

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Thursday, January 8, 2015

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
INVITATION TO BID #15-002

108TH AVENUE BULK MATERIAL TRANSFER AND STORAGE FACILITY SITE GRADING

The Village of Orland Park is soliciting bids for 108th Avenue Bulk Material Transfer and Storage Facility Site Grading. Sealed bids will be received by the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 **until 11:00 A.M. local time on January 22, 2015** at which time all bids received will be publicly opened and read aloud at Village Hall, 14700 S. Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The Bid Specifications are available at the Office of the Village Clerk and online on the Village's website www.orlandpark.org. Bids are to be submitted on the forms furnished and properly executed in accordance with the directions contained in the Invitation to Bid. After opening of the bids, no bid shall be withdrawn without the consent of the Village for a period of sixty (60) days after the scheduled time of opening.

Each bid must be accompanied by a bid bond, certified or cashier's check in the amount of **ten percent (10%)** of the total amount of the bid, made payable to the Village of Orland Park, as a guarantee that the successful Bidder will furnish satisfactory performance and payment bonds in the full amount of the executed Contract and proceed with the Project.

The successful Bidder will be required to furnish a Performance and Payment Bond equal to one hundred percent (100%) of the total Contract price in accordance with the provisions stated in the Invitation to Bid.

Bidders must comply with all provisions of State of Illinois and federal laws concerning public works projects including but not limited to the Illinois Prevailing Wage Act, the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

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.

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
ITB #15-002

108TH AVENUE BULK MATERIAL TRANSFER AND STORAGE FACILITY SITE GRADING

ISSUED

JANUARY 8, 2015

SUBMISSION DEADLINE

JANUARY 22, 2015
11:00 A.M.

OFFICE OF THE VILLAGE CLERK
JOHN C. MEHALEK, VILLAGE CLERK
14700 SOUTH RAVINIA AVENUE
ORLAND PARK, ILLINOIS 60462

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- Exhibit B – Erosion and Grading Plan
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- Exhibit D – Alternate Block Wall Installation/Construction
- Exhibit E – Site Plan
- Exhibit F – Sample Agreement

I – INSTRUCTIONS TO BIDDERS

**VILLAGE OF ORLAND PARK, ILLINOIS
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SUMMARY

The Village of Orland Park (the "Village") is soliciting bids for Bulk Transfer Storage Facility Site Grading (the "Project"). This bid includes an Alternate to install and construct concrete storage bays. See the Bid Specifications for details on the Project and Alternate.

CONTACT PERSON

Bill Cunningham
Village of Orland Park
Public Improvement Project Coordinator
E-mail: publicworks@orlandpark.org
Fax: (708) 403-8798

QUESTIONS AND ADDENDA

Bidders may, in writing, ask questions or request clarification about this Invitation to Bid (the "ITB"). **Only written inquiries directed to the contact person listed above and received by noon on January 15, 2015 will be given consideration.** No oral comments will be made to any Bidder as to the meaning of the Technical Specifications or other contract documents.

Before the bid opening, the Village will make available to the public answers to questions or any modifications or additions to this Project or ITB in the form of a written addendum. Bidders may find addenda and **sign up for Bid Posting e-mail alerts** on the Village's website at www.orlandpark.org/bids.aspx. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the website 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 this ITB. In the event of conflict with the original ITB documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission. A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

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BID SPECIFICATIONS

The successful Bidder shall construct an earthen berm around the north and south side of the existing gravel parking lot at the Village's 108th Avenue Bulk Material Transfer and Storage Facility located at 16401 S. 108th Avenue Orland Park, IL. The Village will supply material for the berm, and make such material available to the successful Bidder at 10201 West 153rd Street, Orland Park, IL.

Alternate – At the Village's sole discretion, this Project may also include the installation and construction of concrete storage bays (the "Alternate"). If this Alternate is added to the Project, the Village will provide all concrete blocks. **Bidders are required to submit bids for the Alternate.** See *Exhibit D* for more information on the Alternate.

The following details apply to this Project:

1. **STABILIZED CONSTRUCTION ENTRANCE**

Description. This work shall consist of furnishing, installing, maintaining and removing a stabilized pad of aggregate underlain with geotechnical fabric as shown on the plans or directed by the Engineer.

Materials. Materials shall conform to the following:

Aggregate size. IDOT Aggregate Gradation: CA-1, CA-2, CA-3, or CA-4.

Geotechnical Fabric shall meet the requirements of Section 210 of the Standard Specifications except that reference to Method of Measurement and Basis of Payment do not apply.

Construction Requirements. The course aggregate shall be a thickness of 6 inches or more. The stone entrance should not be filled until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than 3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

The minimum width shall be 7 feet, or 4 feet wider than the largest equipment utilizing the entrance, whichever is greater.

All surface water flowing or diverted toward the construction entrance shall be piped

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across the entrance. Any pipe used for this will be considered incidental to the STABILIZED CONSTRUCTION ENTRANCE.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-ways must be removed immediately.

Upon removal of the construction entrance, the successful Bidder shall backfill the area with the original material. Restoration will be measured and paid for separately.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall be payment in full for all material, labor and any other items required including geotechnical fabric to complete the work.

2. EARTHWORK

Section includes: Earthwork required to complete the work described herein and on the drawings. Work under this section shall be performed by the successful Bidder unless noted otherwise.

Soil testing and inspection service: The successful Bidder shall at his own expense if he deems necessary engage a soil testing and inspection service to test soils proposed for use in the work and initial quality control testing during earthwork operation.

3. PROJECT CONDITIONS

Traffic: Conduct operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

Protection of Existing Improvements: Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements to remain in place. Protect improvements on adjoining properties as well as those on the Village's property. Restore damaged improvements to their original condition, as acceptable to the Village or other parties or authorities having jurisdiction.

Existing Utilities: Locate existing underground utilities in the areas of Work before starting earthwork operations. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Village's Representative immediately for directions as to procedure. Cooperate with the Village

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and public and private utility companies in keeping their respective services and facilities in operation.

Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shutoff of services if lines are active.

Furnished Material: Furnished excavation and topsoil material will be provided by the Village. Material will be located at 10201 153rd Street Bulk Material Transfer Site. The successful Bidder will be required to load and haul material from the 10201 153rd Street Bulk Material Transfer Site to the 16401 108th Avenue Bulk Material Transfer Storage Facility.

Temporary Protection: Barricade open excavations and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required. Protect existing improvements on and off the Work Site from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

Compacting: Control soil compaction during construction, providing the minimum percentage of density specified.

Percentage of Maximum Density Requirements: Provide not less than the following percentages of density of soil material compacted at + 2% optimum moisture content. Compact top 12" of subgrade and each layer of backfill or fill material to 75 % relative density for cohesionless soils (ASTM D4253 and D4254) and 95% maximum density for cohesive soil (ASTM D698).

Ground Surface Preparation: When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, bring moisture condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

Placement and Compaction: Place backfill and fill materials to required grades in layers not more than 9" in loose depth. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of density. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

Grading: Uniformly grade the area, including adjacent transition areas. Smooth finish surfaces within specified tolerances, compact with uniform levels or slopes between elevations points, or between such points and existing grades.

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Protection of Graded Areas: Protect newly graded areas from traffic and erosion, and keep free of trash and debris and growth of weeds. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

Reconditioning Compacted Areas: Where complete compaction areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

Restoration: Restore all areas affected by construction both on and off Village's property to original condition.

Disposal of excess and Waste Materials: Burning is not permitted on the Village's property. Remove waste materials, excess excavated materials, excavated material classified as unsatisfactory soil material, trash and debris, from the Village's property and legally dispose of it.

Method of Measurement and Basis of Payment. The work will be measured and paid for at the contract unit price per cubic yard of EARTHWORK, of the type specified which price shall include all labor, equipment and materials necessary to complete the work as specified.

If the successful Bidder fails to comply with the requirements for satisfactory performance, the Village has the right to make other arrangements as it may deem necessary to correct the deficiency and deduct the cost from any monies due to the Successful Bidder.

4. TOPSOIL

Placing Topsoil and Compost: Topsoil shall not be placed until the area to be covered has been shaped, trimmed, and finished according to the project grading plans. All irregularities or depressions in the surface due to weathering or other causes shall be filled or smoothed out before the topsoil is placed. If the existing surface has become hardened or crusted, it shall be disked or raked or otherwise broken up so as to provide a bond with the lift of topsoil to be applied.

Finishing: The surface of the topsoil shall be free from clods, stones, sticks and debris and shall be according to the lines, grades rolling of the entire surface shall be made.

Clearing Area and Disposal of Surplus Material: Upon completion of the work, all areas shall be cleared of equipment, debris, and excess material. Surplus or waste material resulting from construction operations shall be disposed of in a proper and legal manner.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard

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(cubic meter) for TOPSOIL PLACEMENT; per square yard for the thickness specified;

5. MULCH FOR SEEDED AREAS

Mulch / Erosion Control Blanket: Within 24 hours of seed placement, mulch by the following method shall be placed on the areas specified. On slopes steeper than 1:3 (V:H), mulch shall be applied the same day as seeded.

Erosion Control Blanket: Erosion control blanket may be placed using either excelsior blanket or knitted straw blanket. Within 24 hours of seed placement, blanket shall be placed on the areas specified. Prior to placing the blanket, the areas to be covered shall be relatively free of rocks or clods over 1 1/2 in. (40 mm) in diameter, and sticks or other foreign material which will prevent the close contact of the blanket with the seed bed. If, as a result of rain, the prepared seed bed becomes crusted or eroded, or if eroded places, ruts, or depressions exist for any reason, the Successful Bidder shall rework the soil until it is smooth and reseed such areas which are reworked.

After the area has been properly shaped, fertilized, and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The excelsior and knitted straw blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil. The heavy duty blankets shall be placed so that the heavy duty extruded plastic mesh is on the bottom.

For placement in ditches, the erosion control blanket shall be applied parallel to the centerline of the ditch so that there are no longitudinal seams within 2 ft (600 mm) of the bottom centerline of the ditch. The blanket shall be toed in on the upslope edge and shingled or overlapped with the flow. On slopes, the blanket shall be applied either horizontally or vertically to the contour, toed in on the upslope edge, and shingled or overlapped with the flow.

Anchoring the blankets shall be according to the manufacturer's specifications.

Basis of Payment: This work will be paid for at the contract unit price per square yard (square meter) for EROSION CONTROL BLANKET

6. SEEDING

Description. This shall consist of preparing the ground surface (seed bed), fertilizing the areas to be seeded as specified in the plans, furnishing and placing the seed, watering, weeding and additional seeding when required to meet the performance criteria. All work shall be in accordance with the applicable portions of Sections 211, 250 and of the "Standard Specifications for Road and Bridge Construction".

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Materials. Seed material must be the species and weight/acre as detailed in the plans. Seed quality must meet the applicable standards set forth in Standard Specification 1081.04. No seed shall be sown until purity testing has been complete for the seeds to be used. The successful Bidder shall submit written verification that the seed mixture meets the agreed upon mix and the noxious weed requirements. Written verification of seed testing shall come from the seed producer.

Construction Requirements. The Successful Bidder may propose the method and time of seeding, however, he must meet the completion date of the contract, and the performance requirements as defined below within the contract time. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded.

As directed by the ENGINEER, 270 pounds of fertilizer nutrients per acre shall be applied to areas to be seeded at a 1:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	5.6pounds/100sy (90 lbs/acre)
Phosphorous Fertilizer Nutrients	5.6pounds/100sy (90 lbs/acre)
Potassium Fertilizer Nutrients	5.6pounds/100sy (90 lbs/acre)

Watering shall be done as directed by the Engineer and shall be incidental to the cost of SEEDING (SPECIAL) for which no additional compensation will be made.

Seed Bed Preparation: The surface of the seed bed should be prepared so that no clods over ½ inches in diameter, weeds, sticks, crusting or gullyng is present. The seed bed shall be scarified to a depth of 6 inches.

Performance Criteria: Satisfactory performance shall consist of 95% coverage of the seeded area at the end of the first post-construction growing season (October 1). None of the three dominant plant species in any planting or seeding zone may be non-native species, cattail, garlic mustard or reed canary grass.

Coverage shall mean a uniform coverage of vegetation at least 2 inches tall from the grade planted for any square yard planted. If the Successful Bidder does not meet the above performance standard on or by June 1st another inspection will take place in the following growing season (October 1st) and no second payment will be made until performance is met.

Method of Measurement and Basis of Payment. The work will be measured and paid for at the contract unit price per square yard of SEEDING, of the type specified which price shall include all labor, equipment and materials necessary to complete the work as specified.

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If the Successful Bidder fails to comply with the requirements for satisfactory performance, the Village has the right to make other arrangements as it may deem necessary to correct the deficiency and deduct the cost from any monies due the Successful Bidder.

For more details on erosion control, grading plan, the Alternate block wall installation and construction and the Site plan see *Section III - Exhibits*.

Special Conditions:

1. The Project shall be performed in accordance with the latest editions of the following:
 - a. Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" along with the latest edition of "Supplemental Specifications and Recurring Special Provisions" (collectively the "SSRBC")
 - b. "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways"
 - c. "Standard Specifications for Water and Sewer Main Construction in Illinois." Section III contains additional specifications, which must also be adhered to (where applicable), in the form of: (i) Special Provisions and (ii) Construction Details
2. The successful Bidder shall submit a construction schedule prior to starting any work, and shall submit weekly progress reports until all work is completed.

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BID SUBMISSION REQUIREMENTS

SEALED BIDS

Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered. 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 January 22, 2015.** 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.

COPIES

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. Bids shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive. All copies shall contain original signatures with the exception of photocopies of bid bonds.

BID BOND

Each bid must be accompanied by a bid deposit, as earnest money, in the form of a bid bond, a certified check or cashier's check, drawn on a responsible bank, made payable to the *Village of Orland Park* for ten percent (10%) of the total amount of the bid price. After Contract award, the Village will return deposits to unsuccessful Bidders.

Only one (1) original bid bond document is required. Please include the original in the unbound copy, and provide photocopies in the bound bid copies.

COMPLETED FORMS

Bidders shall provide all the information requested in *Section II* of this ITB.

Bidder Summary Sheet – *Section II* includes the Bidder Summary Sheet which must be completed and submitted with the bid. Prices must include all permits, insurance, equipment, plant facilities, work and expense necessary to perform the work in accordance with the Technical Specifications. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. Bidders must provide unit prices and grand total prices for the items listed.

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Affidavit of Compliance – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the bid.

References – *Section II* includes the References form that must be completed and submitted with the bid. Bidders shall provide three (3) references for which they have performed similar work. By providing this information, Bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Bidder's references to further evaluate Bidder responsibility.

Insurance Requirements – *Section II* includes the Insurance Requirements which must be completed, signed and submitted with the bid. Bidders may submit with the bid a current policy Certificate of Insurance showing the insurance coverages the bidder currently has in force.

WITHDRAWAL OF BIDS

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.

OTHER

Each Bidder is responsible for reading this ITB and determining that the Bid Specifications describe the Project in sufficient detail. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in this ITB and shall note in its bid the adjustments made to accommodate such deficiencies.

After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this ITB, which is 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.

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GENERAL TERMS AND CONDITIONS

Assignment – The successful Bidder shall not assign the work of this Project without the prior written approval of the Village.

Changes in the Scope of Work - Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village Board of Trustees prior to acceptance of the Change Order.

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. Bidders 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. Bidders are also 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. Bidders 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.

Confidentiality – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Bidder in response to this ITB will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these ITBs, where applicable, a Bidder must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Bidder. In order to receive said Notice, the successful Bidder shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Bidder if these documents are not submitted to and approved by the Village within ten (10) days of notice of bid award. *Section III* includes a sample standard contract, subject to modifications, that the successful Bidder will be required to enter into with the Village within ten (10) business days of notice of bid award (hereinafter referred to

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as the "Contract"). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Equals - Any references in this ITB 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. Equipment and materials are specified, but 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.

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 successful Bidder under its warranty immediately upon notification from the Village.

Indemnification - The successful Bidder 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 Bidder, 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 Bidder, its officers, agents and/or employees arising out of , or in performance of any of the Contract provisions, 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 Bidder 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 Bidder 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 Bidder shall promptly reimburse the Village or other indemnified party,

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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.

Inspections – The Village's Director of Public Works or his designee reserves the right to make any Project inspections at any time.

Payments – Payment terms will be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt of the successful Bidder's dated invoice. For payment, submit invoices electronically to accountspayable@orlandpark.org and include the following information:

- Successful Bidder's Name and address
- The Village's Purchase Order number
- Dates of service
- Dollar Amount Being Requested
- Current invoice amount
- Invoices from subcontractors
- Lien Waivers from subcontractors
- Previous retainage to date
- Current retainage
- Total retainage amount including current invoice

Invoices for payment must be approved by the Village's Director of Public Works or his designee. Upon the Village's request, invoices for progress payments must include supporting documentation such as packing slips, subcontractor's invoice and material invoices.

Performance Bond –When the Contract is executed with the successful Bidder, the deposits of the other remaining unsuccessful bidders will be returned or otherwise caused to be cancelled. The bid deposit of the successful Bidder will be retained until Payment and Performance Bonds and Insurance Certificates have been received and approved, at which time the bid bond will be returned. A Payment and Performance Bond, in the amount of one hundred percent (100%) of the contract price, with a corporation surety satisfactory to the Village, will be required to assure performance of the Contract. Any attorney-in-fact who signs any bond must attach to each bond an effective copy of his power of attorney, the date of the bond specifically including such date within the authority conferred thereby. Payment and Performance Bonds must be provided by a company listed in Federal Register Circular 570, latest revision, Surety Companies Acceptable on Federal Bonds, and a Financial Rating of V or better as published by Best's Key Rating Guide, latest edition. Additionally, the bonding firm must be registered to do business in Illinois by the State of Illinois Department of Insurance. In case of failure of the successful Bidder to timely provide the Payment and Performance Bonds and Certificate of Insurance, the Village may at its option, declare the Bidder in default of the

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Contract, in which case the bid deposit accompanying the bid shall be forfeited to, and shall become the property of the Village. The Village may elect either to accept the next lowest responsible bid, or re-advertise for new bids and take such other actions as are provided for under the default termination provisions of the Contract. Execution of the Contract by the Village will be contingent upon provision of the required bonds and insurance certificates. A "Notice to Proceed" will not be issued and work may not commence until required payment and performance bonds are in place.

Period of Performance – Time is of the essence in this Project. The successful Bidder must complete the Project not later than June 1, 2015. Should the successful Bidder neglect, refuse, or fail to complete the work under the Contract by June 1, 2015, and in view of the difficulty of estimating with exactness the damages caused by such delay, the Village will have the right to charge the Successful Bidder for each and every calendar day that the work is not complete according to the Contract, as liquidated damages and not a penalty per the *Schedule of Deductions for Each Day of Overrun in Contract Time, Article 108.09: Failure to Complete the Work on Time* of IDOT's Standard Specifications for Road and Bridge Construction in its latest edition.

Prevailing Wages - In the manner and to the extent required by law, this Project is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a contractor or any subcontractor of a contractor bound to this agreement who is performing services covered by this contract.

Retention – Ten percent (10%) of the amount due will be retained from payments for completed work. When final acceptance is obtained the retention will be released in its entirety. Additional amounts, as determined by the Village's Director of Public Works or his designee, may be withheld, until final acceptance is given. The retained amount will be authorized for payment only after all work is accepted as complete and satisfactory by the Director of Public Works or his designee.

Sales Tax Exemption – In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to work being done for this Project, the successful Bidder must complete the Village's Sales Tax Exemption Number Authorization Form. The successful Bidder may email purchasing@orlandpark.org for a copy of this form.

**VILLAGE OF ORLAND PARK, ILLINOIS
INVITATION TO BID
ITB #15-002**

EVALUATION OF BIDS/BIDDERS

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.

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 ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. Award of the contract is subject to Village Board approval. The Village may elect to enforce its Local Vendor Purchasing Policy as specified in *Section III, Exhibit A*. The Village may also conduct a pre-award facility survey. 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 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.

**VILLAGE OF ORLAND PARK, ILLINOIS
INVITATION TO BID
ITB #15-002**

BID SUBMITTAL CHECKLIST

In order to be responsive, each Bidder must submit the following items:

- A. **Three (3) sealed copies of the bid:** Two (2) original bound versions and one (1) unbound identical copy of the bid labeled RFQ # 15-002 – 108th Avenue Bulk Transfer Storage Facility Site Grading in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

- B. **Bid Bond** for ten percent (10%) of the bid price. Include the original document in the unbound bid copy.

- C. **Signed and completed forms** from *Section II*:

1. Bidder Summary Sheet
 - Price Proposal
2. Affidavit of Compliance
 - Business Organization
 - Eligibility to Enter Into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity Compliance
 - Prevailing Wage Compliance
 - Participation in Apprenticeship and Training Program
 - Tax Certification
 - Authorization & Signature
3. References
4. Insurance Requirements

- D. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

II – REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

ITB #15-002 - 108th Avenue Bulk Material Transfer and Storage Facility Site Grading
Project Name

Business Name: _____

Contact Person Name and Title: _____

Address (Street, City, State, Zip Code): _____

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

E-mail Address: _____

BID UNIT PRICING AND GRAND TOTAL BID – SITE GRADING IMPROVEMENTS PROJECT

Code Number	Items	Unit	Quantity	Unit Price	Total Cost
20400800	EXCAVATION (MATERIAL FURNISHED)	CU YD	3,601	\$ _____	\$ _____
21101645	TOPSOIL (MATERIAL FURNISHED) AND PLACE, 12"	SQ YD	12,920	\$ _____	\$ _____
25000312	SEEDING, CLASS 4A	ACRE	3.1	\$ _____	\$ _____
25100630	EROSION CONTROL BLANKET	SQ YD	14,874	\$ _____	\$ _____
Z0013796	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	190	\$ _____	\$ _____
28000400	PERIMETER EROSION BARRIER	FOOT	2,500	\$ _____	\$ _____
70101700	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$ _____	\$ _____
Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$ _____	\$ _____
GRAND TOTAL BID: SITE GRADING IMPROVEMENTS PROJECT					\$ _____

ITB #15-002 - 108th Avenue Bulk Material Transfer and Storage Facility Site Grading
Project Name

Business Name: _____

GRAND TOTAL BID – ALTERNATE PROJECT

	Items	Unit	Quantity	Unit Price	Total Cost
	CONCRETE BLOCK STORAGE BAY INSTALLATION / CONSTRUCTION (PER BID SPECIFICATIONS, VILLAGE WILL PROVIDE CONCRETE BLOCKS)	LUMP SUM	1	\$ _____	\$ _____
GRAND TOTAL BID: ALTERNATE PROJECT				\$ _____	

AFFIDAVIT OF COMPLIANCE

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned _____, as _____
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of _____, certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Bidder is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D. #: _____
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation _____
(State of Incorporation) (Date of Incorporation)

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes [] No []

The Bidder is eligible to enter into public contracts, and 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.

3) **SEXUAL HARRASSMENT POLICY:** Yes [] No []

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "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."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [] No []

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The Bidder shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) 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; (VI) 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; and (VII) 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 Bidder 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 Bidder 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. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 the Bidder 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.

5) PREVAILING WAGE COMPLIANCE: Yes [] No []

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder 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 or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that 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 Bidder 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 Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

6) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes [] No []

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: _____

Brief Description of Program: _____

7) TAX CERTIFICATION: Yes [] No []

Bidder 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.

8) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This _____ Day
of _____, 20__.

Notary Public Signature

NOTARY SEAL

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: _____
(Enter Name of Business Organization)

1. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME _____

YEAR OF PROJECT _____

2. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME _____

YEAR OF PROJECT _____

3. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME _____

YEAR OF PROJECT _____

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident
\$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence
\$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the successful Bidder, 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 successful Bidder, 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 successful Bidder’s obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) 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 _____, 2015

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – EXHIBITS