

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Tuesday October 11, 2016

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
INVITATION TO BID #16-031

Aquatic Weed Control 2017-2019

The Village of Orland Park, Illinois will receive sealed bids until 11:00 A.M. on the 25th day of October, 2016 at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Aquatic Weed Control 2017-2019. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 14700 Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

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

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids.

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

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

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

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK
VILLAGE CLERK



ORLAND PARK

INVITATION TO BID
#16-031

AQUATIC WEED CONTROL 2017-2019

ISSUED

October 11, 2016

BID OPENING

October 25, 2016
11:00 A.M.

SUBMIT SEALED BIDS TO:

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

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Note: Unit Price Sheets are also available as EXCEL Spreadsheets on our website www.orlandpark.org/bids.aspx. These may be substituted for the Unit Price Sheets in this document (pages 21-24)

SECTION I – INSTRUCTIONS TO BIDDERS

VILLAGE OF ORLAND PARK, ILLINOIS
BID #16-031
Aquatic Weed Control 2017-2019

SUMMARY

The Village of Orland Park (the "Village") is soliciting bids from Contractors for Aquatic Weed Control 2017-2019 (the "Project").

Contact & Questions

Gary Couch
Parks Operations Manager
E-mail: gcouch@orlandpark.org
Fax: 708-403-6289

Any **questions** regarding this bid must be submitted **not later than noon on Tuesday, October 18, 2016**. Questions must be submitted in writing to the person listed above. No oral comments will be made to any Bidder as to the meaning of the bid documents.

BID SPECIFICATIONS

SCOPE OF WORK:

The Village of Orland Park, Illinois is requesting bids for AQUATIC WEED CONTROL 2017-2019. The work shall consist of aquatic weed and algae control at designated Schedule "A" and Schedule "B" ponds. Schedule "A" pond applications shall be on a bi-weekly basis, as directed by the Parks Operations Manager. Schedule "B" ponds shall be treated on an as needed basis as directed by the Parks Operations Manager. The duration of the contract shall be three (3) years. Generally the season begins May 1st and ends October 1st.

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

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

- a) Schedule "A": Chemical application of designated Schedule "A" ponds will be inspected and/or treated a minimum of every two weeks depending upon availability of sunlight, nutrients and water temperature. The Parks Operations Manager will determine such schedules based on conditions. The treatment program will proceed with a combined aquatic plant and/or algae treatment, with follow up inspections and/or treatment for submerged aquatic plants and/or algae treatments for the designated ponds as needed. IT IS THE INTENT OF THIS

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AGREEMENT THAT SCHEDULE "A" PONDS SHALL REMAIN WEED AND ALGAE FREE AT ALL TIMES.

- b) Schedule "B": Chemical application of designated Schedule "B" ponds will be on an as needed basis as directed by Parks Operations Manager. The treatment program will proceed with an aquatic plant and/or algae treatment as needed.
- c) Chemicals: Each product to be used for aquatic vegetation control during the season should be listed with each product's respective water use restrictions, including but not limited to, swimming, fish consumption and irrigation (lawn and garden). All products must be registered and approved by the EPA and Illinois Department of Agriculture for aquatic applications. All applicable labels and MSDS sheets shall be forwarded to Parks Administration, 14700 Ravinia Ave. Orland Park, Illinois 60462.
- d) Posting: All ponds must be posted at the time of treatment with water use restrictions. The signage should be placed in the sign holder provided at each pond. Signage must be approved of by the Village of Orland Park in advance of posting.
- e) Notification: The Village of Orland Park must be notified of treatment by the conclusion of each day. The Contractor will notify the Village of Orland Park by fax (708) 403-6289, the location and site number, date and time, type of treatment and observations, restrictions and comments. The Village of Orland Park representative will then inspect for effectiveness of treatment.

SPECIAL CONDITIONS:

LABOR:

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

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

EQUIPMENT:

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

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

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EXPERIENCE:

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

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

BID SUBMISSION REQUIREMENTS

Addenda

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

Copies

Bidders must submit **three (3) complete, sealed, signed and attested hardcopies of the bid.** One (1) hardcopy shall be an **original unbound** version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be **original bound** versions, marked "Original" and must contain original signatures. Bids shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

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Other

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

After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this ITB, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

Questions

Bidders may, in writing, ask questions or request clarification about this ITB. The question deadline for this ITB is at **noon on Tuesday, October 18, 2016**. Only written inquiries directed to the contact listed and received by the question deadline will be given consideration. No oral comments will be made to any Bidder as to the meaning of the Bid Specifications or other bid documents.

Required Forms

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

1. **Bidder Summary Sheet** – *Section II* includes the Bidder Summary Sheet which must be completed, signed and submitted with the bid. Prices must include all permits, insurance, equipment, work and expense necessary to provide the Vehicle. 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.
2. **Affidavit of Compliance** – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the bid.
3. **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. These references must be from jobs in progress or ones completed within the last three years. 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

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further evaluate Bidder responsibility.

4. **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.

5. **Unit Price Sheet Schedule “A” and “B”** – *Section II* includes the Unit Price Sheets for each year of the three (3) year contract which must be completed and submitted with the bid. Prices must include all permits, insurance, equipment, work and expense necessary to provide the services requested. The submitted bid prices shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Unit Price Sheet is also available as an Excel spreadsheet (included in the bid documents available for download on the Village’s website <http://www.orlandpark.org/bids.aspx>).

Sealed Bids Required

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 Tuesday, October 25, 2016.** Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered.

Bidders must submit bids in a sealed envelope/box labeled BID #16-031 Aquatic Weed Control 2016-2019 in the lower left hand corner. All sealed bids must be submitted to the Village Clerk’s Office. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project.

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 at minimum sixty (60) calendar days after the Village opens them.

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GENERAL TERMS AND CONDITIONS

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

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 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.

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Contract – Section III includes Exhibit B - 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”). The term of this contract shall be for three (3) years beginning January 1, 2017 with the option to cancel the 2nd and/or 3rd year, solely at the Village’s discretion with thirty (30) days-notice prior to January 1st of each year of the contract. Certain provisions of the Contract shall survive the expiration or termination of the Contract. This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

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

Guarantees and Warranties - All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. By submitting a bid, Bidder expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village and deficiencies shall be corrected by the successful Bidder under its warranty immediately upon notification from the Village.

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

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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 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 in Section II of this ITB, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Bidder. By signing this form, Bidders certify that in the event the Bidder does not already have the required insurance coverages in place, 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.

Bidders have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Bidder may incur as a result of obtaining said required coverage's. Bidders also represent that they have taken the insurance requirements into account and at Bidders' sole discretion, has factored this into the bid prices submitted. The successful Bidder is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount bid, as a result of any expense the successful Bidder may incur to satisfy the obligations required herein.

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:

- Name and address of Contractor
- The Village's Purchase Order number
- Dates of service
- Dollar Amount Being Requested
- Current invoice amount

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

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

Period of Performance – Generally the season begins May 1st and ends October 1st. 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.

Permits – The successful Bidder shall obtain all required permits, licenses, fees, inspections and certifications required of or by the Project. To determine what permits and licenses are required, the successful Bidder shall contact the Village's Department of Development Services at developmentservices@orlandpark.org.

Bidders may browse licenses and registrations on the Village's website at <http://www.orland-park.il.us/index.aspx?NID=444>.

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.

Prices must include all permits, insurance, equipment, plant facilities, work and expense necessary to perform the work in accordance with the Bid 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.

If this Project requests unit prices or individual pricing for multiple items, and the Grand Total Bid Price does not match the summation of the items listed, at the Village's sole discretion, the Grand Total Bid Price may govern over the unit prices or individual pricing for multiple items listed.

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 approval by the Village's Board of Trustees.

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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SUBMITTAL CHECKLIST

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

1. **Three (3) sealed hardcopies of the bid:** Not later than the bid opening, Bidders must submit bids in a sealed envelope/box labeled BID #16-031 Aquatic Weed Control 2017-2019 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

One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be original bound versions, marked "Original" and must contain original signatures.

2. **Signed and completed forms from Section II:**

- a. Bidder Summary Sheet
- b. Affidavit of Compliance (*notarization required*)
- c. References (*3 total*)
- d. Insurance Requirements
- e. Unit Price Sheet - Schedule "A" and "B" ponds

3. **Additional Information Requested**

- a. Valid Illinois Department of Agriculture Applicators License
- b. Listing of all equipment owned that will be used in the performance of the work under contract
- c. Letter explaining qualifications and experience pertaining to this work

4. 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.

SECTION II: REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

BID #16-031
Aquatic Weed Control 2017-2019
Project Name

Business Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Title: _____

Phone: _____ Fax: _____

E-Mail address: _____

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Schedule "A" Total Price	\$ _____	\$ _____	\$ _____
Schedule "B"			
Cost per Acre – Algae Control	\$ _____	\$ _____	\$ _____
Cost per Acre – Weed Control	\$ _____	\$ _____	\$ _____

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

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 _____,
(Enter Name of Person Making Affidavit)

as _____,
(Enter Title of Person Making Affidavit)

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

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** 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) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes [] No []

The Bidder is authorized to do business in the State of Illinois.

3) **ELIGIBLE 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.

4) SEXUAL HARRASSMENT POLICY COMPLIANT: 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."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: 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.

6) **TAX COMPLIANT:** Yes [] No []

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

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

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. 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 _____, 2016

Signature

Printed Name & Title

Authorized to execute agreements for:

Name of Company

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 _____
YEAR OF PROJECT _____

2. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
YEAR OF PROJECT _____

3. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
YEAR OF PROJECT _____

Aquatic Weed Control 2017-2019
ITB #16-031
Unit Price Bid Sheet
Schedule "A" Regular Treatment Required

Contract No.	Site ID	Name	Location	Acres	2017 Cost/Year	2018 Cost/Year	2019 Cost/Year
2033	01-03	Redondo Pond	7845 Redondo Ln	0.40	\$ _____	\$ _____	\$ _____
2022	02-05	Wedgewood Commons Pond	14240 80th Ave	0.40	\$ _____	\$ _____	\$ _____
2012	02-08	Sunnypine Pond	8725 Pine St	3.34	\$ _____	\$ _____	\$ _____
2043	02-09	Nicklaus Pond	13543 Nicklaus Dr	1.13	\$ _____	\$ _____	\$ _____
2006	03-01	Lamplighter Pond (Algae only)	9200 W. 138th St	0.61	\$ _____	\$ _____	\$ _____
2036	05-03	Arbor Ridge Pond	11025 Arbor Ridge Dr	0.41	\$ _____	\$ _____	\$ _____
2066	05-08	Persimmon Meadow Pond	10957 W. 142nd St	0.65	\$ _____	\$ _____	\$ _____
2052	08-25	Royal Oaks Pond	11027 Royal Oaks Ln	0.37	\$ _____	\$ _____	\$ _____
2011	09-01	Police Pond	14500 Ravinia Ave	2.25	\$ _____	\$ _____	\$ _____
2010	09-02	Village Center Pond	14650 Ravinia Ave	1.25	\$ _____	\$ _____	\$ _____
2001	13-04	Colonades Pond	7500 W.157th St	1.00	\$ _____	\$ _____	\$ _____
2015	14-12	Plum Tree Pond	15699 86th Ave	1.00	\$ _____	\$ _____	\$ _____
2021	15-01	Village Square Pond	9125 Kensington Way	5.34	\$ _____	\$ _____	\$ _____
2009	15-06	Helen Pond	9011 Helen Ln	0.90	\$ _____	\$ _____	\$ _____
2038	17-03	Equestrian Tr East Pond (Algae only)	15640 Shire Dr	0.68	\$ _____	\$ _____	\$ _____
2035	17-05	Somerglen Pond	10800 Somerglen Ln	1.12	\$ _____	\$ _____	\$ _____
2034	17-06	Lakeside Pond	15600 Lakeside Dr	1.45	\$ _____	\$ _____	\$ _____
2053	20-07	Anthony Drive Pond	10831 Anthony Dr	0.92	\$ _____	\$ _____	\$ _____
2023	29-02	Yearling Crossing Pond	16999 Yearling Crossing	1.14	\$ _____	\$ _____	\$ _____
2027	29-03	Great Egret Pond	10631 Great Egret Dr	1.88	\$ _____	\$ _____	\$ _____
2054	29-09	Emerald North Pond	17062 Kerry Ave	1.21	\$ _____	\$ _____	\$ _____
2056	29-11	Churchill Pond	10655 Churchill Dr	0.57	\$ _____	\$ _____	\$ _____
2060	31-15	Marley Blvd North Pond	18011 Marley Blvd	0.66	\$ _____	\$ _____	\$ _____
2076	31-16	Settlers North Pond	11517 Settlers Pond Way	0.59	\$ _____	\$ _____	\$ _____

Aquatic Weed Control 2017-2019
ITB #16-031
Unit Price Bid Sheet
Schedule "A" Regular Treatment Required

Contract No.	Site ID	Name	Location	Acres	2017 Cost/Year	2018 Cost/Year	2019 Cost/Year
2077	31-17	Settlers South Pond	17938 Settlers Pond Way	0.67	\$ _____	\$ _____	\$ _____
2078	31-18	Lake Shore North Pond	11548 Lake Shore Dr	1.43	\$ _____	\$ _____	\$ _____
2062	31-21	Marley Blvd South Pond	18211 Marley Blvd	1.06	\$ _____	\$ _____	\$ _____
2007	32-02	Eagle Ridge Pond #2	17900 104th Ave	1.25	\$ _____	\$ _____	\$ _____
2026	32-04*	Eagle Ridge Pond #4 (Algae Only)	10510 W. 183rd St	3.15	\$ _____	\$ _____	\$ _____
				TOTALS	36.83	\$ _____	\$ _____
					2017	2018	2019

* Only if necessary - Sensitive aquatic wildlife

Please enter TOTALS on Bidder Summary Sheet

Company Name: _____

Signature: _____

Aquatic Weed Control 2017-2019
ITB #16-031
Unit Price Bid Sheet
Schedule "B" As Needed Treatment Only

Contract No.	Site ID	Name	Location	Acres
2005	02-04	Caro Vista Pond	13799 84th Ave	1.88
2044	02-10	87th Avenue East Pond	14291 S. 87th Ave	0.82
2065	02-12	88th Avenue East Pond	13933 S. 88th Ave	0.70
2046	03-10	Tall Grass Pond	13621 Tallgrass Tr	1.70
2047	03-11	Legend Trail Pond	13835 Legend Tr	0.85
2070	04-04	Triangle Pond	14060 LaGrange Road	1.06
2048	05-04	Ashford Pond	10900 W. 143rd St	0.57
2049	06-05	Creek Crossing Pond	14175 Creek Crossing Dr	1.10
2050	06-07	Creekside Pond	11500 W. 143rd St	0.80
2071	06-09	Long Run Creek Park Pond	11600 Long Run Drive	1.65
2051	08-24	Crystal Meadow Pond	10810 Crystal Meadow Ct	0.20
2016	10-02	Orland Square Pond	9100 W. 151st St	6.00
2031	10-04	Schussler Pond	8900 Golfview Dr	3.35
2014	14-05	Orland Golfview Pond	15531 Merion Dr	9.91
2002	15-02	Parkhill Pond #1	15799 Parkhill Dr	3.40
2004	15-05	Parkhill Pond #3 and Park	15798 Parkhill Dr	3.85
2020	16-01	Treetop Pond #2	15400 Treetop Dr	2.05
2019	16-02	Treetop Pond #1	9937 Treetop Dr	0.11
2067	17-16	Collette Pond	15801 Park Station Blvd	8.44
2008	18-01	Spring Creek Pond	11250 Poplar Creek Ln	1.97
2040	19-02	Rec Center West Pond	11351 W. 159th St	0.50
2041	19-03	Rec Center East Pond	11351 W. 159th St	0.55
2042	19-04	Rec Center South Pond	11351 W. 159th St	0.38
2028	20-01	Beemsterboer Pond	10701 W. 160th St	2.14
2025	20-02	Appleknol Pond	10599 W. 163rd Pl	0.58
2029	20-03	Glen Oak Industrial Pond	10798 W. 165th St	0.28
2037	22-01	Seton Place Pond	9460 Seton Pl	0.40
2072	29-05	Mallard Landing Entrance	16927 108th Ave	0.43
2032	29-12	Fawn Trail Pond	10839 Fawn Trail Dr	4.08
2057	29-20	Capistrano North Pond	10510 Capistrano Ln	0.44
2058	29-27	Deer Chase Estates Pond	10541 Buck Dr	1.44
2073	29-29	Julie Ann Lane Pond	16711 Julie Ann Lane	0.19
2074	29-30	Warwick Lane North Pond	16930 Warwick Lane	2.35
2075	29-31	Warwick Lane South Pond	17030 Warwick Lane	0.87
2059	30-04	Green Knoll Pond	11257 Steeplechase Pkwy	0.82
2061	31-20	Marley Blvd Middle Pond	18121 Marley Blvd	0.66
2063	31-28	Autumn Ridge East Pond	11218 Autumn Ridge	0.39
2068	31-32	Imperial West Pond	18210 Imperial Ln	0.23
2069	31-33	Imperial East Pond	18237 Imperial Ln	0.11

Aquatic Weed Control 2017-2019
ITB #16-031
Unit Price Bid Sheet
Schedule "B" As Needed Treatment Only

Contract				
No.	Site ID	Name	Location	Acres
2003	32-05	Beth Pond	10942 Beth Dr	10.00
2030	P28-02	Lake Lucille Pond	12630 Laketrail Dr	3.00
2055	P32-05	Brittany South Pond	13350 Brittany Dr	1.10
2013	P33-01	Mill Creek Pond	9998 Creek Rd	2.24
2018	P34-01	Palos Springs Pond	8950 Patty Ln	1.00
2017	P34-02	Butterfield Pond	8925 Butterfield Ln	1.60
2024	P35-01	Parkview Estates Pond & Park	8701 Butterfield Ln	2.31
Additional Sites may be added to this list				
TOTAL				88.50

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Cost Per Acre - Algae Control *	\$ _____	\$ _____	\$ _____
Cost Per Acre -Weed Control *	\$ _____	\$ _____	\$ _____

Please enter Cost per Acre on Bidder Summary Sheet

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

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Algae Control	\$ _____	\$ _____	\$ _____
Weed Control	\$ _____	\$ _____	\$ _____

Company Name: _____

Signature: _____

SECTION 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.

EXHIBIT B
SAMPLE AGREEMENT
VILLAGE OF ORLAND PARK
(Contract for Services)

This Contract is made this ____ day of _____, 20xx by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- This Contract
- The Terms and Conditions
- The Proposal submitted by Contractor on _____, to the extent it does not conflict with this contract.
- All Certifications required by the Village
- Certificates of insurance
- Performance and Payment Bonds as may be required by the VILLAGE

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

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

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

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

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

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

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

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

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act

and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

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

To the VILLAGE:

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

To the CONTRACTOR:

Telephone:
Facsimile:
e-mail:

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

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

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

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

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

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

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

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

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

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

FOR: THE VILLAGE

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____