

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Wednesday, January 14, 2015

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
INVITATION TO BID #15-004

POLICE DEPARTMENT PARKING LOT IMPROVEMENTS

The Village of Orland Park is soliciting bids for Police Department Parking Lot Improvements. 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 February 5, 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 After opening of the bids, no bid shall be withdrawn without the consent of the Village for a period of sixty (60) days after the scheduled time of opening.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 #15-004

POLICE DEPARTMENT PARKING LOT IMPROVEMENTS

ISSUED

JANUARY 14, 2015

SUBMISSION DEADLINE

FEBRUARY 5, 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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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 the Police Department Parking Lot Improvements (the “Project”). See the Bid Specifications for details on the Project.

CONTACT PERSON

Frank Stec
Village of Orland Park
Director of Parks & Building Maintenance
E-mail: fstec@orlandpark.org
Fax: (708) 403-6289

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 28, 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 complete the Project not later than August 30, 2015. To complete the Project the successful Bidder shall remove approximately 7,300 sy of existing asphalt pavement, patch and repair existing subbase and place 4" of new asphalt and new pavement markings.

All work shall be performed in accordance with the latest editions of the following:

1. IDOT "Standard Specifications for Road and Bridge Construction" along with the latest edition of "Supplemental Specifications and Recurring Special Provisions" (collectively the "SSRBC")
2. "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways"
3. "Standard Specifications for Water and Sewer Main Construction in Illinois." Section III contains additional specifications, which must also be adhered to (where applicable)

All Bidders shall be pre-qualified by the Illinois Department of Transportation (IDOT). Additionally, the successful Bidder shall submit a construction schedule prior to starting any work, and shall submit weekly progress reports until all work is completed.

The following details also apply to this Project:

STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the IDOT "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012, (hereinafter referred to as the "Standard Specifications"); the "Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of invitation for bids; the "Supplemental Specifications and Recurring Special Provisions" latest edition as indicated on the Check Sheet included herein, and as listed in the table below, which apply to and govern this Project to be completed in the Village of Orland Park, Cook County. In case of conflict with any part or parts of Standard Specifications, these Special Provisions shall take precedence and shall govern.

SPECIFICATION	ADOPTED/DATED
Illinois Manual On Uniform Traffic Control Devices for Streets And Highways" (IMUTCD)	2009 Edition
Manual of Test Procedure of Materials	2009 Edition
Standard Specifications for Water & Sewer Main Construction in Illinois	July 2009

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LOCATION OF PROJECT

The Project location is the Orland Park Police Department Parking Lot at 15100 S. Ravinia Avenue, Orland Park, IL.

DESCRIPTION OF PROJECT WORK

Remove approximately 7,300 sy of existing asphalt pavement, patch and repair existing subbase and place 4" of new asphalt and new pavement markings.

CONSTRUCTION STAGING

Bidders must maintain access to a minimum of 50% of the parking spaces in the work zone at all times.

CONTROL OF WORK AND PROSECUTION AND PROGRESS

It is the intent of the Village that this Project be constructed in an orderly and timely manner. Toward this end, the successful Bidder shall take special note of the provision of Article 105.06, Article 108.01 paragraph 2, and Article 108.02 of the Standard Specifications which shall be adhered to.

ARTICLE 108.05 – COMPLETION DATE

Time is of the essence for this Project. All work shall be completed by **August 1, 2015**.

MAINTENANCE OF ROADWAYS (DISTRICT 1 RSP)

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this Project, the successful Bidder shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Village, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the successful Bidder as required by the Village.

If items of work have not been provided in the Contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Village, it will be paid for in accordance with Article 109.04 of the Standard Specifications.

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70101700 - TRAFFIC CONTROL AND PROTECTION

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, the TRAFFIC CONTROL PLAN included in the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

Fresh oil signs shall be posted at both ends of the roadway and all side streets as directed by the Village. Construction ahead signs shall be placed at both ends of the roadway and side streets while construction is in progress. This will not be paid for separately but shall be included in the cost of Traffic Control and Protection

Modify Section 700 as follows:

701.04 General. In 701.04 (a) Applications. Include the following revisions; Paragraph 1 Delete "or as directed by the ENGINEER." Paragraph 4 Delete "and as directed by the ENGINEER.

Add the following:

The successful Bidder shall make frequent inspections of the worksite. Any traffic control items that are worn, damaged or are inoperative to the extent that they no longer meet these specifications or that has been displaced shall be repaired or removed and replaced. Traffic control items shall be properly installed and operational 24 hours-a-day, 7 days a week. The individual specified in paragraph 6 of subsection (a) shall be available for 24 hour-a-day contact. The successful Bidder shall respond to requests from the Village to correct traffic control deficiencies within 4 hours of the request. If specification is not met within 4 hours of notice, the Village will take whatever action it may deem necessary to bring the traffic control within specification and deduct all costs (actual and incurred) from amounts due the successful Bidder.

The successful Bidder shall maintain at least one lane of traffic for local and emergency use at all times, except for allowable closures with detours as shown on the plans or approved by the Engineer.

All signs except those referring to daily lane closures shall be post mounted in

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accordance with Standard 702001.

701.14 Specific Procedures. Add the following:

"Rough Grooved Surface" signs (W8-I107) shall be used when the road has been cold milled and is open to traffic. These signs shall be installed a minimum of 500 feet from any area where the pavement has been milled. The signs shall remain in place until the cold milled condition no longer exists.

"Fresh Oil" signs (W21-2) shall be used when prime has been applied to pavement or base course that is to remain open to traffic. The sign shall be installed a minimum of 200 feet from any area where prime has been applied. They shall remain in place until the tacking of the prime ceases.

"Fines Double Through Construction Zone" signs shall be installed at all entrances to the construction zone.

Article 701.19 "Method of Measurement" shall be replaced completely with the following:

701.19 Method of Measurement.

These items of work will be measured on a lump sum basis for furnishing installing, maintaining, replacing, relocating and removing the traffic control devices required in the plans and these special provisions.

Article 701.14 "Signs" shall be modified by adding the following paragraph,

Temporary Construction Information Signs and Temporary Information Signing. When indicated in the traffic control plan or as directed by the Village the successful Bidder shall furnish, install, maintain, relocate, and remove for various stages of construction Temporary Construction Information Signs. These signs shall include all Temporary Construction Information Signs needed by the road users to proceed safely through the work zone.

Article 701.20 "Basis of Payment" shall be modified by replacing the first paragraph with the following,

"This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION. The payment will be in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the plans and specifications and as directed by the Village, except for items that are specified to be paid for separately.

The salvage value of the materials removed shall be reflected in the bid price for this

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item.

Any delays or inconveniences incurred by the successful Bidder while complying with these requirements shall be considered included in the cost of TRAFFIC CONTROL AND PROTECTION and no additional compensation will be allowed.

Any traffic control devices required by the Village to implement the Traffic Control Plan as shown in the plans and specifications of the contract shall be considered included in the cost of the pay item TRAFFIC CONTROL AND PROTECTION.

If the Village requires additional work involving a substantial change of location and/or work which differs in design and/or work requiring a change in the type of construction, as stated in Article 104.02(d) of the "Standard Specifications" the standards and/or the designs, other than those required in the plans, will be made available to the successful Bidder at least one week in advance of the change in traffic control. Payment for any additional traffic control required for the reasons listed above will be in accordance with Article 109.04 of the "Standard Specifications".

Revisions in the phasing of construction or maintenance operations, requested by the successful Bidder, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. The successful Bidder shall submit revisions or modifications to the traffic control plan shown in the Contract to the Village for approval. No additional payment will be made for a successful Bidder requested modification."

Delete 701.20 Basis of Payment (b).

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State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

**SPECIAL PROVISION
FOR
INSURANCE**

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Orland Park

Christopher B. Burke Engineering, Ltd.

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

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DRAINAGE & UTILITY STRUCTURES ADJUSTMENT (SPECIAL)

Description. This work shall consist of removing the existing frame and lid, installing a steel plate and backfilling with stone prior to surface removal. Upon construction of the binder course, the STRUCTURE shall be adjusted to final grade. All work shall be done in accordance with Section 602 of the Standard Specifications and as specified herein.

Each structure adjustment shall be limited to two adjustment rings. The final ring and rings under 2" on all drainage adjustments shall be rubber. Intra-Riser 'Multi-Purpose Rubber Adjustment Risers' or an approved equal are to be used. The successful Bidder shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of the rubber ring. The successful Bidder shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES ADJUSTMENT (SPECIAL) The word STRUCTURE shall be understood to mean catch basin, manhole, valve vault, water valve or inlet as the case may be.

COMBINATION CONCRETE CURB AND GUTTER

Description. This work shall consist of the construction of new concrete curb and gutter including all necessary excavation, embankment and subbase granular material as shown in the detail on the plans and in accordance with Sections 606, 202, 205 and 311 of the Standard Specifications and as specified herein.

Construction Requirements. In addition to the requirements of Article 606.06 of the Standard Specifications the successful Bidder shall excavate all material necessary to build the proposed curb and gutter and proposed subbase in accordance with Section 202 of the Standard Specifications. The proposed subbase shall be subbase granular material, Type B, 4" thick in accordance with Section 311 of the Standard Specifications. Backfill behind the proposed back of curb shall be in accordance with Section 205 of the Standard Specifications. Any existing pavement removed adjacent to the new curb and gutter shall be replaced with Class SI concrete.

Expansion joints shall be placed at a maximum spacing of 45 feet.
Contraction joints shall be placed at a maximum spacing of 15 feet.

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The following items are to be considered included in the cost of curb and gutter as shown in the details:

- Filling the gap between the existing pavement and proposed Curb and Gutter Removal and Replacement in accordance with State Standard 606001.
- Excavation to 6" behind the proposed Back of Curb.
- Suitable backfill materials, CA-6 if beneath driveway or sidewalk.
- Proposed ¾" preformed expansion joint at concrete sidewalks or driveways.
- 4" earth excavation and replacement with Subbase Granular Material, Type B, 4".
- Longitudinal bars, if encountered in the existing curb or curb and gutter, are not to be replaced. Cutting and removing longitudinal bars shall be included.
- Drill and grout 2 #6 epoxy coated dowel bars into the existing curb and gutter.

Method of Measurement and Basis of Payment. Combination concrete curb and gutter and all excavation, subbase material, Class SI concrete, and restoration necessary to construct the work as shown on the plans and as specified herein shall be measured and paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER B-6.12 or B-6.24.

POROUS GRANULAR EMBANKMENT, SUBGRADE

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Village in accordance with applicable portions of Section 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumpy, loose soil and for placing under water and shall conform with Article 1004.05 of the Standard Specifications except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

<u>Sieve Size</u>	<u>Percent Passing</u>
*6 in. (150 mm)	97 ± 3
*4 in. (100 mm)	90 ± 10
2 in. (50 mm)	45 ± 25
No. 200 (75 µm)	5 ± 5

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2. Gravel** and Crushed Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
*6 in. (150 mm)	97 ± 3
*4 in. (100 mm)	90 ± 10
2 in. (50 mm)	55 ± 25
No. 4 (4.75 mm)	30 ± 20
No. 200 (75 µm)	5 ± 5

* For undercut greater than 18 inches (450 mm) the percent passing the 6 inch (150 mm) sieve may be 90 ± 10 and the 4 inch (100 mm) sieve requirements eliminated.

** Not to be used in 30 or 40 year extended life concrete pavement or extended life bituminous concrete pavement (full depth).

The porous granular material shall be placed in one lift when the total thickness to be placed is 2 feet (600 mm) or less or as directed by the Village. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01(g) of the Standard Specifications to obtain the desired keying or interlock and compaction. The Village shall verify that adequate keying has been obtained.

A 3 inch (75 mm) nominal thickness top lift of capping aggregate having a gradation of CA 6 will be required when Aggregate Subgrade is not specified in the contract and Porous Granular Embankment, Subgrade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the Standard Specifications or granular subbase is placed on top of the porous granular material.

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the porous granular embankment subgrade.

Full depth subgrade undercut should occur at limits determined by the Village. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1 foot (300 mm) longitudinal per 1 inch (25 mm) depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the contract.

Method of Measurement. This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. When specified on the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

Basis of Payment. This work shall be paid for at the Contract unit price per cubic yard

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(cubic meter) for POROUS GRANULAR EMBANKMENT, SUBGRADE.

The Porous Granular Embankment, Subgrade shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

HOT-MIX ASPHALT SURFACE REMOVAL, 4”

Description of Work: This work shall consist of removing existing bituminous materials (or aggregate) from the pavement, in accordance with Article 440 of the Standard Specifications. The HMA Surface Removal shall be milled at 4” and any additional aggregate shall be removed and graded to provide space for 4” of new HMA pavement.

Disposal of Materials: All material resulting from the Hot Mix Asphalt Surface Removal operations shall be disposed of, at the successful Bidder’s expense, outside the limits of the job at locations acceptable to the Village. In accordance with Section 107.01 of the “Standard Specifications for Road and Bridge Construction” as amended by Public Act 90-761.

Construction Requirements: The successful Bidder shall remove the existing bituminous materials (or aggregate or concrete base) to the limits shown on the plans.

Care shall be taken not to damage the curb and gutter or the drive approaches. Curb and gutter and drive approaches damaged by the removal operations that are not schedule for replacement shall be removed and replaced to the satisfaction of the Village, by the successful Bidder at his expense.

The successful Bidder shall at the time of the removal operations have equipment on the job capable of removing any debris left behind by the planing machine. Failure to remove debris left by the planing machine to the satisfaction of the Village will result in a deduction of \$100 per hour from the bituminous removal item in the Contract. The deduction shall start from the onset of the planning operation and continue until appropriate equipment arrives on the jobsite and debris removal begins.

Butt joints shall not be ground more than 48 hours prior to paving and shall be ramped until the paving operations begin.

Scheduling: Due to the delicate nature of the base course throughout this Project, it will be required that the successful Bidder coordinate the milling and paving operations such that ANY portion of the lott that has been milled, will be paved with binder within 24 hours of milling operations. Failure to do so shall result in liquidated damages in the amount of **\$1000 per day** until the binder course has been placed. Should the successful Bidder fail to pave within the allotted time, and the pavement now require additional aggregate base

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course patching, the contractor shall be responsible for the additional patching. All costs associated with this additional patching shall be incurred by the successful Bidder.

Method of Measurement: HOT-MIX ASPHALT SURFACE REMOVAL will be measured in square yards of the depth specified on the plans. This will be paid for only once regardless of the number of passes needed to remove the bituminous materials. Bituminous materials removed from the drive approaches will not be measured for payment.

Basis of Payment: This work will be paid for at the Contract unit price per square yard, on the depth specified, for HOT-MIX ASPHALT SURFACE REMOVAL, of the depth specified. This will be paid for only once regardless of the number of passes needed to remove the bituminous materials. Bituminous materials removed from the drive approaches will not be measured for payment. Removal of bituminous materials from drive approaches and for **Butt Joints** will not be paid for, but shall be considered included in the Contract.

SURVEY AND CONSTRUCTION LAYOUT

Description of Work: The successful Bidder will be required to survey the existing parking lot or portion of the existing parking lot that he/she deems necessary to layout the proposed parking lot grades. The proposed parking lot surface must properly drain to the existing drainage structures. Note that minor corrections to existing grades may be necessary to ensure that the new pavement surface drains properly. Any flat, back pitched or low areas that do not drain properly upon completion of the paving must be corrected by the successful Bidder at no cost to the Village.

Basis of Payment: This work will be paid for at the Contract unit price per lump sum for SURVEY AND CONSTRUCTION LAYOUT.

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CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/otag/retrofit/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verde/verdev.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

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device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

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Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

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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 February 4, 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.

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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.

Bidders, having become familiar with the Project details as designated in this ITB, hereby propose to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the Project.

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

Alternates - Equipment and materials are specified. If Bidders propose alternate equipment and or material other than those outlined within this ITB, Bidders shall specify such alternates by preparing a cut sheet and including it with the bid. If for any reason, and at the sole discretion of the Village, any alternate equipment and or materials are deemed to be unacceptable the entire bid submission maybe disregarded.

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

Bid Price - The submitted bid prices shall include all permits, insurance, bonds, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Bid Specifications in this ITB. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Bid Specifications describe the standards of construction and are not intended to describe a particular manufacturer's product.

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

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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 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

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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, 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 Parks or his designee reserves the right to make any Project inspections at any time.

Insurance – The successful Bidder 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* of this ITB. **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.**

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

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- 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 Parks 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 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 August 1, 2015. Should the successful Bidder neglect, refuse, or fail to complete the work under the Contract by August 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.

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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 Parks 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 Parks 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.

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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.

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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 ITB # 15-004 – Police Department Parking Lot Improvements 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 #15-004 – Police Department Parking Lot Improvements
Project Name

Business Name: _____

Contact Person Name and Title: _____

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

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

E-mail Address: _____

Price Proposal (continued on page 28)

ITEM #	Code Number	Items	Unit	Quantity	Unit Price	Total Price
1	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	250	\$ _____	\$ _____
2	35800100	PREPARATION OF BASE	SQ YD	7300	\$ _____	\$ _____
3	35800200	AGGREGATE BASE REPAIR	TON	50	\$ _____	\$ _____
4	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	50	\$ _____	\$ _____
5	40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	2200	\$ _____	\$ _____
6	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1100	\$ _____	\$ _____
7	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	630	\$ _____	\$ _____
8	44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	7300	\$ _____	\$ _____
9	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	100	\$ _____	\$ _____
10	*60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	100	\$ _____	\$ _____

ITB #15-004 – Police Department Parking Lot Improvements

Project Name _____

Business Name: _____

11	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	75	\$ _____	\$ _____
12	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	4000	\$ _____	\$ _____
13	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	14	\$ _____	\$ _____
14	*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ _____	\$ _____
15	*Z0018100	DRAINAGE UTILITY STRUCTURES ADJUSTMENT (SPECIAL)	EACH	13	\$ _____	\$ _____
16	*Z0042002	POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	250	\$ _____	\$ _____
17	* N/A	Survey and Construction Layout	L SUM	1	\$ _____	\$ _____
<p>GRAND TOTAL BID PRICE: \$ _____ <i>(combine all total prices on items 1 thru 17 from both page 27 and page 28)</i></p>						

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 _____

TOTAL COST OF PROJECT \$ _____

YEAR OF PROJECT _____

2. **ORGANIZATION** _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME _____

TOTAL COST OF PROJECT \$ _____

YEAR OF PROJECT _____

3. **ORGANIZATION** _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME _____

TOTAL COST OF PROJECT \$ _____

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

EXHIBIT A
LOCAL VENDOR PURCHASING POLICY

The Village believes it is important to provide local vendors with opportunities to provide goods and services to 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 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 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.