

LEGAL NOTICE

VILLAGE OF ORLAND PARK  
INVITATION TO BID # 17-002

**Parkview Estates Stage 2 Drainage Improvement**

The Village of Orland Park, Illinois is soliciting bids for construction services for Parkview Estates Stage 2 Drainage Improvement. The Village will receive sealed bids until 11:00 A.M. local time on Tuesday, January 24, 2017 at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, at which time all bids received will be publicly opened and read aloud at Village Hall, 14700 S. Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee. The specifications are on file, available for inspection at the Office of the Village Clerk and online on the Village's website [www.orlandpark.org](http://www.orlandpark.org).

Each bid must be accompanied by a bid bond, certified or cashier's check in the amount of ten percent (10%) of the total amount of the bid, made payable to the Village of Orland Park, as a guarantee that the successful Bidder will furnish satisfactory performance and payment bonds in the full amount of the executed Contract and proceed with the Project. The successful Bidder will be required to furnish a Performance and Payment Bond equal to one hundred percent (100%) of the total Contract price in accordance with the provisions stated in the Invitation to Bid.

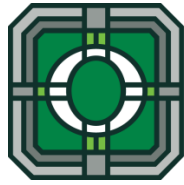
The President and Board of Trustees reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter bids.

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

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  
#17-002

PARKVIEW ESTATES STAGE 2 DRAINAGE IMPROVEMENT

ISSUED

January 10, 2017

BID OPENING

January 24, 2017  
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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SECTION I – INSTRUCTIONS TO BIDDERS

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**ITB #17-002**  
**Parkview Estates Stage 2 Drainage Improvement**

**SUMMARY**

The Village of Orland Park (the "Village") is soliciting bids from Contractors for Parkview Estates Stage 2 Drainage Improvement (the "Project"). The WORK includes installation of approximately 2400 feet of 36" storm sewer to connect an existing detention basin to the proposed detention basin. The project will include storm sewer and storm sewer structures, pavement reconstruction, sidewalk removal and replacement, earth excavation for a new detention basin and landscape/erosion control improvements. A new overland flow swale shall be graded between two existing houses within the project limits.

The Village of Orland Park, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 200d-4 and Title 49; Code of Federal Regulations, Subtitle A., Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation) issued pursuant to said Act, hereby notifies all bidders that it will affirmatively ensure that in regard to any Contract entered into pursuant to this invitation, minority business enterprises as further specified herein will be afforded full opportunity to submit bids in response to this invitation to bid and will not be discriminated against on the grounds of race, color, creed, sex, disability, or national origin in consideration for an award.

**Contact & Questions**

Rich Rittenbacher  
Public Works Department  
E-mail: [publicworks@orlandpark.org](mailto:publicworks@orlandpark.org)  
Fax: (708) 403-8798

Any **questions** regarding this bid must be submitted **not later than noon on Tuesday, January 17, 2017**. Questions must be submitted in writing to the contact listed above. No oral comments will be made to any Bidder as to the meaning of the bid documents.

**Special Conditions**

All bidders shall be pre-qualified by the Illinois Department of Transportation. All work shall be performed in accordance with the latest editions of the following: Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" along with the latest edition of "Supplemental Specifications and Recurring Special Provisions" (collectively the "SSRBC"), the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Standard Specifications for Water and Sewer Main Construction in Illinois." Section III contains additional specifications, which must also be adhered to (where applicable), in the form of:

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- Specifications and Special Provisions
- Construction Details

Additionally, the contractor shall submit a construction schedule prior to starting any work, and shall submit weekly progress reports until all work is completed.

**BID SPECIFICATIONS**

The Bid Specifications for this ITB #17-002 are attached as *Exhibit C – Specifications and Special Provisions* and *Exhibit D – Construction Details*.

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**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](http://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

**Bid Bond**

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

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

**Copies**

Bidders must submit **four (4) 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. One (1) hardcopy shall be an **original bound** version, marked "Original" and must contain original signatures. The final two (2) hardcopies shall be complete, identical, **bound copies** of the bid. Bids shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

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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 January 17, 2017. **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. By providing this information, Bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village



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may use the information gained from Bidder's references to 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** – The Unit Price Sheet in Section II is also available as an Excel spreadsheet on the Village's website <http://www.orlandpark.org/bids.aspx>. You may complete the Unit Price Sheet manually as included in this document or via EXCEL. It 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.

#### **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 January 24, 2017**. Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered.

Bidders must submit bids in a sealed envelope labeled **Bid # 17-002 Parkview Estates Stage 2 Drainage Improvement** 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** – Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Bidder. In order to receive said Notice, the successful Bidder shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Bidder if these documents are not submitted to and approved by the Village within ten (10) days of notice of bid award. *Section III* includes a sample standard contract, subject to modifications, that the successful Bidder will be required to enter into with the Village within ten (10) business days of notice of bid award (hereinafter referred to as the “Contract”). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

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

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

**Indemnification** - The successful Bidder shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney’s fees), claims or liability of any character, incurred due to the alleged negligence of the Bidder, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Bidder, its officers, agents and/or employees arising out of , or in performance of any of the Contract provisions, including and claims or amounts recovered for 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

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liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

**Inspections** – The Village 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](mailto:AccountsPayable@orlandpark.org) and include the following information:

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- Name and address of contractor
- Purchase order number
- Dates of service
- Previous retainage to date
- Current invoice amount
- Invoices from subcontractors
- Lien Waivers from subcontractors
- Current retainage
- Total retainage amount including current invoice
- Certified Payrolls

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.

**Performance Bond** –When the Contract is executed with the successful Bidder, the deposits of the other remaining unsuccessful bidders will be returned or otherwise caused to be cancelled. The bid deposit of the successful Bidder will be retained until Payment and Performance Bonds and Insurance Certificates have been received and approved, at which time the bid bond will be returned. Payment and Performance Bonds, in the amount of one hundred percent (100%) of the contract price, with a corporation surety satisfactory to the Village, will be required to assure performance of the Contract. Any attorney-in-fact who signs any bond must attach to each bond an effective copy of his power of attorney, the date of the bond specifically including such date within the authority conferred thereby. Payment and Performance Bonds must be provided by a company listed in Federal Register Circular 570, latest revision, Surety Companies Acceptable on Federal Bonds, and a Financial Rating of V or better as published by Best's Key Rating Guide, latest edition. Additionally, the bonding firm must be registered to do business in Illinois by the State of Illinois Department of Insurance. In case of failure of the successful Bidder to timely provide the Payment and Performance Bonds and Certificate of Insurance, the Village may at its option, declare the Bidder in default of the Contract, in which case the bid deposit accompanying the bid shall be forfeited to, and shall become the property of the Village. The Village may elect either to accept the next lowest responsible bid, or re-advertise for new bids and take such other actions as are provided for under the default termination provisions of the Contract. Execution of the Contract by the Village will be contingent upon provision of the required bonds and insurance certificates. A "Notice to Proceed" will not be issued and work may not commence until required payment and performance bonds are in place.

**Period of Performance** – The successful Bidder must complete the Project not later than September 30, 2017. Liquidated damages shall be assessed daily after September 30, 2017 if the work is not complete.

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Should the Contractor neglect, refuse, or fail to complete the work under the contract by September 30, 2017, and in view of the difficulty of estimating with exactness the damages caused by such delay, the Village will have the right to charge the Contractor for each and every calendar day that the work is not complete according to the Village's Plans and Specifications, as liquidated damages and not a penalty. This amount shall be calculated as shown in the Schedule of Deductions for Each Day of Overrun in Contract Time, per Article 108.09: Failure to Complete the Work on Time of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction in its latest edition. The Contract will expire upon completion, inspection, acceptance and final payment for the work/goods/services performed. Certain provisions of the Contract shall survive expiration or termination of the Contract.

**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 [developmentervices@orlandpark.org](mailto:developmentervices@orlandpark.org).

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

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

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

**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](mailto: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 of Orland Park, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 200d-4 and Title 49; Code of Federal Regulations, Subtitle A., Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation) issued pursuant to said Act, hereby notifies all bidders that it will affirmatively ensure that in regard to any Contract entered into pursuant to this invitation, minority business enterprises as further specified herein will be afforded full opportunity to submit bids in response to this invitation to bid and will not be discriminated against on the grounds of race, color, creed, sex, disability, or national origin in consideration for an award.

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. **Four (4) sealed hardcopies of the bid:** Not later than the bid opening, Bidders must submit bids in a sealed envelope labeled *Bid # 17-002 Parkview Estates Stage 2 Drainage Improvement* 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. **Bid Bond** for ten percent (10%) of the bid price. Include the original document in the unbound bid copy. A copy of the bid bond shall be included in all other copies.
3. **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
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

ITB #17-002 Parkview Estates Stage 2 Drainage Improvement  
Project Name

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

### PRICE PROPOSAL

GRAND TOTAL BID PRICE	\$ _____
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### 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) **PREVAILING WAGE COMPLIANCE:**    Yes [ ]    No [ ]

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Bidder will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

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

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

**Name of A&T Program:** \_\_\_\_\_

**Brief Description of Program:** \_\_\_\_\_

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8) 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**

## REFERENCES

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

**Bidder's Name:** \_\_\_\_\_  
(Enter Name of Business Organization)

**Project name:** \_\_\_\_\_

Project location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total cost of the project: \_\_\_\_\_ Date of Project: \_\_\_\_\_

**Project name:** \_\_\_\_\_

Project location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total cost of the project: \_\_\_\_\_ Date of Project: \_\_\_\_\_

**Project name:** \_\_\_\_\_

Project location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total cost of the project: \_\_\_\_\_ Date of Project: \_\_\_\_\_



## INSURANCE REQUIREMENTS

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

### WORKERS COMPENSATION & EMPLOYER LIABILITY

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

### AUTOMOBILE LIABILITY

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

### GENERAL LIABILITY (Occurrence basis)

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

### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence  
\$5,000,000 – 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 \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

Authorized to execute agreements for:

\_\_\_\_\_  
Name of Company

VILLAGE OF ORLAND PARK  
ITB #17-002 UNIT PRICE SHEET  
PARKVIEW ESTATES STAGE 2 DRAINAGE IMPROVEMENT

SP	ITEM #	IDOT CODE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
	1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	40		
	2	20101000	TEMPORARY FENCE	FOOT	1200		
	3	20101200	TREE ROOT PRUNING	EACH	15		
	4	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	5		
	5	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	5		
	6	20200100	EARTH EXCAVATION	CU YD	91100		
	7	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	700		
	8	20700220	POROUS GRANULAR EMBANKMENT	CU YD	700		
*	9	20800150	TRENCH BACKFILL, SPECIAL	CU YD	1600		
	10	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	5500		
*	11	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	700		
	12	25000210	SEEDING, CLASS 2A	ACRE	7.9		
	13	25100630	EROSION CONTROL BLANKET	SQ YD	3800		
	14	25200200	SUPPLEMENTAL WATERING	UNIT	10		
	15	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	800		
	16	28000400	PERIMETER EROSION BARRIER	FOOT	2800		
	17	28000510	INLET FILTERS	EACH	13		
	18	28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	1000		
	19	28100107	STONE RIPRAP, CLASS A4	SQ YD	70		
	20	28100109	STONE RIPRAP, CLASS A5	SQ YD	100		
	21	28200200	FILTER FABRIC	SQ YD	170		
	22	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	95		
	23	35102100	AGGREGATE BASE COURSE, TYPE B 9"	SQ YD	510		
	24	35800100	PREPARATION OF BASE	SQ YD	9175		
	25	35800200	AGGREGATE BASE REPAIR	TON	300		
	26	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	10		
	27	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	830		

VILLAGE OF ORLAND PARK  
 ITB #17-002 UNIT PRICE SHEET  
 PARKVIEW ESTATES STAGE 2 DRAINAGE IMPROVEMENT

SP	ITEM #	IDOT CODE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
	28	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1630		
*	29	42400800	DETECTABLE WARNINGS	SQ FT	160		
	30	44000100	PAVEMENT REMOVAL	SQ YD	9200		
	31	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	500		
	32	44000600	SIDEWALK REMOVAL	SQ FT	1770		
*	33	44201723	CLASS D PATCHES, 6 INCH, SPECIAL	SQ YD	20		
	34	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1		
	35	54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	1		
	36	54213681	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	2		
	37	550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	311		
	38	550A2340	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	FOOT	168		
	39	550A2360	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"	FOOT	146		
	40	550A2400	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 36"	FOOT	2377		
*	41	56106300	ADJUSTING WATER MAIN 6"	FOOT	60		
*	42	56106700	ADJUSTING WATER MAIN 16"	FOOT	60		
*	43	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	120		
*	44	60201105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1		
*	45	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	46	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6		
*	47	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1	EACH	6		

VILLAGE OF ORLAND PARK  
 ITB #17-002 UNIT PRICE SHEET  
 PARKVIEW ESTATES STAGE 2 DRAINAGE IMPROVEMENT

SP	ITEM #	IDOT CODE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
			FRAME, CLOSED LID				
*	48	60236800	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	2		
	49	60500040	REMOVING MANHOLES	EACH	1		
	50	60500050	REMOVING CATCH BASINS	EACH	2		
	51	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	300		
	52	67000400	ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	8		
	53	67100100	MOBILIZATION	L SUM	1		
	54	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	500		
	55	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	70		
*	56	X2130010	EXPLORATION TRENCH (SPECIAL)	CU YD	75		
*	57	X2520700	SODDING, SPECIAL	SQ YD	700		
*	58	X4240430	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT	1400		
*	59	X6061700	COMBINATION CONCRETE CURB AND GUTTER, TYPE B (SPECIAL)	FOOT	1435		
*	60	X6061815	COMBINATION CONCRETE CURB AND GUTTER, TYPE M (SPECIAL)	FOOT	450		
*	61	X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1		
*	62	Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	280		
*	63	Z0013798	CONSTRUCTION LAYOUT	L SUM	1		
*	64	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	15		
*	65	N/A	ADJUSTING STORM SEWERS, 8-INCH DIAMETER OR LESS	FOOT	100		
*	66	N/A	ADJUSTING WATER SERVICE LINES	FOOT	120		
*	67	N/A	AS-BUILT DRAWINGS	L SUM	1		
*	68	N/A	GRATE FOR 12" FLARED END SECTION	EACH	1		
*	69	N/A	GRATE FOR 24" FLARED END SECTION	EACH	1		

VILLAGE OF ORLAND PARK  
 ITB #17-002 UNIT PRICE SHEET  
 PARKVIEW ESTATES STAGE 2 DRAINAGE IMPROVEMENT

SP	ITEM #	IDOT CODE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
*	70	N/A	GRATE FOR 36" FLARED END SECTION	EACH	2		
*	71	N/A	LANDSCAPE ALLOWANCE	L SUM	1	\$ 50,000.00	\$ 50,000.00
*	72	N/A	MAINTENANCE OF PEDESTRIAN TRAFFIC	L SUM	1		
*	73	N/A	SANITARY SEWER SERVICE CONNECTIONS – TEE	EACH	5		
*	74	N/A	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE	EACH	4		

Name of Company: \_\_\_\_\_

**TOTAL** \_\_\_\_\_

Signature: \_\_\_\_\_

(Please enter  
TOTAL on Bid  
Summary Sheet)

Date: \_\_\_\_\_

**NOTE:** The Unit Price Sheet is optionally available as an EXCEL spreadsheet that may be downloaded from the website [www.orlandpark.org/bids.aspx](http://www.orlandpark.org/bids.aspx) and substituted for pages 23-26 of this document.

## 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 Small Construction or Installation Project)**

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

**WITNESSETH**

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

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

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- o The Invitation to Bid
- o The Instructions to the Bidders

The Bid Proposal as it is responsive to the VILLAGE's bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

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(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) 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 amounts for the WORK:

Unit Prices (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternates chosen:

\_\_\_\_\_  
\_\_\_\_\_

TOTAL: \_\_\_\_\_ No/100 (\$ \_\_\_\_\_) Dollars  
(hereinafter referred to as the "CONTRACT SUM.") The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by \_\_\_\_\_, (hereinafter referred to as the "CONTRACT TIME.") Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall defend, indemnify 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 all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

**SECTION 7: 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 8: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, delivery confirmed, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt. Notice shall be sent 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 persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 10: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 11: 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: \_\_\_\_\_

**EXHIBIT B (cont'd)**  
**VILLAGE OF ORLAND PARK**  
**CONSTRUCTION CONTRACT**  
**Terms and General Conditions**

Terms and General Conditions for the CONTRACT between The Village of Orland Park (the "VILLAGE") and \_\_\_\_\_ (the "CONTRACTOR") for \_\_\_\_\_ (the "WORK") dated month day, 20xx (the "CONTRACT").

**ARTICLE 1: DUTIES OF THE PARTIES**

**1.1. VILLAGE'S RIGHTS AND DUTIES**

- 1.1.1. Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2. The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3. The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4. The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5. If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE'S cost of the correction or cure from the amounts owed to the CONTRACTOR.

## 1.2. CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1. The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.
- 1.2.2. The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3. CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4. CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5. The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6. The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7. CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.
  - 1.2.7.1. This CONTRACT calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws->

[Rules/CONMED/Pages/Rates.aspx](#). All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2. Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

1.2.8. CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

## ARTICLE 2: CONTRACT DOCUMENTS

2.1. The CONTRACT consists of the following documents and items:

- 2.1.1. Agreement between the parties
- 2.1.2. Terms and General Conditions to the Agreement
- 2.1.3. Special Conditions to the Agreement, if any
- 2.1.4. The Project Manual dated *month day, 20xx* which includes
  - Invitation to Bid
  - Instructions to the Bidders
  - Specifications and Drawings, if any
- 2.1.5. Accepted Bid Proposal as it conforms to the bid requirements
- 2.1.6. Addenda, if any
- 2.1.7. Affidavit of Compliance required by the VILLAGE
- 2.1.8. Required Certifications and documents as may be required by other project funding agencies
- 2.1.9. Required Certificates of Insurance
- 2.1.10. Performance and Payment Bonds

### ARTICLE 3: PAYMENTS AND COMPLETION

- 3.1. The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.
- 3.2. No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.
- 3.3. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.
- 3.4. Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.
- 3.5. All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

### ARTICLE 4: TAXES

- 4.1. The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish

CONTRACTOR with exemption numbers as required. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

## **ARTICLE 5: INSPECTION OF MATERIALS**

5.1. The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material

## **ARTICLE 6: ASSIGNMENT**

- 6.1. The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.
- 6.2. WORK not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their work.
- 6.3. The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.
- 6.4. The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.
- 6.5. By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract



agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## **ARTICLE 7: GUARANTEES AND WARRANTIES**

- 7.1. All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.
- 7.2. The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

## **ARTICLE 8: DEFAULT**

- 8.1. If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.
- 8.2. Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.
- 8.3. All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay

to the VILLAGE the full cost of such additional expenses.

## **ARTICLE 9: DISPUTES AND VENUE**

9.1. Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the Village Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.

9.2. Any legal action taken by either party shall be decided based upon and governed by the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

## **ARTICLE 10: CONTRACT TIME**

10.1. Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

## **ARTICLE 11: INSURANCE AND INDEMNIFICATION**

### **11.1. Insurance Requirements**

11.1.1. The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or

true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

11.1.2. The amounts and types of insurance required are defined in Insurance Requirements, a copy of which is attached hereto and made a part hereof.

11.1.3. CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

### **Indemnification**

11.1.4. The CONTRACTOR shall defend, indemnify 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.

11.1.5. 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.

## **ARTICLE 12: PERFORMANCE AND PAYMENT BONDS, if applicable**

12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

## **ARTICLE 13: EXECUTION OF CONTRACT**

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

## **ARTICLE 14: CHANGES IN THE WORK**

14.1. All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

## **ARTICLE 15: TERMINATION**

15.1. VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.