elburn, IL 60119
Producer/Supplier No. 5719-03
“SPEC MIX SHOTCRETE WP-1” | 770-216-9580
www.specmix.com |

Equipment: The concrete mixture shall be applied using a high performance wet-mix type shotcrete cement sprayer. The sprayer equipment shall be either a pressure vessel type, piston pump, rotor-stator pump or approved equal capable of thoroughly mixing and accurately gauging the amount of water and dry materials being mixed. The compressor shall have the minimum rated capacity required to operate the shotcrete placing equipment at its recommended pressure.

Construction Requirements:

Preparation of surfaces: All exterior surfaces shall be thoroughly examined by means of sounding with hammers, or other non-destructive testing approved by the Engineer to determine loose or defective areas. Where such defective concrete surfaces exist, all defective concrete shall be removed with pneumatic chipping hammers, or other mechanical tools approved by the Engineer. Removal shall continue until a clean, sound substrate is achieved. Care and effort shall be exercised to remove defective concrete without damaging or repositioning the existing reinforcing bars. If unbounded reinforcing bars are exposed within the repair area, the Contractor shall fully expose the corroded reinforcing bar and remove all concrete from around the bar to a depth of (1”). The perimeter of the repair shall be tapered to minimum thickness of (½”), no saw cutting will be allowed.

The concrete and exposed reinforcing steel shall be sandblasted clean and a (3”) periphery around all patches shall be roughened and cleaned. All exposed steel shall be treated with a protective coating, as recommended by the manufacturer, and care shall be taken so that the protective coating does not contaminate the concrete surfaces.

Placement of High Performance Shotcrete: The application of the shotcrete shall follow the sandblasting by no more than 24 hours to insure placement on a clean substrate. Prior to the application of the shotcrete, the repair area shall be air blown clean of all loose materials, and predampened with water. The surface shall remain damp, but hold no visible surface water. The shotcrete shall be applied only when the temperature in the shade is at least 40 degrees F, and the forecast is for temperatures to remain above 40 degrees F for a minimum of 48 hours following application.

Finishing: The shotcrete repairs shall be finished to match the adjacent curb. Immediately after application, the Contractor shall true the surface by cutting off the high spots with a sharp edged tool, and then applying a thin finish coat which can be troweled and brushed to match the surrounding surfaces without disturbing the bond to the substrate.

Curing: Curing of the shotcrete shall be done in accordance with the material manufacturer's recommendations. The contractor shall begin the curing operations as soon as the shotcrete has hardened sufficiently to prevent marring the surface.

Clean-up: Debris from all shotcrete operations shall be removed daily and disposed of offsite by the Contractor in accordance with Section 202.03, and with the Environmental Protection Act [415 ILCS 5/22.51].

Guarantee: All repairs shall be guaranteed by the Contractor to be free of defects in material and workmanship for a minimum of Three (3) years from application. The guarantee shall include all labor, materials, tools, equipment, and services required for the proper repair and/or replacement of the defects.

Method of Measure: Each repair location will be measured for payment by the linear foot parallel to the centerline of the street at the widest part of the chipped area. If a repair measures less than one linear foot, it will be considered one linear foot for payment purposes. Repairs greater than or equal to one foot will be measured and paid in increments of tenths (.1') of a foot.

Basis of Payment: This work will be paid for at the contract unit price per linear foot for SHOTCRETE CURB & GUTTER REPAIR.

P.C.C. DRIVEWAY REMOVAL & REPLACEMENT, 6"

Description: This work shall conform to Section 423 of the Standard Specifications with the following exceptions: The work shall include the removal and construction of Portland cement concrete driveway pavement. Per Village Code (Land Development Code Section 6-406), the concrete driveway shall have a minimum concrete thickness of five (5) inches with six inch by six inch (6"x6") welded wired mesh or fiber mesh concrete additive and a granular bedding base of two inches.

Construction Requirements: In areas where concrete curb or walk are removed and the Engineer has determined that the adjacent driveway requires replacement, the Contractor will saw-cut full depth, remove, repair stone base, and replace the specified sections of driveway. The Contractor will ensure complete separation between the public curb or sidewalk and the

proposed driveway pavement. Driveway pavement shall be constructed between one and three working days after the curb or walk to avoid lengthy driveway closure.

Method of Measure: P.C.C. DRIVEWAY REMOVAL & REPLACEMENT, 6" shall be measured for payment in place and the area computed in Square Feet. Saw-cutting, removal, and base repair will not be measured for payment and shall be included in the unit price.

Basis of Payment: This work will be paid for at the contract unit price per Square Foot for P.C.C. DRIVEWAY REMOVAL & REPLACEMENT, 6".

H.M.A. DRIVEWAY REMOVAL & REPLACEMENT, 3"

Description: This work shall include the removal and construction of Hot-Mix Asphalt Driveway Pavement. The asphalt driveway shall have a minimum Surface Course thickness of three (3) inches with a compacted six (6) inch stone base.

Construction Requirements: In areas where concrete curb or walk are removed and the Engineer has determined that the adjacent driveway requires replacement, the Contractor will saw-cut full depth, remove, repair the base, and replace the HMA Surface Course of the specified sections of driveway. The thickness of the compacted asphalt shall match the existing driveway if greater than 3". The Contractor shall prime the edges of the existing Asphalt to ensure adhesion. Driveway pavement shall be constructed between one and three working days after the curb or walk to avoid lengthy driveway closure.

Method of Measure: H.M.A. DRIVEWAY REMOVAL & REPLACEMENT, 3" shall be measured for payment in place and the area computed in Square Yards. Saw-cutting, removal, and base repair will not be measured for payment and shall be included in the unit price.

Basis of Payment: This work will be paid for at the contract unit price per Square Yard for H.M.A. DRIVEWAY REMOVAL & REPLACEMENT, 3".

BRICK DRIVEWAY REMOVAL & REPLACEMENT

Description: This work shall conform to IDOT Bureau of Local Roads and Streets Recurring Special Provision #LRS14, Paving Brick and Concrete Paver Pavements and Sidewalks with the following exceptions: This item is for the restoration of paving brick driveways following the removal and replacement of adjacent concrete curb & gutter and/or concrete sidewalk.

Materials: The contractor shall make every effort to retain the removed bricks to be reused. If required, replacement brick shall be of the same type, size, texture and color as the existing driveway brick.

Construction Requirements: The driveway shall be restored, as close as possible, to original condition. The Contractor shall match the existing color, fit, pattern, grade, and compaction of the adjacent brick driveway pavement.

General procedure of work:

1. In effort to ensure that few, if any, replacement bricks will be needed to restore the driveway in areas disturbed by concrete curb or walk removal, the contractor shall remove two or three courses of brick by hand and stack prior to the removal of concrete.
2. Between 5-7 days after the new concrete placement, the base course of the driveway shall be restored
3. Immediately following base course repair, the paving bricks shall be fitted to the existing driveway to restore the original grade and appearance of the driveway.
4. Additional sand shall be added to the brick joints and a vibratory plate-type compactor shall be used to solidify the brick pavement

Method of Measure: BRICK DRIVEWAY REMOVAL & REPLACEMENT shall be measured for payment in place and the area computed in square feet. Any additional brick, sand, stone or other materials shall be included as part of the repair and not a separate pay item.

Basis of Payment: This work will be paid for at the contract unit price per Square Foot for BRICK DRIVEWAY REMOVAL & REPLACEMENT.

IMPRINTED COLORED PCC DRIVEWAY REMOVAL & REPLACEMENT

Description: This work shall conform to Section 423 of the Standard Specifications with the following exceptions: This pay item is for the repair of imprinted colored Portland Cement Concrete driveway pavement in areas where concrete curb or walk are removed and the Engineer has determined that the adjacent driveway requires replacement. The work shall consist of the removal and construction of integrally colored Portland cement concrete driveway pavement with imprinted pattern, surface hardener, and cure/sealer. Per Village Code the concrete driveway shall have a minimum concrete thickness of five (5) inches with six inch by six inch (6"x6") welded wired mesh or fiber mesh concrete additive and a granular bedding base of two inches.

Contractor Qualifications: The installer shall provide a qualified foreman or supervisor who has a minimum of three (3) years experience with imprinted and textured concrete, and who has successfully completed at least five imprinted concrete installations of high quality and similar in scope to that required. The concrete shall be cast-in-place on the job site by trained and experienced workers.

Submittals: Prior to construction, manufacturers' data sheets shall be submitted to the Village for each product to be used, including preparation instructions, storage and handling requirements, and installation methods.

Materials: Provide all materials in accordance with Section 423 of the Standard Specifications. Pattern and color selections are to match the existing adjacent driveway pavement.

Integral coloring admixture shall be a non-fading synthetic oxide pigment meeting ASTM C979 at a 6% minimum percent loading and a maximum 8% loading by weight of the cementitious materials in the mix. Add integral color according to manufacturer's instructions.

Color hardener shall be applied to the surface of the concrete according to the manufacturer's instructions and recommended application techniques. Form release agent shall be provided in clear liquid form and shall be applied to the surface of the concrete according to the manufacturer's instructions and recommended application techniques.

Curing agent shall be a liquid membrane-forming clear curing compound conforming to AASHTO M148, Type 1. Apply curing compound for integrally colored concrete according to the manufacturer's instructions and recommended application techniques. Apply the curing compound at a uniform interval after each pour to maintain consistency in finished coloration.

Use admixtures designed for use and compatibility with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides.

Joint fillers shall be selected to match the integral colors selected for each location.

Equipment: Imprinting tools shall be used for texturing freshly placed concrete in a pattern/texture identical to the existing adjacent driveway pavement. Tools are to be used according to the manufacturer's instructions.

General: If additional water is added to the colored concrete once a truck is on site, this concrete will be rejected.

If Engineer allows, minimal amounts of water may be applied to the surface of the colored concrete to complete the final surface finishing operations. If too much water is added to the surface of the colored concrete during final surface finishing operations such that the colored concrete no longer conforms to the approved color, the colored concrete may be rejected and replaced at the direction of Engineer.

The Contractor shall cover and protect adjacent concrete and pavement from discoloration and spillage during all phases of stamped colored concrete construction. Any areas stained or damaged as a result of this construction shall be removed and replaced at no cost to the Village.

Uniformly apply liquid release agent onto the colored, still plastic state concrete to provide clean release of imprinting tools from the concrete surface without lifting imprint or rearing concrete.

Contractor shall monitor the setting up of the concrete. Once the concrete is ready for imprinting, contractor shall accurately align and place the imprinting stamps uniformly pressing or pounding the imprint tools to produce the required pattern and depth of imprint on the concrete surface. Remove platform tools immediately. Hand texture and stamp edges and surfaces unable to be imprinted with the stamping mats. Touch up imperfections such as broken corners, double imprints, and surface cracks.

Do not cure colored concrete using plastic sheeting as discoloration will occur from plastic laid directly on top of the concrete. If weather conditions warrant plastic sheeting to protect the new concrete, plastic shall be suspended above the concrete.

All completed areas of colored concrete shall be of consistent color and appearance and match the existing concrete pavement as approved by the Engineer. Any completed areas that are

rejected by Engineer shall be removed and replaced by the Contractor at no additional cost to the Village.

Method of Measurement: IMPRINTED COLORED PCC DRIVEWAY REMOVAL & REPLACEMENT will be measured for payment in place and the area computed per Square Feet.

Basis of Payment: IMPRINTED COLORED PCC DRIVEWAY REMOVAL & REPLACEMENT will be paid for at the contract unit price per Square Foot.

IMPRINTED COLORED HMA DRIVEWAY REMOVAL & REPLACEMENT

Application: This pay item is for the repair of imprinted colored Hot-Mix Asphalt driveway pavement, following the removal and replacement of adjacent concrete sidewalk and/or concrete curb & gutter. This work will include all materials and labor required for saw-cutting, removal, base repair, hot-mix asphalt pavement, imprinting, coloring, and sealing. The contractor performing this work shall be a qualified HMA imprinted paving contractor licensed and approved by the Village.

Contractor Qualifications: The installer shall provide a qualified foreman or supervisor who has a minimum of three (3) years experience with imprinted asphalt pavement, and who has successfully completed at least five imprinted asphalt pavement installations of high quality and similar in scope to that required. The pavement shall be installed and finished by trained and experienced workers.

Submittals: Prior to construction, manufacturers' data sheets shall be submitted to the Village for each product to be used, including preparation instructions, storage and handling requirements, and installation methods.

Materials: The asphalt mix shall be Hot-Mix Asphalt Surface Course, Mix "C" N70, and shall meet the requirements of Section 406. The coating products shall be those specifically developed for use over imprinted asphalt pavement and shall match existing.

Equipment: Templates for work shall be flexible, woven wire rope, cut and welded in various patterns, that is to be used specifically for imprinting hot mix asphalt. Asphalt heaters, if needed, shall be of the infra-red or hot air type. Direct flame heaters will not be allowed.

General procedure of work: The Contractor shall cover and protect adjacent pavement from discoloration or damage during all phases of imprinting and coating. Any areas stained or damaged as a result of this construction shall be removed and replaced at no cost to the Village.

Asphalt Replacement: The driveway shall be saw-cut in a manner that will allow the inconspicuous matching of the existing imprinted pattern. The asphalt shall be placed in two lifts, match the thickness of the existing driveway (3" minimum), and be properly compacted before proceeding with the imprinting process.

Imprinting: Using a vibratory plate compactor the imprinted pattern shall be stamped to a consistent depth into the asphalt matching the existing pattern. Imprinting can proceed immediately after the hot asphalt has been placed and compacted, while the asphalt is still in a warm/hot pliable state.

Alternatively, imprinting can be carried out at a later stage, on existing asphalt, by applying heat to the asphalt surface to make the upper portion of the asphalt pliable enough to accept the imprint of the template. The pavement shall be heated to a minimum depth of three-quarters of an inch ($\frac{3}{4}$ ") to ensure compaction below the template without fracturing the aggregate. The application of heat to existing asphalt surface shall be done using re-heating equipment, such as infrared heaters or hot air heaters. Pavement temperature is not to exceed 325°F. Overheating of the asphalt shall not be permitted. Consistent monitoring of the asphalt surface temperature will be required during the reheating process, to avoid overheating and degradation of the asphalt cement.

Coatings Application: Prior to the application of coatings, the asphalt surface shall be dry for at least 24 hours, free of all dirt, debris, fluids or anything that will prevent a proper bond of the coating. If dirt is to be removed, the asphalt surface shall be pressure washed and allowed to dry completely (24 hour minimum) before any coating is applied.

The contractor shall apply the coating product(s) only when the ambient air temperature is at least 50°F (10°C) and rising, and when the ambient temperature will not drop below 50°F (10°C) within 8 hours of application of the coating. There should be no precipitation expected within 12 hours after applying the final top coat.

The Contractor shall follow all manufacturers' recommendations regarding spray equipment and mixing technique. Coating color shall match existing. Coatings shall be applied per manufacturer's recommendations at the following thicknesses:

Primer	5 mils wet (1 mil dry)
First Coat	25 mils wet (20 mils dry)
Second Coat	30 mils wet (25 mils dry)
Third Coat	30 mils wet (25 mils dry)
Seal Coat	5 mils wet (1 mil dry)

Basis of Payment:

This work will be paid for at the contract unit price per Square Yard of pavement for IMPRINTED COLORED HMA DRIVEWAY REMOVAL & REPLACEMENT.

WASHOUT BASIN

Description: This work shall consist of constructing, maintaining and removing a temporary concrete truck washout basin(s) as specified. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the "Standard Specifications".

As indicated in the project quantities, each project area specifying PCC construction requiring more than nine (9) cubic yards of concrete will be considered for one WASHOUT BASIN. Any

location requiring less than nine (9) cubic yards will not be considered for payment of a WASHOUT BASIN but shall be considered part of the cost of the PCC work performed.

General: The concrete washout facility shall be constructed on the job site in accordance with Illinois Urban Manual practice standard for Temporary Concrete Washout Facility. The Contractor may elect to use a pre-fabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility, to the Engineer for approval, a minimum of 10 calendar days prior to the first concrete pour. Any alternate concrete washout designs must be approved by the Engineer prior to construction. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as storm drain inlets, open drainage facilities, water bodies, wetlands, and/or other areas indicated on the plans. Each facility is to be located away from construction traffic or access areas to prevent disturbance or tracking. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete.

Design: The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. As shown in the details, washout basin shall be constructed of straw bales or a wood frame, and polyethylene sheeting. Straw bales or wood frames shall be used to create a berm, then lined with a single sheet of 30 mil polyethylene sheeting which is free of holes, tears or other defects which may compromise the impermeability of the material. Sheeting shall extend over the entire basin and berm.

Maintenance: The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

If a rain or snow event is forecasted, a non-collapsing, non-water collecting cover shall be placed over the washout facility and secured to prevent accumulation and overflow of precipitation.

Method of Measurement: WASHOUT BASIN will be measured in place as one unit at each location regardless of size, maintenance requirements, or length of time in use.

Basis of Payment: This work will be paid for at the contract unit price for each WASHOUT BASIN.

EARTH EXCAVATION

Description: This work shall consist of the excavation, transportation, and disposal of excavated material as specified in Section 202 of the Standard Specifications. Work will be performed at various locations throughout the project areas as determined by the Engineer in preparation of proposed new sidewalk.

Sidewalk Construction Requirements: The Contractor shall excavate to the sub-base elevation for new P.C.C. sidewalk proposed across vacant properties or near intersections (to meet ADA Requirements). Generally, the Contractor will excavate topsoil approximately seven inches (7") deep by six feet (6') wide allowing a suitable area to install a five foot (5') wide concrete sidewalk- five inches (5") concrete on two inches (2") stone base.

The contractor shall be responsible for the legal disposal of all excavated material and all associated costs. These costs shall include but are not limited to any required testing, lab analysis, certification by a licensed professional, and state and local tipping fees associated with meeting the requirements of Public Act 96-1416.

Method of Measurement: EARTH EXCAVATION will be measured for payment in place and the volume computed in Cubic Yards.

Basis of Payment: This work shall be paid for at the contract unit price per Cubic Yard for EARTH EXCAVATION.

CLASS D PATCHES, VARIOUS TYPES

Description: This work shall conform to Section 442 of the Standard Specifications. Patches will vary in size from Type I through Type IV. The size and location of the patches will be determined by the Engineer after sewer and concrete work are complete.

Construction Requirements: All class D patches will be saw-cut the full depth of the existing asphalt prior to removal. Patches will be removed by methods that do not damage the adjacent pavement to remain in place. Depth of patches shall be between 3" and 5", and shall match the depth of the existing asphalt unless otherwise directed by the Engineer. Patches deeper than 4" will be paved in two lifts.

Method of Measurement: Regardless of the Type (size), CLASS D PATCHES, VARIOUS TYPES will be measured for payment in Tons as specified for Hot-Mix Asphalt in Section 406.13 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per Ton for CLASS D PATCHES, VARIOUS TYPES.

CLASS D PATCHES, VARIOUS TYPES- OFFSITE

Description: This work shall conform to Section 442 of the Standard Specifications. Patches will vary in size from Type I through Type IV. These patches will be part of the maintenance on various streets throughout the Village that are not included in the Road Improvement Program plan set. The location of the patches will vary, and be determined by the Engineer as maintenance needs require throughout the construction season.

Construction Requirements: All class D patches will be saw-cut the full depth of the existing asphalt prior to removal. Patches will be removed by methods that do not damage the adjacent pavement to remain in place. Depth of patches shall be between 1½” and 5”, and shall match the depth of the existing asphalt unless otherwise directed by the Engineer. Patches less than 2½” deep shall be replaced in a single lift of HMA SURFACE COURSE. Patches 2½” deep or greater shall be replaced in two lifts; HMA BINDER COURSE, IL-19, N50, as required to allow 1½ HOT-MIX ASPHALT SURFACE COURSE.

Method of Measurement: Regardless of the Type (size) or material, CLASS D PATCHES, VARIOUS TYPES- OFFSITE will be measured for payment in Tons as specified for Hot-Mix Asphalt in Section 406.13 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per Ton for CLASS D PATCHES, VARIOUS TYPES- OFFSITE.

AGGREGATE BASE COURSE, TYPE B

Description: This work shall conform to section 351 of the Standard Specifications. The aggregate base shall be constructed at various locations throughout the project areas as determined by the Engineer prior to constructing new P.C.C. sidewalk.

Sidewalk Construction Requirements: Following excavation, the Contractor shall construct a two inch (2”) compacted Aggregate Base suitable for construction of the five foot (5’) wide, five inch (5”) P.C.C. sidewalk. This work shall be completed in the public right-of-way, or near intersections in compliance with ADA Requirements as directed by the Engineer.

AGGREGATE FOR TEMPORARY ACCESS

Description: This work shall conform to section 402 of the Standard Specifications with the following restrictions. The aggregate shall be used to construct temporary ramps at driveways to provide access in areas where 4 ½” of the roadway is removed and reconstruction is proposed.

Materials: Material shall be gradation CA-6 and meet all requirements of section 1004.04 of the Standard Specifications.

Construction Requirements: Following HOT-MIX ASPHALT SURFACE REMOVAL, 4 ½", the Contractor may be required to construct and maintain a temporary ramp at each driveway to provide property access.

When use of the temporary access is discontinued, the aggregate used in its constructions shall be removed and utilized as AGGREGATE BASE REPAIR in the permanent construction or, if not required, shall be deposited at the Village Public Works Facility at 15655 S. Ravinia Avenue.

TRENCH BACKFILL, CA-6/CA-7

Description: This work shall conform to section 208 of the Standard Specifications. The aggregate shall be primarily used to backfill Storm Sewer trenches, Underdrain trenches and areas of the roadway adjacent to replaced Curb.

Materials: CA-6 and CA-7 gradation aggregate shall meet all requirements of section 1004.05 of the Standard Specifications.

Construction Requirements: The CA-6 gradation material shall be used to backfill the following:

1. The top ten inches (10") to twelve (12") of Underdrain trench
2. All Storm Sewer trench within two feet (2') of the paved roadway
3. Paved areas disturbed by other construction installation.

CA-7 gradation shall be used to backfill around the perforated underdrain as shown on the Underdrain Installation Detail.

SEEDING, CLASS 1A (& TOPSOIL)

Description: This work shall conform with Section 250 of the Standard Specifications This is the pay item for restoring the topsoil and grass adjacent to new concrete or areas disturbed by other project related construction as determined by the Engineer. The seeded areas may be used to transition the elevation difference between the existing ground and the new concrete. .

Materials: Seed mixture shall be Class 1A, Salt Tolerant Lawn Mixture 7, as specified in Article 250.07.

Construction Requirements: Within five days of new concrete placement, the adjacent disturbed areas shall be backfilled with topsoil flush with the top of the concrete (unless adjacent to a paved area). This topsoil shall be included in the cost for SEEDING, CLASS 1A (& TOPSOIL). Immediately following topsoil placement, the Contractor shall install the SEEDING and EROSION CONTROL BLANKET. Any watering required to ensure growth shall be included in the cost for SEEDING, CLASS 1A (& TOPSOIL).

Method of Measurement: SEEDING, CLASS 1A (& TOPSOIL) shall be measured for payment in place and the area computed in square yards. Topsoil and Watering will not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per Square Yard for SEEDING, CLASS 1A (& TOPSOIL). Topsoil and watering will not be paid for separately.

SODDING (& TOPSOIL)

Description: This will be the pay item for restoring the topsoil and grass disturbed by this project. This work shall be performed in accordance with Sections 252 of the Standard Specifications.

Construction Requirements: Within five days of new concrete placement, the adjacent disturbed areas shall be backfilled with topsoil flush with the top of the concrete (unless adjacent to a paved area). This topsoil shall be included in the unit price for SODDING (& TOPSOIL). The cutting and replacement of sod will be delayed until after October 1st, and then only as weather conditions allow as determined by the Engineer. The backfilled areas will not be prepared for sod until sod placement is planned within 5 days. Typically, the contractor will cut and replace sod 18" wide along the new concrete as required. Not all new concrete replacement areas will require sod replacement. Any watering required to ensure growth shall be included in the cost for SODDING (& TOPSOIL).

Method of Measurement: SODDING (& TOPSOIL) shall be measured for payment in place and the area computed in square yards as specified in Section 252.12. Topsoil and Watering will not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per square yard for SODDING (& TOPSOIL). Topsoil and watering will not be paid for separately.

PIPE UNDERDRAINS FABRIC LINED TRENCH, 6"

Description: This work shall conform to Section 601 of the Standard Specifications. This will be the pay item for installing a 6" perforated PVC pipe along the front or back of combination curb & gutter as shown in the 'Details' section of this document. .

Materials: Pipe material shall be Perforated Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior, 601.02(n) as specified in Article 1040.03(c). Trench backfill shall be washed CA-7 and conform to Section 208.

Construction Requirements: This work shall include a 12 in. wide by approximately 24 in. deep trench lined with geotechnical fabric, a 6 in. perforated PVC underdrain to be connected to existing or new manholes or inlets, and backfill using CA-7 gradation stone to the bottom of the curb. Trench depth may vary to ensure positive flow in the pipe. After backfilling with CA-7, the fabric shall be overlapped across the top of the stone as shown in the detail. The remainder of the trench shall be backfilled with TRENCH BACKFILL- CA-6 to 4½" below the front of curb.

All trenches to be excavated under or across a paved area shall be saw-cut the full depth of the pavement prior to excavation. Saw-cutting will not be paid separately. As directed by the

Engineer, deteriorated pavement adjacent to a trench shall be saw-cut, removed, and patched in conjunction with the trench patching.

Any sump pump discharging within three feet of the adjacent curb shall be connected to the underdrain pipe using the same PVC material. Additionally, a capped pipe stub approximately three feet (3') in length may be required at other locations where excessive ground water conditions exist, or as directed by the engineer. All fittings required to make these, or any other connections shall be included in the cost for PIPE UNDERDRAINS FABRIC LINED TRENCH, 6".

Method of Measurement: PIPE UNDERDRAINS FABRIC LINED TRENCH, 6" will be measured for payment in place in Linear Feet along the centerline of the pipe and shall include all fittings. TRENCH BACKFILL- CA-7 and TRENCH BACKFILL- CA-6 will be measured for payment in Tons according to Article 311.08 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per Linear Foot for PIPE UNDERDRAINS FABRIC LINED TRENCH, 6". The aggregate used for backfilling will be paid per Ton for TRENCH BACKFILL- CA-7 or TRENCH BACKFILL- CA-6. The geotechnical fabric, saw-cutting, and all required fittings will not be paid for separately but shall be included in the cost for PIPE UNDERDRAINS FABRIC LINED TRENCH, 6".

CATCH BASINS, TYPE C, FRAME & LID

Description: This work shall conform to Section 602 of the Standard Specifications with the following restrictions. This will be the pay item for installing a new 2' diameter concrete Catch Basin, type C, with a frame and lid as specified.

Materials: Catch Basin shall be a Type C pre-cast two foot (2') diameter concrete structure as shown on the 'Details' section of this document. The frame and lid shall be East Jordan Iron Works 7525 or 1020 Type A or M1 as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per Each for CATCH BASINS, TYPE C, FRAME & LID which shall include all materials and work necessary to install inlet and frame as specified.

FRAME & LID TO BE ADJUSTED (STEEL RING)

Description: All work shall be performed in accordance with Section 603 of the Standard Specifications. This will be the pay item for installing a new iron or steel adjusting ring on an existing structure frame according to Article 603.08. These rings shall be installed on structure frames in the pavement areas to be resurfaced that do not require any other adjustment. Exact locations of frames to be adjusted will be indicated in the field by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per Each for FRAME & LID TO BE ADJUSTED (STEEL RING).

MANHOLES TO BE ADJUSTED

Description: This pay item is for the adjustment of existing utility structures by replacing adjusting rings and reseating the frame. All work shall be performed in accordance with Section 602 of the Standard Specifications. Exact locations of structures to be adjusted will be indicated in the field by the Engineer, and the number of adjustments per project area is estimated on the project plan sheet(s).

Materials:

1. New, crack-free concrete adjustment risers shall conform to ASTM C478.
2. Rubber adjustment risers (Infra-Riser brand or approved equal) shall be manufactured in accordance with ASTM D1248. Recycled materials meeting the requirements of ASTM D1248 may be used.

Adjusting Requirements:

1. All structure adjustments shall use at least one rubber adjustment riser (Infra-Riser brand or approved equal) to establish the final seating surface of the structure frame. If necessary, said riser shall be of the tapered type in order to match the grade of the roadway
2. No more than two (2) rubber adjustment risers with three (3) inches total maximum rubber-adjusted height shall be allowed.
3. Adjustment less than three (3) inches in height shall consist of only rubber adjustment riser(s). The minimum thickness of a rubber adjustment riser shall be one (1) inch.
4. Adjustment greater than three (3) inches in height shall use a pre-cast concrete riser for the lower riser, and the final riser shall be of the rubber type.

Sealing: All non-rubber mating surfaces, exterior joints of frames, adjustment riser(s), flat slab top or cone section (if applicable) and structure sections shall be sealed with a uniform application of bituminous mastic sealant. The mating surfaces of all rubber adjustment risers shall be sealed with "X-Seal" manufactured by SealGuard Inc. (866-625-4550, www.sealguardinc.com/xseal). If multiple adjustment risers are required, a continuous application of sealant shall be applied between each unit. Interior surfaces shall be sealed with concrete mortar or epoxy mortar. Concrete mortar or epoxy mortar will not be used on mating surfaces as a sealant between adjustment risers, structure sections or frames.

General procedure of work:

1. Structure frame and grate shall be reused unless deemed to be defective by the Village.
2. All compromised adjusting risers shall be removed from the structure and discarded
3. All existing loose mortar and other foreign material shall be completely removed from the structure prior to application of the new sealant. The sealant shall be applied to a clean and undamaged surface to achieve a smooth finish suitable for seating adjustment risers.
4. Upon installation, adjusting riser(s) shall be concentric with the frame and the slab opening itself.
5. The structure frame shall be set at an elevation to substantially match the cross-slope of the roadway and existing curb grade, or the existing grade.

6. Fresh mortar shall be applied to all interior areas of the structure with infiltration potential, including frames, adjusting rings, pipe connections or any other compromised surfaces.
7. All loose material shall be removed from the bottom of the structure.

Basis of Payment: This work will be paid for at the contract unit price per Each structure serviced for **MANHOLES TO BE ADJUSTED.**

MANHOLES TO BE RECONSTRUCTED, BLOCK

Description: This pay item is for the reconstruction of existing brick or masonry block utility structures. This work will include the replacement of brick or concrete masonry units. All work shall be performed in accordance with Section 602 of the Standard Specifications. Exact locations of structures to be adjusted will be indicated in the field by the Engineer, and the number of adjustments per project area is estimated on the project plan sheet(s).

Materials:

1. New, concrete masonry units shall conform to ASTM C139.
2. New, crack-free concrete adjustment risers shall conform to ASTM C478
3. Rubber adjustment risers (Infra-Riser brand or approved equal) shall be manufactured in accordance with ASTM D1248. Recycled materials meeting the requirements of ASTM D1248 may be used.

Adjusting Requirements:

1. All structure adjustments shall use at least one rubber adjustment riser (Infra-Riser brand or approved equal) to establish the final seating surface of the structure frame. If necessary, said riser shall be of the tapered type in order to match the grade of the roadway
2. No more than two (2) rubber adjustment risers with three (3) inches total maximum rubber-adjusted height shall be allowed.
3. Adjustment less than three (3) inches in height shall consist of only rubber adjustment riser(s). The minimum thickness of a rubber adjustment riser shall be one (1) inch.
4. Adjustment greater than three (3) inches in height shall use a pre-cast concrete riser for the lower riser, and the final riser shall be of the rubber type.

Sealing: All mating surfaces and interior and exterior joints between concrete masonry units shall be sealed with a uniform application of mortar. All other non-rubber mating surfaces, exterior joints of frames, adjustment riser(s), flat slab top or cone section (if applicable) and structure section shall be sealed with a uniform application of bituminous mastic sealant. The mating surfaces of all rubber adjustment risers shall be sealed with "X-Seal" manufactured by SealGuard Inc. (866-625-4550, www.sealguardinc.com/xseal). If multiple adjustment risers are required, a continuous application of sealant shall be applied between each unit. Interior surfaces shall be sealed with concrete mortar or epoxy mortar. Concrete mortar or epoxy mortar will not be used on mating surfaces as a sealant between adjustment risers or frames.

General procedure of work:

1. Structure frame and grate shall be reused unless deemed to be defective by the Engineer.
2. All compromised adjusting risers and masonry units shall be removed from the structure and discarded.
3. All existing loose mortar, masonry units, and other foreign material shall be completely removed from the structure prior to application of the new mortar and concrete masonry units. The mortar shall be applied to a clean and undamaged surface to achieve a smooth finish suitable for seating concrete masonry units.
4. Upon installation, adjusting riser(s) shall be concentric with the frame and the slab opening itself.
5. The structure frame shall be set at an elevation to substantially match the cross-slope of the roadway and existing curb grade, or the existing grade.
6. Fresh mortar shall be applied to all interior areas of the structure with infiltration potential, including frames, adjusting rings, pipe connections or any other compromised surfaces.
7. All loose material shall be removed from the bottom of the structure.

Basis of Payment: This work will be paid for at the contract unit price per Each for **MANHOLES TO BE RECONSTRUCTED, BLOCK.**

MANHOLES TO BE RECONSTRUCTED, CONE SECTION

Description: This pay item is for the reconstruction of existing precast reinforced concrete utility structures. This work will include the replacement of the precast reinforced tapered cone section of the structure. All work shall be performed in accordance with Section 602 of the Standard Specifications. Exact locations of structures to be adjusted will be indicated in the field by the Engineer, and the number of adjustments per project area is estimated on the project plan sheet(s).

Materials:

1. Structure adjustment shall require replacement of the existing tapered cone section and any existing adjusting riser(s).
2. All structure adjustments shall use at least one rubber adjustment riser (Infra-Riser brand or approved equal) to establish the final seating surface of the structure frame. If necessary, said riser shall be of the tapered type in order to match the grade of the roadway
3. No more than two (2) rubber adjustment risers with three (3) inches total maximum rubber-adjusted height shall be allowed.
4. Adjustment less than three (3) inches in height shall consist of only rubber adjustment riser(s). The minimum thickness of a rubber adjustment riser shall be one (1) inch.
5. Adjustment greater than three (3) inches in height shall use a pre-cast concrete riser for the lower riser, and the final riser shall be of the rubber type.

Sealing: All non-rubber mating surfaces, exterior joints of frames, adjustment riser(s), cone section and structure section shall be sealed with a uniform application of bituminous mastic sealant. The mating surfaces of all rubber adjustment risers shall be sealed with "X-Seal" manufactured by SealGuard Inc. (866-625-4550, www.sealguardinc.com/xseal). If multiple

adjustment risers are required, a continuous application of sealant shall be applied between each unit. Interior surfaces shall be sealed with concrete mortar or epoxy mortar. Concrete mortar or epoxy mortar will not be used on mating surfaces as a sealant between adjustment risers, structure sections or frames.

General procedure of work:

1. Structure frame and grate shall be reused unless deemed to be defective by the Village.
2. All compromised adjusting riser(s) and the cone section shall be removed from the structure and discarded.
3. All existing loose mortar and other foreign material shall be completely removed from the structure prior to application of the new sealant. The sealant shall be applied to a clean and undamaged surface to achieve a smooth finish suitable for seating adjustment risers.
4. Upon installation, adjusting riser(s) shall be concentric with the frame and the slab opening itself.
5. The structure frame shall be set at an elevation to substantially match the cross-slope of the roadway and existing curb grade, or the existing grade.
6. Fresh mortar shall be applied to all interior areas of the structure with infiltration potential, including frames, adjusting rings, pipe connections or any other compromised surfaces.
7. All loose material shall be removed from the bottom of the structure.

Basis of Payment: This work will be paid for at the contract unit price per Each for **MANHOLES TO BE RECONSTRUCTED, CONE SECTION.**

MANHOLES TO BE RECONSTRUCTED, FLAT SLAB TOP

Description: This pay item is for the reconstruction of existing precast reinforced concrete utility structures. This work will include the replacement of the precast reinforced flat slab top of the structure. All work shall be performed in accordance with Section 602 of the Standard Specifications. Exact locations of structures to be adjusted will be indicated in the field by the Engineer, and the number of adjustments per project area is shown on the project plan sheet(s).

Materials:

1. Structure adjustment shall require replacement of the existing flat slab top section and any existing adjusting riser(s).
2. All structure adjustments shall use at least one rubber adjustment riser (Infra-Riser brand or approved equal) to establish the final seating surface of the structure frame. If necessary, said riser shall be of the tapered type in order to match the grade of the roadway
3. No more than two (2) rubber adjustment risers with three (3) inches total maximum rubber-adjusted height shall be allowed.
4. Adjustment less than three (3) inches in height shall consist of only rubber adjustment riser(s). The minimum thickness of a rubber adjustment riser shall be one (1) inch.
5. Adjustment greater than three (3) inches in height shall use a pre-cast concrete riser for the lower riser, and the final riser shall be of the rubber type.

Sealing: All non-rubber mating surfaces, exterior joints of frames, adjustment riser(s), flat slab top section and structure section shall be sealed with a uniform application of bituminous mastic sealant. The mating surfaces of all rubber adjustment risers shall be sealed with "X-Seal"

manufactured by SealGuard Inc. (866-625-4550, www.sealguardinc.com/xseal). If multiple adjustment risers are required, a continuous application of sealant shall be applied between each unit. Interior surfaces shall be sealed with concrete mortar or epoxy mortar. Concrete mortar or epoxy mortar will not be used on mating surfaces as a sealant between adjustment risers, structure sections or frames.

General procedure of work:

1. Structure frame and grate shall be reused unless deemed to be defective by the Village.
2. All compromised adjusting riser(s) and the flat slab top section shall be removed from the structure and discarded.
3. All existing loose mortar and other foreign material shall be completely removed from the structure prior to application of the new sealant. The sealant shall be applied to a clean and undamaged surface to achieve a smooth finish suitable for seating adjustment risers.
4. Upon installation, adjusting riser(s) shall be concentric with the frame and the slab opening itself.
5. The structure frame shall be set at an elevation to substantially match the cross-slope of the roadway and existing curb grade, or the existing grade.
6. Fresh mortar shall be applied to all interior areas of the structure with infiltration potential, including frames, adjusting rings, pipe connections or any other compromised surfaces.
7. All loose material shall be removed from the bottom of the structure.

Basis of Payment: This work will be paid for at the contract unit price per Each for **MANHOLES TO BE RECONSTRUCTED, FLAT SLAB.**

MANHOLES TO BE MORTARED

Description: This pay item is for the re-mortaring of existing utility structures within the Village right-of-way. All work shall be performed in accordance with Section 602 of the Standard Specifications. Exact locations of structures to be adjusted will be indicated in the field by the Engineer, and the number of adjustments per project area is estimated on the project plan sheet(s).

General procedure of work:

1. Re-mortaring of structures located within the pavement or curblines shall not commence until after the surface course is paved unless otherwise directed by the Engineer.
2. All existing loose mortar and other foreign material shall be completely removed from the structure interior (including bottom) prior to application of the new mortar.
3. Fresh mortar shall be applied to all interior areas of the structure with infiltration potential, including frames, adjusting rings, pipe connections or any other compromised surfaces.
4. A map showing the locations of the re-mortared structures shall be provided to the Village engineer upon completion of the work.

Basis of Payment:

This work will be paid for at the contract unit price per Each structure serviced for **MANHOLES TO BE MORTARED.**

TRAFFIC CONTROL AND PROTECTION, SPECIAL

Description: This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection associated with the 2014 Road Program as detailed in these plans and specifications. All materials, equipment, and work shall conform to section 701 of the Standard Specifications, and the Manual on Uniform Traffic Control Devices.

Construction Requirements: The Contractor shall provide guidance and warnings as required by the Standard Specifications and MUTCD to ensure the safe operation and passage of all traffic, including pedestrians.

Method of Measurement: This work will be measured for payment as a Lump Sum for TRAFFIC CONTROL AND PROTECTION, SPECIAL.

Basis of Payment: This work shall be paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION, SPECIAL.

**SAMPLE
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 Request for Proposals
 - The Instructions to the Proposers
- The Proposal as it is responsive to the VILLAGE’s 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 (RFP 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
 - Request for Proposal
 - Instructions to the Proposers
 - Specifications and Drawings, if any
- .5 Accepted 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 A, a copy of which is attached hereto and made a part hereof.

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

11.2 Indemnification

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

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

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

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 13: EXECUTION OF CONTRACT

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

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably

foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

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

EXHIBIT A

Insurance Requirements

Worker's Compensation:

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

Employers Liability:

\$500,000 minimum liability

Comprehensive General Liability; including Bodily Injury and Property Damage:

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

\$2,000,000 Aggregate - Completed Operations

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

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

\$1,000,000 for Combined Single Limit

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence