

LEGAL NOTICE - MUST RUN IN  
SOUTHTOWNSTAR  
Friday March 14, 2014

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
ADVERTISEMENT FOR BIDS

**Aquatic Weed Control 2014-16**

The Village of Orland Park, Illinois will receive sealed bids until 11:00 A.M. on the 28th day of March, 2014 at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Aquatic Weed Control 2014-16. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 14700 Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The 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](http://www.orlandpark.org).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids.

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

The successful bidder shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

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

PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK  
VILLAGE CLERK



# **VILLAGE OF ORLAND PARK, ILLINOIS**

## **INVITATION TO BID**

### **AQUATIC WEED CONTROL 2014-16**

#### **ISSUED**

**Friday, March 14, 2014**

#### **BID OPENING**

**Friday, March 28, 2014  
11:00 A.M.**

**VILLAGE OF ORLAND PARK, ILLINOIS  
AQUATIC WEED CONTROL 2014-16  
INVITATION TO BID**

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**VILLAGE OF ORLAND PARK, ILLINOIS  
AQUATIC WEED CONTROL 2014-16  
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**I. INSTRUCTIONS TO BIDDERS**

**OVERVIEW**

The Village of Orland Park requests Bids for AQUATIC WEED CONTROL (“the Project”) in the Village of Orland Park, Illinois (“Village”). See the Bid Specifications prepared by the Village of Orland Park Public Works Department for details on the Project (“Specifications”).

In order to be responsive, SEALED BIDS must be signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462, not later than 11:00 a.m., local prevailing time on Friday, March 28, 2014. All sealed bids must be submitted to the Village Clerk, located at the above stated address. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project which described in detail consists of the following:

The Aquatic Weed Control Program consists of aquatic weed control on selected Village property sites. Bids will contain Schedule “A” ponds, with prices per year per pond and Schedule “B” ponds with prices per application per pond, for the 2014, 2015 and 2016 seasons.

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

No oral comments will be made to any Bidder as to the meaning of the Specifications or other contract documents. Requests for comments shall be made in writing. Contact Brian Madon, via fax at (708) 403-8798, if you have any technical questions on this project. Inquiries received in writing within seven (7) or more calendar days prior to the bid opening will be given consideration and answers will be provided in writing to all potential bidders and will be available to the public. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware and the Village will reject all claims related thereto.

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

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

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**BID SPECIFICATIONS**

**AQUATIC WEED CONTROL 2014-16**

**SCOPE OF WORK**

The Village of Orland Park, Illinois is requesting bids for AQUATIC WEED CONTROL 2014-16. The work shall consist of aquatic weed and algae control at designated Schedule “A” and Schedule “B” ponds. Schedule “A” pond applications shall be on a bi-weekly basis, as directed by the Infrastructure Maintenance Director. Schedule “B” ponds shall be treated on an as needed basis as directed by the Infrastructure Maintenance Director. The duration of the contract shall be three (3) years with the option to cancel the 2<sup>nd</sup> and/or 3<sup>rd</sup> year, solely at the Village’s discretion with thirty (30) days notice prior to renewal date. Generally the season begins May 1<sup>st</sup> and ends October 1<sup>st</sup>.

The contractor shall work between the hours of 7:00 a.m. and 5:00 p.m. except Sundays and recognized Village holidays.

The Contractor agrees to maintain all Schedule “A” ponds in the manner specified in this Agreement. The work shall consist of chemical application as required for the maintenance of designated areas and properties for the Village of Orland Park. The specific areas involved are listed in the Appendix which is incorporated herein and shall be construed as part of this Agreement. Specifications for the work to be performed by the Contractor will be as follows:

- a. Schedule “A”: Chemical application of designated Schedule “A” ponds will be inspected and/or treated a minimum of every two weeks depending upon availability of sunlight, nutrients and water temperature. The Infrastructure Maintenance Director will determine such schedules based on conditions. The treatment program will proceed with a combined aquatic plant and/or algae treatment, with follow up inspections and/or treatment for submerged aquatic plants and/or algae treatments for the designated ponds as needed. **IT IS THE INTENT OF THIS AGREEMENT THAT SCHEDULE “A” PONDS SHALL REMAIN WEED AND ALGAE FREE AT ALL TIMES.**
- b. Schedule “B”: Chemical application of designated Schedule “B” ponds will be on an as needed basis as directed by the Infrastructure Maintenance Director. The treatment program will proceed with an aquatic plant and/or algae treatment as needed.
- c. Chemicals: Each product to be used for aquatic vegetation control during the season should be listed with each product’s respective water use restrictions, including but not limited to, swimming, fish consumption and irrigation (lawn and garden). All products must be registered and approved by the EPA and Illinois Department of Agriculture for aquatic applications. All applicable labels and MSDS sheets shall be forwarded to the Public Works Department, 15655 Ravinia Avenue Orland Park, Illinois 60462.

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- d. Posting: All ponds must be posted at the time of treatment with water use restrictions. The signage should be placed in the sign holder provided at each pond. Signage must be approved of by the Village of Orland Park in advance of posting.
  
- e. Notification: The Village of Orland Park must be notified of treatment by the conclusion of each day. The Contractor will notify the Village of Orland Park by fax (708) 403-8798, the location and site number, date and time, type of treatment and observations, restrictions and comments. The Village of Orland Park representative will then inspect for effectiveness of treatment.

**SPECIAL CONDITIONS:**

**LABOR:**

The contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required and contractor shall provide identification.

Contractor must have a valid Illinois Department of Agriculture Applicators License.

**EQUIPMENT:**

All tools or equipment required to carry out the operations within the scope of this contract shall be provided by the contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. All on the road vehicles and equipment shall be identified by the contractor's name for purposes of identification, The Village reserves the right to inspect the equipment that will be used prior to award of bid.

Contractor must provide a listing of all equipment owned that will be used in the performance of the work under contract.

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**GENERAL PROVISIONS**

**Contract** – The successful bidder will be required to enter into a standard form contract, (example attached in Section III) with the Village of Orland Park within ten (10) business days of notice of bid award (hereinafter referred to as the “Contract”).

The term of this contract shall be for three (3) years, unless the Village notifies the Contractor in writing at least thirty (30) days before said anniversary date that it wishes to terminate the contract. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

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

**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 for the amount being requested. Invoices should include the following information:

- Name and address of contractor
- Purchase order number
- Dates of service
- Current invoice amount

Contractor shall bill the Village monthly for services rendered no later than the 10<sup>th</sup> of the month following the application period. All invoices must show the work being performed and the date of completion. All work shall be inspected and approved before any payment is authorized by the Infrastructure Maintenance Director. The Village reserves the right to withhold payment for any work not completed to the satisfaction of the Village. On schedule “B” applications, the Village requires invoices be sent within 30 days of work performed.

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

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

Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit

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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.

Contractor 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 is 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 and Surety Bond from the Village of Orland Park Development Services Department, as required by Village code.

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

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



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**BID SUBMISSION REQUIREMENTS**

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

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

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

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

**Schedule “A” and “B” Unit Price Bid Sheets** – Section II includes the Public Works Department Unit Price Bid Sheets for each year of the three year contract that must be completed and submitted with the bid package.

**References** - The bidder shall provide, on sheet provided, a list of three references, complete with name, address and telephone number. Each reference must be from a company who employed you to do work similar in size and nature to that you are bidding on. These references must be from jobs in progress or ones completed within the last three years.

The bidder shall have no less than five (5) years experience in this business, preferably with work situations of similar or larger size.

The bidder shall submit a letter with the bid which explains his qualifications and experience pertaining to the proposed work.

**Insurance** – Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage and endorsements, including Worker's Compensation,

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

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

Upon award of the contract, any insurance policies providing the coverage required of the Contractor shall be specifically endorsed to identify "*The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.*" If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a "Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's." The certificate of insurance shall also state this information on its face and endorsements will be required to be submitted if awarded the contract.

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

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**EVALUATION OF BIDS/BIDDERS**

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

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

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

Although price is a major consideration, financial resources, product quality, references, service, delivery time and past experience if applicable, will also be considered. The ability, capacity and skill of the bidder to perform the contract or provide the service required, within the time specified, will also determine the award of the bid.

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

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

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

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**BID SUBMITTAL CHECKLIST**

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

- Sealed Bid Envelope - Addressed to the Village of Orland Park, Attn: Village Clerk's Office, 14700 S. Ravinia Ave., Orland Park, IL 60462, and labeled: *Aquatic Weed Control Bid 2014-16* in the lower left hand corner.
- Bid - Bidder must submit three (3) complete, sealed, signed and attested copies of the bid, two (2) of which shall be complete bound copies and one (1) of which shall be a complete, identical, unbound copy of the bid, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall be the forms with the original signatures.
- All forms completed from Section II:
  - Bidder Summary Sheet
  - Schedule "A" Unit Price Bid Sheet
  - Schedule "B" Unit Price Bid Sheet
  - Business Organization
  - Certificate of Eligibility to Enter into Public Contracts
  - Sexual Harassment Policy
  - Equal Employment Opportunity
  - Tax Certification
  - References
  - Insurance Requirements

## **II – REQUIRED BID SUBMISSION DOCUMENTS**

**BIDDER SUMMARY SHEET**

**Aquatic Weed Control 2014-16**

Project Name

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

	<u>2014</u>	<u>2015</u>	<u>2016</u>
<b>Schedule "A" Total Price</b>	\$ _____	\$ _____	\$ _____
<b>Schedule "B"</b>			
Cost per Acre – Algae Control	\$ _____	\$ _____	\$ _____
Cost per Acre – Weed Control	\$ _____	\$ _____	\$ _____

Signature of Authorized Signee: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT**  
**AQUATIC WEED CONTROL FOR 2014/2015/2016**  
**UNIT PRICE BID SHEET**  
***SCHEDULE "A" Regular Treatment Required***

<b>Contract No.</b>	<b>Site ID</b>	<b>Name</b>	<b>Location</b>	<b>Acres</b>	<b>2014 Cost/Year</b>	<b>2015 Cost/Year</b>	<b>2016 Cost/Year</b>
2033	01-03	REDONDO POND	7845 Redondo Ln	0.40	\$	\$	\$
2043	02-09	NICKLAUS POND	13543 Nicklaus Dr	1.13	\$	\$	\$
2006	03-01	LAMPLIGHTER POND (Algae only)	9200 W. 138th St	0.61	\$	\$	\$
	08-25	ROYAL OAKS POND	11027 Royal Oaks Dr	0.37	\$	\$	\$
2011	09-01	POLICE POND	14500 Ravinia Ave	2.25	\$	\$	\$
2010	09-02	VILLAGE CENTER POND (Avoid Lily Pads)	14650 Ravinia Ave	1.25	\$	\$	\$
2001	13-04	COLONADES POND	7500 W.157th St	1.00	\$	\$	\$
2015	14-12	PLUM TREE POND	15699 86th Ave	1.33	\$	\$	\$
2021	15-01	VILLAGE SQUARE POND	9125 Kensington Way	5.34	\$	\$	\$
2009	15-06	HELEN POND	9011 Helen Ln	0.90	\$	\$	\$
2038	17-03	EQUESTRIAN TR EAST POND (Algae only)	15640 Shire Dr	0.68	\$	\$	\$
2035	17-05	SOMERGLLEN POND (Avoid Lily Pads)	10800 Somerglen Ln	1.12	\$	\$	\$
2034	17-06	LAKESIDE POND (Avoid Lily Pads)	15600 Lakeside Dr	1.45	\$	\$	\$
2053	20-07	ANTHONY DRIVE POND	10831 Anthony Dr	0.92	\$	\$	\$
2023	29-02	YEARLING CROSSING POND	16999 Yearling Crossing	1.14	\$	\$	\$

**VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT**  
**AQUATIC WEED CONTROL FOR 2014/2015/2016**  
**UNIT PRICE BID SHEET**  
***SCHEDULE "A" Regular Treatment Required***

<b>Contract</b>					<b>2014</b>	<b>2015</b>	<b>2016</b>
<b>No.</b>	<b>Site ID</b>	<b>Name</b>	<b>Location</b>	<b>Acres</b>	<b>Cost/Year</b>	<b>Cost/Year</b>	<b>Cost/Year</b>
2027	29-03	GREAT EGRET POND (Avoid Lily Pads)	10631 Great Egret Dr	1.88	\$	\$	\$
2054	29-09	EMERALD NORTH POND (Limited Pond Access)	17062 Kerry Ave	1.21	\$	\$	\$
2056	29-11	CHURCHILL POND	10655 Churchill Dr	0.57	\$	\$	\$
2060	31-15	MARLEY BLVD NORTH POND	18011 Marley Blvd	0.66	\$	\$	\$
2076	31-16	SETTLERS NORTH POND	11517 Settlers Pond Way	0.59	\$	\$	\$
2077	31-17	SETTLERS SOUTH POND	17938 Settlers Pond Way	0.67	\$	\$	\$
2078	31-18	LAKE SHORE NORTH POND	11548 Lake Shore Dr.	1.43	\$	\$	\$
2062	31-21	MARLEY BLVD SOUTH POND	18211 Marley Blvd	1.06	\$	\$	\$
2007	32-02	EAGLE RIDGE POND #2	17900 104th Ave	1.25	\$	\$	\$
2026	32-04 *	EAGLE RIDGE POND #4 (Algae Only)	10510 W. 183rd St	3.15	\$	\$	\$
* Only if necessary – Sensitive aquatic wildlife							
<b>TOTALS</b>				<b>31.03</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
					<b>2014</b>	<b>2015</b>	<b>2016</b>

*Please record TOTALS on Bidder Summary Sheet*



**VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT**  
**AQUATIC WEED CONTROL FOR 2014/2015/2016**  
**UNIT PRICE BID SHEET**  
*SCHEDULE "B" As Needed Treatment Only*

<b>Contract No.</b>	<b>Site ID</b>	<b>Name</b>	<b>Location</b>	<b>Acres</b>
2005	02-04	CARO VISTA POND	13799 84th Ave	1.88
2022	02-05	WEDGWOOD COMMONS POND	14240 80th Ave	3.21
2012	02-08	SUNNYPINE POND	8725 Pine St	3.34
2044	02-10	87th AVENUE EAST POND	14291 S. 87th Ave	0.82
2065	02-12	88th AVENUE NORTH POND	13933 S. 88th Ave	0.70
2046	03-10	TALLGRASS POND	13621 Tallgrass Tr	1.70
2047	03-11	LEGEND TRAIL POND	13835 Legend Tr	0.85
2070	04-04	TRIANGLE POND	14060 LaGrange Road	1.06
2036	05-03	ARBOR RIDGE POND	11025 Arbor Ridge Dr	0.41
2048	05-04	ASHFORD POND	10900 W. 143rd St	0.57
2066	05-08	PERSIMMON MEADOW POND	10957 W. 142nd St	0.65
2049	06-05	CREEK CROSSING POND	14175 Creek Crossing Dr	1.10
2050	06-07	CREEKSIDE POND	11500 W. 143rd St	0.80
2071	06-09	LONG RUN CREEK PARK POND	11600 Long Run Drive	1.65
2051	08-24	CRYSTAL MEADOW POND	10810 Crystal Meadow Ct	0.20
2016	10-02	ORLAND SQUARE POND	9100 W. 151st St	6.00
2031	10-04	SCHUSSLER POND	8900 Golfview Dr	3.35
2014	14-05	ORLAND GOLFVIEW POND	15531 Merion Dr	9.91
2015	14-12	PLUM TREE POND	15699 86th Ave	1.00
2002	15-02	PARK HILL POND #1	15799 Parkhill Dr	3.40
2004	15-05	PARKHILL POND #3 & PARK	15798 Parkhill Dr	3.85
2020	16-01	TREETOP POND #2	15400 Treetop Dr	2.05
2019	16-02	TREETOP POND #1	9937 Treetop Dr	0.11

<b>Contract No.</b>	<b>Site ID</b>	<b>Name</b>	<b>Location</b>	<b>Acres</b>
2067	17-16	COLETTE POND	15801 Park Station Blvd	8.44
2008	18-01	SPRING CREEK POND	11250 Poplar Creek Ln	1.97
2040	19-02	REC CENTER WEST POND	11351 W. 159th St	0.50
2041	19-03	REC CENTER EAST POND	11351 W. 159th St	0.55
2042	19-04	REC CENTER SOUTH POND	11351 W. 159th St	0.38
2028	20-01	BEEEMSTERBOER POND	10701 W. 160th St	2.14
2025	20-02	APPLEKNOL POND	10599 W. 163rd Pl	0.58
2029	20-03	GLEN OAK INDUSTRIAL POND	10798 W. 165th St	0.28
2037	22-01	SETON PLACE POND	9460 Seton Pl	0.40
2072	29-05	MALLARD LANDING ENTRANCE	16927 108th Ave	0.43
2032	29-12	FAWN TRAIL POND	10839 Fawn Trail Dr	4.08
2057	29-20	CAPISTRANO NORTH POND	10510 Capistrano Ln	0.44
2058	29-27	DEER CHASE ESTATES POND	10541 Buck Dr	1.44
2073	29-29	JULIE ANN LANE POND	16711 Julie Ann Lane	0.19
2074	29-30	WARWICK LANE NORTH POND	16930 Warwick Lane	2.35
2075	29-31	WARWICK LANE SOUTH POND	17030 Warwick Lane	0.87
2059	30-04	GREEN KNOLL POND	11257 Steeplechase Pkwy	0.82
2061	31-20	MARLEY BLVD MIDDLE POND	18121 Marley Blvd	0.66
2063	31-28	AUTUMN RIDGE EAST POND	11218 Autumn Ridge	0.39
2068	31-32	IMPERIAL WEST POND	18210 Imperial Ln	0.23
2069	31-33	IMPERIAL EAST POND	18237 Imperial Ln	0.11
2003	32-05	BETH POND	10942 Beth Dr	10.00
2030	P28-02	LAKE LUCILLE POND	12630 Laketrail Dr	3.00
2055	P32-05	BRITTANY SOUTH POND	13350 Brittany Dr	1.10
2013	P33-01	MILL CREEK POND	9998 Creek Rd	2.24
2018	P34-01	PALOS SPRINGS POND	8950 Patty Ln	1.00
2017	P34-02	BUTTERFIELD POND	8925 Butterfield Ln	1.60
2024	P35-01	PARKVIEW ESTS POND & PARK	8701 Butterfield Ln	2.31

**Additional sites may be added to this list.**

**TOTAL 97.11**

	2014	2015	2016
<b>Cost Per Acre - ALGAE CONTROL*</b>	\$ _____	\$ _____	\$ _____
<b>Cost Per Acre - WEED CONTROL*</b>	\$ _____	\$ _____	\$ _____

*Please record above Cost per Acre on Bidder Summary Sheet*

**\* Price will be prorated depending on site size. Indicate minimum cost below, if any, for sites less than (1) one acre.**

**Example**

**Site #1 - .5 acre @ \$40.00/acre = \$20.00**

**Site #2 - .1 acre @ \$40.00/acre = \$40.00 minimum/site**

**Site #3 - 1.25 acre @ \$40.00/acre = \$50.00**

	2014	2015	2016
<b>ALGAE</b>	\$ _____	\$ _____	\$ _____
<b>WEED</b>	\$ _____	\$ _____	\$ _____

**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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## SEXUAL HARASSMENT POLICY

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

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

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

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

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

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

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

**G.** That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement

obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

**ACKNOWLEDGED AND AGREED TO:**

**BY:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**TAX CERTIFICATION**

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

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

\_\_\_\_\_ and I hereby certify  
(Name of Project)

that \_\_\_\_\_ is not

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**REFERENCES**

**(Please type)**

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

## **INSURANCE REQUIREMENTS**

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

### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident, \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

### **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

Waiver of Subrogation in favor of the Village of Orland Park

### **EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

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

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

ACCEPTED & AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized to execute agreements for:

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Name of Company

### **III - ADDITIONAL INFORMATION**

## EXHIBIT A

### VILLAGE OF ORLAND PARK LOCAL VENDOR PURCHASING POLICY

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

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

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

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

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

**EXHIBIT B**  
**VILLAGE OF ORLAND PARK**  
**(Contract for Services)**

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and \_\_\_\_\_ (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid Proposal as it is responsive to the VILLAGE’S bid requirements
- All Certifications required by the Village
- Certificates of insurance
- Performance and Payment Bonds as may be required by the VILLAGE

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

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(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services \_\_\_\_\_ and

No/100 (\$\_\_\_\_\_) Dollars.

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

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

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

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

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

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

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

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

To the CONTRACTOR:  
.  
  
Telephone:  
Facsimile:  
e-mail:

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



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

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

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

**SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

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

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

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

**SECTION 14: COUNTERPARTS** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: Village Manager

Date: \_\_\_\_\_

FOR: THE CONTRACTOR

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE