

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Thursday, August 21, 2014

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
INVITATION TO BID

Materials Loading and Hauling Services

The Village of Orland Park, Illinois will receive sealed bids until 11:00 A.M. on the 9th day of September, 2014 at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Materials Loading and Hauling Services. 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.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids.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 proposing and to disregard all non-conforming, conditional or counter bids.

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

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

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

INVITATION TO BID

MATERIALS LOADING AND HAULING SERVICES

ISSUED

August 21, 2014

BID OPENING

September 9, 2014
11:00 A.M.

**VILLAGE OF ORLAND PARK, ILLINOIS
MATERIALS LOADING AND HAULING SERVICES
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I. INSTRUCTIONS TO BIDDERS

OVERVIEW

The Village of Orland Park requests Bids for Materials Loading and Hauling Services, (“the Project”) for the Village of Orland Park, Illinois (“Village”). See the Bid Specifications prepared by the Village Public Works Department for details on the Project.

In order to be responsive, SEALED BIDS must be signed and received 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 September 9, 2014.** All sealed bids must be submitted to the Village Clerk’s Office, 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:

Loading and hauling excavated spoils and/or materials from stockpiles at two Village Bulk Material Storage Facilities to a licensed Clean Construction Demolition Debris (CCDD) Fill Operation, an authorized non-CCDD fill operation or a recycling facility at the Contractor’s discretion. Contractor shall supply all work, tools, equipment, trucks, fuel, personnel, permits, insurance and any other expenses required to complete the loading and hauling of material as specified.

Oral, telephonic, telegraphic 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 Rich Rittenbacher, Public Improvement Technician II, by fax at (708) 403-8798 or email at publicworks@orlandpark.org if you have any technical questions on this Project. **Inquiries received in writing no later than September 2, 2014 will be given consideration and answers will be provided in writing to 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

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before bids are opened to those persons who have received bid packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

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

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

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BID SPECIFICATIONS FOR:

Materials Loading and Hauling Services

SCOPE OF WORK:

The Village is requesting bids for loading and hauling excavated spoils and materials from stockpiles at two Village Bulk Material Storage Facilities to a licensed Clean Construction Demolition Debris (CCDD) Fill Operation, an authorized non-CCDD fill operation or a recycling facility at the Contractor's discretion. Contractor shall supply all work, tools, equipment, trucks, fuel, personnel, permits, insurance and any other expenses required to complete the loading and hauling of material as specified.

SPECIAL CONDITIONS:

Locations of the two sites where materials are to be removed are shown on the Bulk Material Storage Facilities Site Plan located in *Section III*, Exhibit B. Both sites are located in the Village and the street addresses are: 10201 West 153rd Street, and 16401 South 108th Avenue.

Vehicles and Equipment shall be operated and maintained in good, serviceable condition and must comply with all applicable sections of the current Illinois Vehicle Code. All trucks to be used for hauling shall be dump trucks with trailers and have a minimum twelve (12) cubic yard capacity.

Materials and Spoils to be hauled are separated (and stockpiled) into two categories.

1. Bituminous- This material stockpile is the product of utility repair work in paved areas and consists of excavated asphalt with some lesser amounts of aggregate mixed. This stockpile also contains asphalt from pavement milling operations, and unused surplus Hot-Mix Asphalt.
2. Spoils- The spoils stockpile(s) is the product of various maintenance and repair projects and consists predominately of a mixture of clays, sand, and topsoil. However some isolated areas may contain a mixture of other materials. All spoils to be removed from the Facility will be tested for classification as CCDD. The Village will provide all Material testing. Where applicable, IEPA form LPC- 662 or LPC-663 will be provided.

Schedule and Quantity will be determined by necessity. Approximately three (3) times each year, as notified by the Village and within 28 days of notification, the Contractor will load and remove materials as directed by the Village. For any single mobilization, the Contractor will remove a minimum of 30 loads. For bidding purposes, an approximate yearly total of 120 loads will apply as specified in *Section II*. Actual quantities of materials to be hauled may vary significantly between mobilizations.

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Roadway Maintenance: The Contractor shall be responsible for keeping the adjacent pavement clean during hauling operations. Any material dropped or tracked onto the public roadway by the Contractor's equipment during hauling operations shall be promptly removed at the Contractor's expense. Street cleaning is not a pay item.

Bid Submission:

Bidders shall provide the information requested in *Section II*.

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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) days of notice of bid award (hereinafter referred to as the “Contract”).

The term of this contract shall be for three (3) years. 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.

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) 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

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

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

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

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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 or the Department of Labor (<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>) shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Village Clerk. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

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

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

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

Indemnification - The selected contractor shall indemnify, defend and hold harmless the 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

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

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

Unit Price Bid Sheet – Please provide unit prices and extended amounts for each item, on the Unit Price Bid Sheet located in *Section II*. Bid prices shall include all work, tools, equipment, trucks, fuel, personnel, permits, insurance and any other expenses required to complete the loading and hauling of material as specified.

Bid Deposit – No bid deposit is required to be submitted with this bid.

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

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Payment and Performance Bonds – No payment or performance bonds are required to be submitted by the successful bidder in relation to this project.

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

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

Upon award of the contract, any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "*The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.*" If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a "Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's." The certificate of insurance shall also state this information on its face and endorsements will be required to be submitted if awarded the contract. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village, but failure of the insurer to strike this reference shall not be a waiver of the obligation to provide any written notice.

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Bid Price - The submitted bid price shall include all work, tools, equipment, trucks, fuel, personnel, permits, insurance and any other expenses necessary to perform the work in accordance with the Bid 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.

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

Award of the contract is subject to Village Board approval. The Corporate Authority of the Village may elect to enforce its Local Vendor Purchasing Policy (see *Section III* 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: ***Materials Loading and Hauling Services - Bid*** in the lower left hand corner.
- Bid - Bidder must submit **three (3) complete, sealed, signed and attested copies of the bid, two (2) of which shall be complete bound copies and one (1) of which shall be a complete, identical, unbound copy of the bid**, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall contain original signatures.
- All forms completed from *Section II*:
 - Bidder Summary Sheet
 - Unit Price Bid Sheet
 - Business Organization
 - Certificate of Eligibility to Enter into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity
 - Certification of Compliance With the Illinois Prevailing Wage Act
 - Tax Certification
 - References
 - Insurance Requirements

II – REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

Materials Loading and Hauling Services
Project Name

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

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

FEIN #: _____

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

E-mail Address: _____

GRAND TOTAL FOR ENTIRE THREE YEAR CONTRACT TERM:

\$ _____
(Insert price from Section II, Unit Price Bid Sheet)

Name of Authorized Signee: _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

ACCEPTANCE: This bid is valid for 60 calendar days from the date of submittal.

UNIT PRICE BID SHEET

Materials Loading and Hauling Services

Loading and hauling excavated spoils or materials from stockpiles

The undersigned, having become familiar with the Project as described in this Invitation to Bid, hereby bids 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 services required for and the Project.

No	Item	Quant	Unit	Unit Price	Amount
<u>Year One (2014-2015):</u>					
1	BITUMINOUS MATERIALS LOADING AND HAULING	40	LOADS	_____	_____
2	SPOILS (CCDD) LOADING AND HAULING WITH IEPA FORM LPC 662/663	60	LOADS	_____	_____
3	SPOILS LOADING AND HAULING – SPECIAL WASTE (NO IEPA FORM)	20	LOADS	_____	_____
<u>Year Two (2015-2016):</u>					
4	BITUMINOUS MATERIALS LOADING AND HAULING	20	LOADS	_____	_____
5	SPOILS (CCDD) LOADING AND HAULING WITH IEPA FORM LPC 662/663	80	LOADS	_____	_____
6	SPOILS LOADING AND HAULING – SPECIAL WASTE (NO IEPA FORM)	20	LOADS	_____	_____
<u>Year Three (2016-2017):</u>					
7	BITUMINOUS MATERIALS LOADING AND HAULING	20	LOADS	_____	_____
8	SPOILS (CCDD) LOADING AND HAULING WITH IEPA FORM LPC 662/663	80	LOADS	_____	_____
9	SPOILS LOADING AND HAULING – SPECIAL WASTE (NO IEPA FORM)	20	LOADS	_____	_____

**GRAND TOTAL PRICE FOR ENTIRE
THREE YEAR CONTRACT TERM :**
(sum of lines 1 thru 9)

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

The foregoing total shall be the basis for establishing the amount of the labor and payment and is not to be construed as a lump sum Contract Price. The actual number of loads removed will determine the final payment for the Project.

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

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 _____, 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 Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

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

F. That it will permit access to all relevant books, records, accounts and work sites by

personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

ACKNOWLEDGED AND AGREED TO:

NAME: _____

SIGNATURE: _____

WITNESS: _____

DATE: _____

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

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

Contractor:

By: _____
(Authorized Officer)

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

Notary Public

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 _____, 2014.

Notary Public

REFERENCES

Please provide three (3) references with whom your organization has performed similar work.

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 Certificate of Insurance showing Bidder's current coverages

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

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

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

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, 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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "; but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. 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

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.

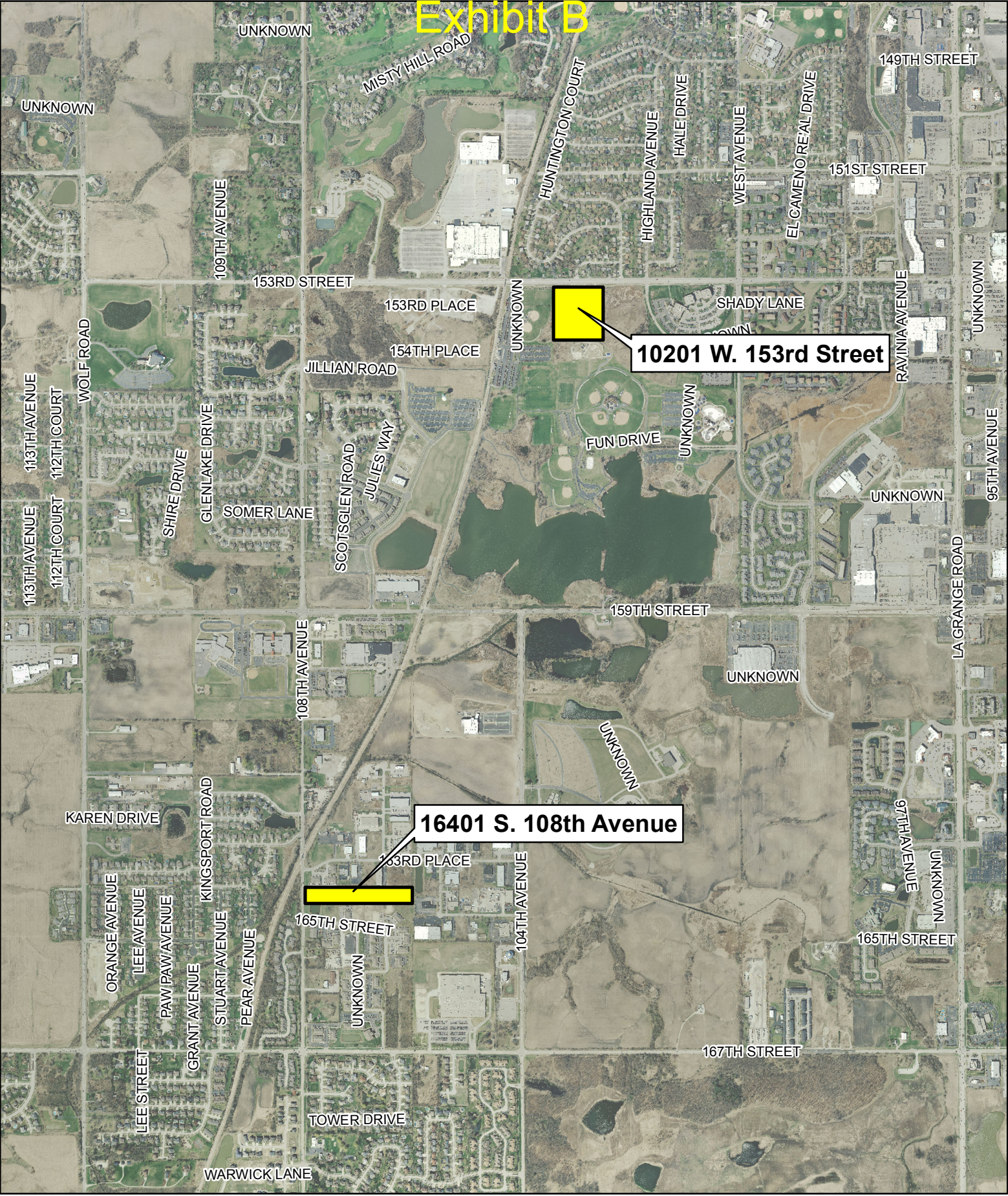
In an effort to promote the aforementioned benefits, the Village of Orland Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland 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	\$20,000

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



10201 W. 153rd Street

16401 S. 108th Avenue

PUBLIC WORKS DEPARTMENT
Village of Orland Park
15655 Ravinia Avenue
Orland Park, IL 60462
(708) 403-6350
publicworks@orland-park.il.us

BULK MATERIAL STORAGE FACILITIES

10201 west 153rd Street
16401 south 108th Avenue

This map is for reference only. The Village makes no representations as to the accuracy of the depicted utility locations or sizes. The data is subject to change without notice. The Village of Orland Park assumes no liability in the use or application of the data. Reproduction or redistribution is forbidden without the expressed written consent from the Village of Orland Park.

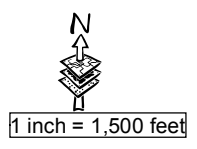


Exhibit C
VILLAGE OF ORLAND PARK
(Contract for Services)

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 as it is responsive to the VILLAGE’S bid requirements
- All Certifications required by the Village
- Certificates of insurance

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

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

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence[upon 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, defend 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