

LEGAL NOTICE - MUST RUN IN
DAILY SOUTHTOWN ON
FRIDAY, JUNE 19, 2015

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR QUALIFICATIONS #15-018

PHASE 1 DESIGN ENGINEERING SERVICES - JOHN HUMPHREY DRIVE

The Village of Orland Park is requesting Statements of Qualifications (SOQs) from engineering consulting firms to provide Phase I Design Engineering Services for utility, drainage, street light and capacity improvements of John Humphrey Drive from Orland Square Drive to 143rd Street.

The submittal deadline is not later than **11:00 A.M., local time, on Thursday, July 9, 2015.** Submittals will be opened and evaluated in private and submittal information will be kept confidential until an award is made.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No submittal shall be withdrawn after the opening of the SOQs without the consent of the Village for a period of ninety (90) days after the scheduled time of opening SOQs.

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

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

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

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

REQUEST FOR QUALIFICATIONS

RFQ #15-018

PHASE 1 DESIGN ENGINEERING SERVICES -
JOHN HUMPHREY DRIVE

ISSUED

June 19, 2015

SUBMISSION DEADLINE

July 9, 2015
11:00 A.M.

SUBMIT TO:

VILLAGE OF ORLAND PARK
ATTENTION: CLERK'S OFFICE
14700 SOUTH RAVINIA AVENUE
ORLAND PARK, ILLINOIS 60462

VILLAGE OF ORLAND PARK
RFQ #15-018

TABLE OF CONTENTS

PART I : PROJECT SCOPE

Section / Title	Page
Purpose	3
Project Description.....	3
Existing Conditions	3-4
Funding & Anticipated Project Challenges	4-5
SOQ Submittal Requirements and Guidelines	5-6
Submittals & Selection Schedule	6
Selection Criteria, Inquiries & Addenda	7
Submittal Checklist	8
General Provisions	9-11

PART II : REQUIRED FORMS

SOQ Summary Sheet.....	12
Affidavit of Compliance.....	13-16
References	17
Insurance Requirements	18

PART III : EXHIBITS

Sample Agreement	(under separate cover)
Location Map.....	(under separate cover)
Aerial.....	(under separate cover)
Traffic Counts	(under separate cover)
Wetland Information	(under separate cover)

PART 1: PROJECT SCOPE

Purpose

The Village of Orland Park (the “Village”), in Cook and Will Counties, Illinois, is inviting qualified firms to submit qualifications for Phase I Engineering Services for utility, drainage, street lighting, pedestrian access and capacity improvements of John Humphrey Drive (“JHD”) from Orland Square Drive to 143rd Street (the “Project”). Upon selection and negotiation with a Consultant the Village will apply for STP funding for the Phase I Engineering. JHD has recently been added to the Federal Highway system.

Project Description

This Project proposes to address roadway drainage, street lighting, pavement condition, pedestrian access, and capacity on JHD from Orland Square Drive to 143rd Street. This Project will also address intersection capacity at 143rd Street, 144th Street and 147th Street. It is anticipated with the recent new development in the area that the level of service of the corridor along with the intersections will decline. The Village is currently experiencing pavement deficiencies on the east leg of the intersection of 143rd Street and JHD. This Project will evaluate and recommend options to address the problems.

JHD has been identified in the Village’s pavement maintenance program as needing substantial repairs due to pavement failures. JHD is a major connector road to the Orland Square Mall from 143rd Street. JHD runs parallel with US Route 45 (LaGrange Road) and is used as an alternate north-south route to LaGrange Road. Retail and commercial development encompass both sides of JHD. 144th Street and 147th Street connect JHD and LaGrange Road.

In addition to the pavement failures along JHD, the Village would like to address drainage needs along the corridor, add LED street lighting, add a multi-use path and sidewalks, analyze the traffic capacity at 143rd Street, 144th Street and 147th Street which may include a bi-directional lane, traffic signals and/or roundabouts. With the recent development in the area along LaGrange Road and 143rd Street, specifically, Mariano’s and REVA Residential located at 142nd Street and 95th Avenue, the intersection of 143rd Street and JHD will experience a decline in its’ Level of Service. The east leg of this intersection is currently failing due to the soil structure in the area and needs to be reconstructed. High quality wetlands exist at the SE corner of 143rd Street and JHD.

Existing Conditions

JHD is currently composed of a 44 foot wide bituminous pavement with curb and gutter on both sides. 143rd Street is a 65 foot wide bituminous pavement with curb and gutter. The east leg of 143rd Street is composed of a geotextile base. 144th Street and 147th Street are bituminous pavements with varying widths with curb and gutter. All segments of roadways affected by this project are under the jurisdiction of the Village. Orland Square Drive is privately owned. High quality wetlands exist at the SE corner of 143rd Street and JHD.

VILLAGE OF ORLAND PARK
RFQ #15-018

The following is the existing right of way along each of the routes:

JHD – Generally 80 feet

143rd Street – Varies 105 feet to 125 feet

144th Street – 66 feet

147th Street – Generally 80 feet

The corridor includes a variety of utilities including gas pipelines, natural gas pipelines, electric lines both overhead and underground, cable and phone. It will be important to identify each of the utilities present and potential conflicts or relocations.

Funding

Upon selection of a Consultant, the Village and Consultant will develop a detailed scope and fee. The Village will request STP funding from the Southwest Conference of Mayors for the Phase I Engineering services. The Consultant will be required to prepare the necessary funding forms (i.e. PPI, Local Agency Agreement and Engineering Agreement).

Anticipated Project Challenges

The selected engineering firm will be expected to complete all typical Phase I project tasks.

Additionally, successful completion of this project may involve addressing the following project challenges:

- **Right-of-way evaluation:** It is anticipated that ROW will need to be acquired. The selected firm will evaluate all of the ROW needs. The Village owns the property at the SE corner of 143rd and JHD. A Plat of Highways will be developed as the right of way acquisition needs are developed.
- **Federal Aid compliance:** This Project will be partially funded with Federal monies; therefore, the selected Consultant will be required to coordinate with IDOT and the Federal Highway Administration (FHWA) to acquire all necessary permits and clearances, including environmental and cultural clearances. The selected Consultant will be expected to ascertain the level of environmental processing for Federal aid procedures, including evaluation of environmental issues that may be associated with the current CCDD regulations. The Project corridor is mainly adjacent to commercial properties, but there are residential areas in the area of 143rd Street, as well as JHD. The selected firm will need to verify with IDOT whether or not a noise study will be required. If so, this will be included in the Phase I scope of services. The Village has not formally presented the project to IDOT or the FHWA. This will be one of the first tasks to be completed. The Village anticipates that at this meeting a determination will be made as to the level of Phase I Design necessary.
- **Inter-agency coordination:** It is anticipated that coordination with the Army Corp of Engineers will be required as part of the wetland disturbance.

VILLAGE OF ORLAND PARK
RFQ #15-018

- **Public and private Utility coordination:** The proposed work is expected to conflict with overhead and underground public and private utility infrastructure. The selected Consultant will be expected to coordinate with all utilities so that construction is not delayed because of utility conflicts.
- **Geometric evaluation:** In addition to the importance of proper roadway design, the Consultant shall evaluate various traffic control options for the corridor. Pedestrian maneuverability through the corridor will be important.
- It is anticipated that a soils investigation will need to be performed as part of the Phase I engineering work.
- 143rd Street pavement evaluation and remediation options analysis.

Statements of Qualifications (SOQ) Submittal Guidelines and Requirements

Each statement of qualifications (SOQ) will be reviewed independently and rated as to completeness, understanding of Project assignment, relevant experience, Project approach, and assessment of Project challenges. Following the initial review, up to three (3) firms will be selected for an interview. Following the interview, a preferred Consultant will be selected and a Fee Proposal will be requested. At this time the Village is **not** requesting a fee proposal.

SOQs shall include the following information:

1. Firm Information: Name, address and brief history of firm. Consultants must be IDOT pre-qualified by IDOT in Highways, Location Drainage, Traffic Studies, Location/Design Studies, Hydraulic Reports, and Environmental Reports. Please include the Firms latest IDOT approved pre-qualification.
2. Identification of Critical Issues: In addition to the Project challenges as identified by the Village, each Consultant should provide a further assessment of other critical issues which will need to be addressed, based upon the firm's experience with similar projects.
3. Related Design Experience: Interested firms should submit a minimum of three (3) and a maximum of five (5) specific examples of relevant roundabout design and construction utilizing Federal Funds. Reference should be made to project name, date completed, municipal clients' name and contact information, project budget, etc.
4. Project Approach: Interested firms should provide a summary of the proposed Project approach which includes projected schedules, proposed milestones, submittal dates for key documents, and project phasing. Firms should also provide specific information regarding project approach for the various design elements anticipated described previously.

VILLAGE OF ORLAND PARK
RFQ #15-018

5. Resumes of Key Personnel: Interested firms should submit resumes and background information on the key personnel of the firm that will work directly with the Village.

Note Regarding Fee Proposal:

Do not submit a fee proposal at this time. Upon receipt of SOQs and completion of interviews, the Village will begin negotiations with the top ranked firm to develop a detailed scope, fees, schedule and contract. If an agreement cannot be satisfactorily negotiated with the top-ranked firm, negotiations will be terminated and the Village will enter into negotiations with the second-ranked firm, and so on until agreement is reached and a firm is selected. Following selection of a consulting firm by Village Staff, the recommendation will be forwarded to the Development Services Committee and the Village Board for approval.

Submittals & Selection Schedule

Five (5) copies of the SOQ are required. Submittals must be received at the address below **not later than 11:00 a.m. on Thursday, July 9, 2015:**

**Village of Orland Park
Attention: Clerk's Office
14700 South Ravinia Avenue
Orland Park, IL 60462**

Selection Schedule

The Village anticipates the following schedule for the selection of a firm:

Village issues RFQ:	June 19, 2015
RFQ Question deadline:	June 30, 2015, 12:00 P.M.
Submittal deadline:	July 9, 2015, 11:00 A.M.
Review of Proposals:	July 9-17, 2015
Interviews with selected finalists (3):	July 27-30, 2015
Selection of preferred Consultant:	July 31, 2015
Negotiations:	August 3-7, 2015
Submittal of Fee proposal:	August 14, 2015
Recommendation to Committee:	September 21, 2015
Awarding of Contract by Village Board:	October 5, 2015

VILLAGE OF ORLAND PARK
RFQ #15-018

Selection Criteria

The following will be used for scoring each of the submittals:

- Firms past work experience within the Village – 15%
- Similar Project Experience – 30%
- Project Team – 10%
- Overall Completeness of Submittal and Project Understanding – 25%
- Interview – 20%
 - The Village will score each of submittals and the top three firms will be invited to an interview. The Interview will be worth 20%. Upon completion of the interviews the firm with the top overall score will be selected to start negotiations.

Inquiries

Questions regarding this RFQ must be submitted in writing, not later than 12:00 p.m. local time on Monday, June 30, 2015 and directed to:

Kurt Corrigan, PE
Transportation and Engineering Manager
Village of Orland Park
kcorrigan@orlandpark.org

Addenda

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFQ in the form of a written Addendum to be posted on the Village's website. **Consultants are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submission.** A Consultant's failure to include a signed formal Addendum in its SOQ submission may deem it non-responsive.

In order to receive notification of any Addenda, please register your email with the Village via the "Sign Up" link for Bid Postings at www.orlandpark.org/asp. Answers to questions will not be mailed to potential Consultants. No oral comments will be made to any Consultant as to the meaning of the RFQ and Specifications or other contract documents. Answers will be provided in writing to all potential Consultants. Consultants will not be relieved of obligations due to failure to examine or receive documents, visit the Village's website or become familiar with conditions or facts of which the Consultant 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 Consultant or relieve him from fulfilling any of the conditions and obligations set forth in this RFQ. In the event of conflict with the original RFQ documents, Addendum shall govern to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified.

VILLAGE OF ORLAND PARK
RFQ #15-018

Submittal Checklist

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

1. **Five (5) sealed hardcopies of the SOQ:**

Not later than the submittal deadline, Consultants must submit five (5) complete, sealed and signed hardcopies of the SOQ. Two (2) hardcopies – one (1) bound set and one (1) unbound set - shall be marked “Original” and must contain original signatures. The other three (3) hardcopies shall be a complete, photocopied bound set of the signed “Original” SOQ and shall be marked “Copy”.

Submit your SOQs in one (1) envelope *labeled RFQ # 15-018 – Phase 1 Design Engineering Services – John Humphrey Drive* 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

2. SOQs must include signed and completed **Required Forms** from Section II:

- a. SOQ Summary Sheet
- b. Affidavit of Compliance (*notary required*)
- c. Three (3) to five (5) References
- d. Insurance Requirements

3. **Acknowledgement of Addendum (if applicable):** Consultants are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the SOQ submission. A Consultant’s failure to include a signed formal Addendum may deem the SOQ non- responsive.

VILLAGE OF ORLAND PARK
RFQ #15-018

GENERAL PROVISIONS

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

Each Consultant is responsible for reading this RFQ and determining that the Project Scope describes the Project in sufficient detail. Consultants shall notify the Village of any inappropriate items in this RFQ and shall note in its submittal the adjustments made to accommodate such deficiencies. *After submittals have been opened, no Consultant 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 Consultant from its obligation to perform.* All forms must be executed only on the forms provided by the Village and must be made in accordance with this RFQ, 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.

Assignment

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

Compliance with Laws

The Consultant 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 submittals or the performance of the Contract. Consultant 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. Consultants 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. Consultants 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. Consultants 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 Consultant in response to this RFQ

VILLAGE OF ORLAND PARK
RFQ #15-018

will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFQs, where applicable, a Consultant must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract

The selected Consultant will be required to enter into a standard form Professional Engineering Services contract with the Village and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The Contract will be modified to incorporate the terms of this RFQ and any pertinent documents included with the selected contractors accepted and approved SOQ. The Village reserves the right to terminate the relationship with the selected Consultant if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the Contract. Should the Consultant neglect, refuse, or fail to complete the work under the Contract in accordance with the Village's Requirements, the Consultant may be liable for consequential damages resulting directly from their negligent acts. Attached is a sample Professional Engineering Services Contract the Village intends to use for this Project.

Fee Proposal *(not to be submitted at this time)*

Following interviews, a preferred Consultant will be selected and a Fee Proposal will be requested. At this time the Village is **not** requesting a Fee Proposal. When submitted, the Fee Proposal price shall include all permits, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Project Scope and/or contract. The Fee Proposal shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Incurred Costs

The Village will not be liable in any way for any costs incurred by Consultants in replying to this RFQ.

Indemnification

The selected Consultant shall indemnify, defend and hold harmless the Village of Orland Park, 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 Consultant, 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 Consultant, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to

VILLAGE OF ORLAND PARK
RFQ #15-018

defense counsel of their choice. The Consultant 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 Consultant 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 Consultant 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.

Insurance Requirements

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

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

Length of Contract

The term of the services contract herein granted shall be as prescribed within the Project Scope commencing on the date of contract signing with the option to renew the contract for, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend 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 selected Consultant's dated invoice. For payment, submit invoices electronically to AccountsPayable@orlandpark.org and include the following information:

- Name and address
- Purchase order number
- Amount Being Requested
- Dates of service/transaction
- Current invoice amount

PART II: REQUIRED FORMS

SOQ SUMMARY SHEET

RFQ #15-018: Phase 1 Design Engineering Services - John Humphrey Drive

Organization Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

E-Mail address: _____

(No Fee Proposal required at this point)

ACCEPTANCE:

I have executed this SOQ as of date shown below.
This SOQ is valid for 90 (ninety) calendar days from the date of submittal.

Signature of Authorized Signee: _____

Title: _____

Date: _____

AFFIDAVIT OF COMPLIANCE

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

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

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

certifies that:

1) BUSINESS ORGANIZATION:

The Consultant 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 Consultant 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 Consultant 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, Consultant 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. Accordingly, the Consultant 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 Consultant 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 Consultant 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 Consultant and any person under which any portion of the Consultant’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 Consultant or other organization and its customers. In the event of the Consultant’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 Consultant 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) TAX CERTIFICATION: Yes [] No []

Consultant 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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Consultant set forth on the SOQ Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the SOQ 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, 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

Please provide three (3) to five (5) references. Attach additional pages if necessary.

Your Business Name _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

INSURANCE REQUIREMENTS

Consultants must agree to the Insurance Requirements on this form.

WORKERS COMPENSATION & EMPLOYER LIABILITY

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

AUTOMOBILE LIABILITY

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

GENERAL LIABILITY (Occurrence basis)

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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

PROFESSIONAL LIABILITY

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

Any insurance policies providing the coverages required, excluding Professional Liability, shall be specifically endorsed to identify **“The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.”** If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance. Consultants agree that if they are the selected to complete this Project, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, Consultant will submit a Certificate of Insurance 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 Consultant.

ACCEPTED & AGREED THIS _____ DAY OF _____, 2015.

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

Part III: Exhibits (under separate cover)

Sample Agreement

Location Map

Aerial

Traffic Counts

Wetland Information