

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Tuesday August 8, 2017

LEGAL NOTICE

VILLAGE OF ORLAND PARK
INVITATION TO BID #17-032

Sanitary Sewer Cleaning and Televising Program

The Village of Orland Park, Illinois is requesting bids for the Sanitary Sewer Cleaning and Televising Program. The Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 will receive sealed bids until 11:30 A.M. local time on August 22, 2017 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.

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
#17-032

SANITARY SEWER CLEANING & TELEVISIONING PROGRAM

ISSUED

August 8, 2017

BID OPENING

August 22, 2017
11:30 A.M.

SUBMIT SEALED BIDS TO:

Office of the Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462

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SECTION I – INSTRUCTIONS TO BIDDERS



ORLAND PARK

ITB #17-032

Sanitary Sewer Cleaning & Televising Program

SUMMARY

The Village of Orland Park (the "Village") is soliciting bids from qualified Contractors for the Sanitary Sewer Cleaning & Televising Program throughout the Village of Orland Park (the "Project"). Work will include televising and/or cleaning approximately 46,000 feet of sanitary sewer pipe ranging in size from 8" to 30" diameter.

BID SPECIFICATIONS

SCOPE OF WORK

The CONTRACTOR shall provide all supervision, labor, equipment, and materials to complete the project. The primary purposes of this project are to provide sewer cleaning to ensure a clean pipe free of obstructions and sewer televising to provide full-color digital video, database, and reports to be utilized by VILLAGE engineers to evaluate maintenance and rehabilitation options.

The video inspection shall determine and document severity and location for the following elements:

- Condition / location / defects for all visible pipe / joints / manhole surfaces.
- Location of structural defects at joints and other pipe surfaces.
- Inflow & infiltration (I/I).
- Confirm size and material of construction.
- Sewer main and service connections.
- Obstructions, such as roots, grease, debris and cross-bores.
- All other requirements of NASSCO PACP V 6.0.1.

The Bid Specifications for this ITB #17-032 are attached as *Exhibit C – Special Provisions*, *Exhibit D – Maps*, and *Exhibit E – Cleaning and Televising Schedule*.

LOCATION OF WORK

This contract will include work throughout the Village of Orland Park. Cleaning and televising consists of approximately 46,000 feet of sewer, ranging from 8" - 30". The areas to be televised are located between 151st street and 159th street. The area is also bounded by South 94th Avenue to the west and Royal Georgian Road to the east. Approximately 5,300 feet of the 46,000 feet are on the 151st street interceptor, and will be televised as part of this project.

SITE EXHIBITS

The VILLAGE will provide one hard copy and a pdf digital copy of the VILLAGE's GIS map for each project area. Note that such maps may not be to scale and do not represent the accurate location of all sewers. Unmapped sewer mains within the designated inspection area shall be inspected and paid for at the contract unit price. The CONTRACTOR shall track completion progress on the map and note the location of any manholes or pipes not shown on the original map. All field maps shall be turned in to the VILLAGE with notes regarding any differences between what is found in the field and on the maps.



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PREQUALIFICATION

All bidders shall be experienced in the field of municipal sewer cleaning and televising. Bidders must have successfully completed at least five (5) projects of equal or greater size in the past three (3) years. The VILLAGE requires bidders to provide at least three (3) references for which they have performed similar work. The VILLAGE may require the bidder to submit a list of all available cleaning and inspection equipment, along with a list of current contracts, to determine if the CONTRACTOR can meet the requirements of the project and schedule.

CONTACT PERSON

Doug Medland
Utility Division Operations Manager
E-mail: publicworks@orlandpark.org

QUESTIONS AND ADDENDA

Bidders may, **in writing**, ask questions or request clarification about this Invitation to Bid (the "ITB"). The question deadline for this ITB is at **noon on Tuesday, August 15, 2017**. Only written inquiries directed to the contact person 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 Technical Specifications or other bid documents.

Before the bid opening, the Village will make available to the public answers to questions or any modifications or additions to this Project or ITB in the form of a written addendum. Bidders may find addenda and **sign up for Bid Posting e-mail alerts** on the Village's website at www.orlandpark.org/bids.aspx. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the website or become familiar with conditions or facts of which the Bidder should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in this ITB. In the event of conflict with the original ITB documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

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



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BID SUBMISSION REQUIREMENTS

SEALED BIDS REQUIRED

Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered. In order to be responsive, SEALED BIDS must be signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462, **not later than 11:30 a.m., local prevailing time August 22, 2017**. All sealed bids must be submitted to the Village Clerk's Office, located at the above stated address. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission deadline.

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 base 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 **five (5) 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. The final four (4) 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.

REQUIRED FORMS

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

Bidder Summary Sheet – *Section II* includes the Bidder Summary Sheet which must be completed, 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.

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

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



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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.

Unit Price Sheet – *Section II* includes the Unit Price Sheet 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>).

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.

OTHER

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

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



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GENERAL TERMS AND CONDITIONS

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

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.

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.



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

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

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

The Bidder shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Bidder shall promptly reimburse the Village or other indemnified party, 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.



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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:

- Your Name and address
- The Village's Purchase Order number
- Dates of service
- Dollar Amount Being Requested
- Current invoice amount
- Invoices from subcontractors
- Lien Waivers from subcontractors

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.

Payment & 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



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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 December 31, 2017. 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 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>.

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. <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

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 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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BID SUBMITTAL CHECKLIST

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

1. **Five (5) sealed hardcopies of the bid:** Not later than the bid opening, Bidders must submit two (2) complete, sealed, signed and attested hardcopies of the bid.

Submit your bids in one (1) envelope labeled Bid #17- 032 – Sanitary Sewer Cleaning and Televising Program 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. **Signed and completed forms** from *Section II*:

- a. Bidder Summary Sheet
- b. Affidavit of Compliance (notarization required)
- c. References (3 total)
- d. Insurance Affidavit
- e. Unit Price Sheet – also available as EXCEL Spreadsheet

3. **Addendum (if applicable):** 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 #17-032 – Sanitary Sewer Cleaning and Televising Program
Project Name

Business Name: _____

Contact Person Name and Title: _____

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

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

E-mail Address: _____

GRAND TOTAL BID PRICE:	\$ _____
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AUTHORIZATION & SIGNATURE for ITB #17-032

Name of Authorized Signee: _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

AFFIDAVIT OF COMPLIANCE
ITB #17-032
Sanitary Sewer Cleaning and Televising Program

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

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

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

1) BUSINESS ORGANIZATION:

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

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

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

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

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

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

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

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any

municipal corporation is a party."

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

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The Bidder shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers. In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) 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.

6) 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
ITB #17-032

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 _____

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 _____, 2017

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

UNIT PRICE SHEET
ITB 17-032
Sanitary Sewer Cleaning & Televising Program

The undersigned, having become familiar with the Documents, Exhibits, and Specifications hereby 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 and the work described in the following schedule in connection with the inspection and maintenance of the Sanitary Sewer Cleaning & Televising Program - cleaning and televising.

No	Item	Quantity	Unit	Unit Price	Amount
1	Video Inspection with Lt Cleaning (8" - 12")	33,500	LF	_____	_____
2	Video Inspection with Lt Cleaning (15" - 18")	8,100	LF	_____	_____
3	Video Inspection with Lt Cleaning (20" - 24")	1,300	LF	_____	_____
4	Video Inspection with Lt Cleaning (27" - 36")	4,100	LF	_____	_____
5	Heavy Cleaning (8" - 12")	6,700	LF	_____	_____
6	Heavy Cleaning (15" - 18")	1,620	LF	_____	_____
7	Heavy Cleaning (21" - 24")	650	LF	_____	_____
8	Heavy Cleaning (27" - 36")	4,100	LF	_____	_____
9	Root Cutting (8" - 12")	1,675	LF	_____	_____
10	Root Cutting (15" - 18")	405	LF	_____	_____
11	Root Cutting (21" - 24")	65	LF	_____	_____
12	Root Cutting (27" - 36")	205	LF	_____	_____
13	Siphon Cleaning & Televising (10")	110	LF	_____	_____
13	Siphon Cleaning & Televising (16")	110	LF	_____	_____
13	Siphon Cleaning & Televising (18")	110	LF	_____	_____
15	Cleaning of Wet Well (151st St. Lift Station)	1	EA	_____	_____
16	Cut Protruding Taps	5	EA	_____	_____
17	On-Call Crew Labor Hours (TV Truck and VAC Truck)	10	HR	_____	_____

Grand Total Unit Price

\$ _____
 (Enter this amount as Grand Total Bid
 Price on Bidder Summary Sheet)

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project.

Firm Name: _____

Signed: _____

Title: _____

Dated: _____

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
 **ORLAND PARK**

(Contract for Maintenance)

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

Affidavit of Compliance

Certificates of Insurance

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

(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.

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 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 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, return receipt requested, 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 only if the PARTIES agree separately to use e-mail for providing notice. 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: _____

Title: _____

Title: _____

Date: _____

Date: _____

VILLAGE OF ORLAND PARK

General Terms and Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and _____ (the "CONTRACTOR") for _____ (the "WORK") dated _____, 20xx (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of the CONTRACTOR the VILLAGE shall furnish, with reasonable promptness, information necessary for the performance of the WORK of the CONTRACT including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the WORK is to be performed.
- 1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK as is necessary for the performance of the WORK and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the WORK.
- 1.1.3 The VILLAGE shall have the right to stop the WORK by a written order should the CONTRACTOR fail to correct Work not in accordance with the Contract Documents which 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, if the CONTRACTOR does not correct Work to make it conform to the Contract Documents, or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, correct the default itself and deduct the reasonable 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 and shall report to the VILLAGE or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the VILLAGE, or where applicable, to the Architect.
- 1.2.3 Contractor shall pay for all material and labor necessary for the performance of the

WORK and, unless agreed otherwise with the VILLAGE in a separate written document, for all utilities required such as light, heat and water.

- 1.2.4 Contractor warrants that the WORK shall contain material and equipment of good quality that is new and that the WORK and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the CONTRACTOR, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the VILLAGE. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.
- 1.2.5 Contractor shall work expeditiously to complete the WORK by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of 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/maintenance 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 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 Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Terms & Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 Accepted Proposal as it conforms to Village requirements
- .5 Addenda, if any
- .6 Affidavit of Compliance
- .7 Required Certificates of Insurance
- .8 Performance and Payment Bonds, if required

ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The VILLAGE requires for each Application 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. Payment certificates shall not be issued by Architect or payment shall not be made by the VILLAGE without such mechanics' 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 actually installed and built into the WORK without written authorization for 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. Contractor shall not include any such taxes in its cost figures.

ARTICLE 5: INSPECTION OF MATERIALS

- 5.1 The VILLAGE shall have a right to inspect any materials or equipment to be used in carrying out this contract. The CONTRACTOR shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the VILLAGE. Materials, equipment, components or completed work not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR at no cost to the VILLAGE.

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 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 Documents, 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 Documents, 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 Documents 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 final voucher on the CONTRACT is issued.
- 7.2 Contractor shall supply the VILLAGE with "as-built" plans 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 with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the WORK in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the WORK, 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 an acceptable manner, the VILLAGE shall give notice to the CONTRACTOR and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the CONTRACTOR in this contract.
- 8.2 Upon declaration of Contractor's default, the VILLAGE may, at his 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 and equipment on the work site as may be suitable and acceptable to the VILLAGE and may complete the WORK by or on its own force account, or may enter into a new

contract 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.

- 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 contract. In case the expense so incurred by the VILLAGE shall be less than the sum which would have been payable under this contract if it had been completed by the CONTRACTOR and had not been forfeited by the VILLAGE, then the CONTRACTOR shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the amount of such excess.

ARTICLE 9: DISPUTES AND VENUE

- 9.1 If an Architect or Engineer has contracted with the VILLAGE to administer the CONTRACT between Village and Contractor, disputes shall be handled with the involvement of the Architect or Engineer according to the terms of the CONTRACT between the VILLAGE and the Architect or Engineer and any reference made herein to "Architect" shall be read as "Engineer" where applicable. In any other case, 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 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 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 of the CONTRACT. Village shall not grant, and Contractor shall not seek damages for delays; however, Village shall grant an increase in the Contract Time for delay 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 Contractor 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 coverage 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 coverage 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. 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.

The amounts and types of insurance required are:

.1 Worker's Compensation: STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this contract. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors.

.2 Employers Liability: \$500,000 minimum liability.

.3 Comprehensive General Liability; including Bodily Injury and Property Damage.

\$1,000,000 Each Occurrence - Combined Single Limit

\$2,000,000 Aggregate - Completed Operations

\$2,000,000 Each Occurrence - Blanket Contractual Liability

.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the VILLAGE, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

11.2 Indemnification

11.2.1 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.

11.2.2 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 approved by the VILLAGE in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the VILLAGE or its designee finding that the change 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 the VILLAGE. Any change increasing the original Contract Sum by fifty percent (50%) or more must be re-bid by the VILLAGE as required by law.

ARTICLE 15: TERMINATION

15.1 The 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 reasonable overhead and profit.