

VILLAGE OF ORLAND PARK, ILLINOIS

REQUEST FOR PROPOSALS

**2009 DESIGN/BUILD ORLAND HILLS PHASE I
WATER MAIN REPLACEMENT PROJECT**

ISSUED

Wednesday, September 9, 2009

PRE-PROPOSAL MEETING

Thursday, September 17, 2009
9:00 A.M.

Public Works Department
15655 Ravinia Avenue, Orland Park, Illinois

PROPOSALS DUE

Wednesday, September 30, 2009
11:00 AM

**VILLAGE OF ORLAND PARK, ILLINOIS
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I. INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park is requesting proposals from interested parties to design, permit, construct and perform all other services (design-build) necessary for water main replacement ("the Project") in the Village of Orland Park, Illinois. Proposals must include a list of services, equipment and goods to be provided in accordance with the following requirements.

Proposals must be submitted no later than **11:00am, local time, on Wednesday, September 30, 2009**. No consideration will be given to proposals received after the above stated date and time. Proposers must submit two (2) complete, signed and attested copies of the proposal, and one (1) complete, identical unbound copy of the proposal labeled: **Village of Orland Park – 2009 DESIGN/BUILD ORLAND HILLS GARDENS PHASE 1 WATER MAIN REPLACEMENT PROJECT- RFP** and addressed to:

Village of Orland Park
Village Clerk's Office
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

All proposals must include all information and documents as requested in this Request for Proposal. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.

A pre-proposal meeting will be held on Thursday, September 17, 2009 at 9:00 a.m., at the Public Works Department 15655 South Ravinia Avenue, Orland Park, IL.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO:

**John J. Ingram
Village of Orland Park
15655 Ravinia Avenue
Orland Park, Illinois 60462
Email: publicworks@orland-park.il.us
Facsimile: (708) 403-8798**

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by the end of business on Thursday, September 24, 2009. No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Proposer 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 proposer or relieve him/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum to those persons who have received proposal packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The proposer shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a proposer to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

REQUIREMENTS OF PROPOSAL

Scope of Services

The Village of Orland Park, Illinois is requesting proposals from a DESIGN-BUILDER to design, permit, construct and perform all other services necessary for water main replacement at the following location as shown in the aerial exhibits included with this RFP.

- Orland Hills Gardens Phase I Water Main Replacement

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The DESIGN-BUILDER will be responsible to obtain all necessary permits, pay applicable permit fees, and post bonds as required for the work from the applicable regulatory agencies, including but not limited to the Illinois Environmental Protection Agency – Division of Public Water Supply (IEPA), Metra, and the Village of Orland Park. As a municipal project, the IEPA and Village of Orland Park permit fees will be waived.

Work shall include the installation of water main and appurtenant hydrants, valves, water services, traffic control and pavement removal and patching required for the installation. All disturbed areas affected by the construction shall be restored to pre-construction grades and conditions.

It is the intent of this RFP to demonstrate the material quality and location of installation. An estimated list of quantities is included with the RFP to assist the BIDDER in determining the scope of the work. It is the responsibility of the BIDDER to determine exact material types, sizes, and methods of installation required to complete and turn over to the Village of Orland Park in a first class condition the water main, street patching, and restoration improvements. The proposer is also responsible for providing the Village with a complete sequencing, list of subcontractors and project schedule as part of the bid package.

Special Conditions

The below describes the known particulars of each location and lists the work that has been previously performed by the Village and special requirements that must be met for the specified location.

Orland Hills Phase I Water Main Replacement Project

- Construction shall not commence before March 15, 2010, unless approved by the Director of Public Works. Construction is to be completed by June 18, 2010.
- Water main shall be installed under asphalt pavement.
- Within asphalt pavement, trench backfill shall be used and maintained to the top of the trench until the binder course of asphalt is installed.
- Binder course shall be installed to top of existing surface course.
- Existing water main shall be abandoned in place.
- Removed East Jordan fire hydrants shall be delivered to the Village Public Works Department for salvage.
- New service boxes shall be used.
- Existing services shall be reconnected and disruption to service shall be minimized. Residents affected by the work shall be notified in writing. Written notification is required to be approved by the Village prior to sending.
- Landscaping will be installed upon water main completion.

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The form of proposal included with this RFP in Section II must be completed in full and signed by an officer with authority to execute contracts. All documents in Section II must be completed and submitted with the proposal.

Services to be Provided

The following services shall be provided as part BIDDERS work on this project:

- Surveying Services including limited topographic and construction staking.
- Design Plan Preparation by a Licensed Illinois Professional Engineer.
- Permitting with all applicable regulatory agencies including the Village of Orland Park.
- Water main installation and required appurtenances.
- Restoration of disturbed areas to pre-construction grades and conditions.

Qualifications

The BIDDER shall provide information on their experience and involvement in projects of similar or larger size and scope. The information shall include the project name, location, scope of work, cost, time to complete project, project design engineer name, contact name, and contact telephone number of at least three (3) design/build references. The BIDDERS grant the Village permission to contact said references and ask questions regarding prior work performance.

The BIDDER shall provide background information on their company, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Village to determine the capability of the vendor to meet all contractual requirements.

The BIDDER shall list the abilities, qualifications, licenses and experience of the person(s) who would be assigned to the engagement and their experience on similar contracts.

The contract, if awarded, may not be transferred or assigned by the Proposer.

GENERAL PROVISIONS

Contract

The successful proposer will be required to enter into a standard form contract, subject to modifications (see Section III), with the Village of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving

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notice of the award of the contract. **The proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process.**

Should the Design-Builder neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Design-Builder may be liable for consequential damages resulting directly from their negligent acts.

Length of Contract

The term of this contract will expire upon completion, inspection, acceptance and final payment for the work performed or **June 18, 2010**. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Proposal Price

The submitted proposal price shall include all permits, fees, bond costs, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Incurred Costs

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

Order of Precedence of Contract Documents

- A. The RFP, PROPOSAL and all supplementary documents are essential parts of the CONTRACT and a requirement occurring in one is binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.
- B. Should discrepancies appear between any of the following parts of the CONTRACT, a listed part shall take precedence over all those listed below it.
 - 1. The DESIGN-BUILDER's PROPOSAL Documents (see Note below).
 - 2. Request for PROPOSAL (RFP), all appendices, and addendums.
 - 3. The Special Provisions prepared by the DESIGN-BUILDER that are approved by the DEPARTMENT
 - 4. Specification and Drawings

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Note: The DESIGN-BUILDER's PROPOSAL shall take precedence over the RFP documents only to the extent it exceeds the requirements of the RFP. In other words, if the PROPOSAL Documents include statements that can reasonably be interpreted as offering to provide higher quality items than otherwise required by the CONTRACT Documents, or to perform services in addition to those otherwise required, or otherwise contain terms which are more advantageous to the DEPARTMENT than the requirements of the other CONTRACT Documents, the DESIGN-BUILDER's obligations hereunder shall include compliance with all such statements, offers and terms.

Resident Contract Administrator

The Village Director of Public Works or his designee reserves the right to observe the work at any time during the installation without prior notification.

All formal underground utility inspections are required to be coordinated between the contractor and the Plumbing Inspector of the Development Services Department.

Period of Performance

Actual work cannot begin until the Village issues a written Notice to Proceed to the Design-Builder. In order to receive said Notice, the Design-Builder 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) business days of notice of bid award.

This work is expected to precede the 2010 Road Rehabilitation Program. Construction shall not commence until March 15, 2010 and must be completed by June 18, 2010, unless written approval by the Village Director of Public Works to vary from these dates is given.

Payments

Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) after receipt by the Village of Contractor's Dated Invoice, Contractor's Sworn Statement, and Lien Waiver for the amount being requested. Invoices should include the following information:

- Name and address of Design-Builder
- Purchase order number
- Dates of service
- Previous retainage to date
- Current invoice amount

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- Invoices from subcontractors
- Lien Waivers from subcontractors
- Current retainage
- Total retainage amount including current invoice

The Village may exercise its right to request photocopies of cancelled checks from the Contractor to his subcontractors, manufacturers, and suppliers, etc. Copies of these cancelled checks along with all applicable Lien Waivers shall accompany each pay request and shall be submitted for the month previous to the amount shown on the pay request minus retainage.

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

10% retention will be withheld for this project. Upon substantial completion of the project, the retention will be reduced to 5% of its cost. When final acceptance is obtained the retention will be released in its entirety.

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.

Confidentiality

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of these RFP's, a proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

Assignment

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

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Compliance with Laws

The proposer 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 proposals or the performance of the Contract.

Proposer shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer 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. 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 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 workers to be employed in work to be performed.

Contractor and subcontractors shall be 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. Contractor and subcontractor 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.

Any contractor doing work in the Village must obtain a Contractor's license from the Village of Orland's Building Department, as may be required by Village code.

Guarantees and Warranties

All guarantees and warranties required shall be furnished by the design-builder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the proposal.

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By submitting a proposal, design-builder 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 contractor under its warranty immediately upon notification from the Village.

Alternates

While equipment, materials and procedures are not specified, the Village of Orland Park Land Development Code should be referenced. Alternate equipment, material and/or procedures will need to be specified with a cut sheet within the design-builder's proposal. If for any reason and at the sole discretion of the Village of Orland Park any alternate equipment, materials and or procedures are deemed to be unacceptable the entire proposal may be disregarded.

Insurance Requirements

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

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

Indemnification

The selected Design-Builder shall indemnify and hold harmless the Village of Orland Park ("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 Design-Builder, 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 Design-Builder, 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,

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directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Design-Builder 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 Design-Builder 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 Design-Builder 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.

PROPOSAL SUBMISSION REQUIREMENTS

Proposer must submit two (2) complete, signed and attested copies of the proposal, and one (1) complete, identical, unbound copy of the proposal and shall have provided all requested information, and submitted all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall be the forms with the original signatures.

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered. Proposals shall be irrevocable for a period of sixty (60) calendar days after the Village opens them.

Each proposer is responsible for reading the RFP documents and determining that the Plans and Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462 and are made part of this notice as though fully set forth herein.

Proposal Summary Sheet

Section II includes the Proposal Summary Sheet that must be completed and submitted with the Request for Proposal package.

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Project Sequencing and Schedule

Identify critical milestone dates including but not limited to:

- Sequencing of construction
- Design timeline
- Anticipated permitting timeline
- Duration of water main installation
- Duration of restoration
- Duration of asphalt patching

Certifications

All certifications and forms in Section II must be completed and submitted with the proposal.

Insurance

Design-Builder shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, and Professional Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II. Proposers must sign and submit with the proposal, the Insurance Requirements page, as recognition of the insurance coverages and amounts (hereinafter referred to as "coverage(s)") that will be required to be in place before the commencement of any work by the successful proposer.

Please submit with the proposal, a current policy Specimen Certificate of Insurance showing the insurance coverages the proposer currently has in force.

Execution of the Contract by the Village will be contingent upon provision of the required insurance certificates to be provided by the Design-Builder, sub-contractor and installers. A "Notice to Proceed" will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Village.

Bid Deposit

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 order of the Village of Orland Park for 10% of the total amount of the base bid price. As soon as the bid prices have been compared, the Village will return the deposit of all except the three lowest bidders.

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Payment and Performance Bond

A Payment and Performance Bond, in the amount of one hundred percent (100%) of the contract price, with a corporation surety satisfactory to the Village, will be required to assure performance of the Contract. Any attorney-in-fact who signs any bond must attach to each bond an effective copy of his power of attorney, the date of the bond specifically including such date within the authority conferred thereby.

Payment and Performance Bonds must be provided by a company listed in Federal Register Circular 570, latest revision, Surety Companies Acceptable on Federal Bonds, and a Financial Rating of V or better as published by Best's Key Rating Guide, latest edition.

Additionally, the bonding firm must be registered to do business in Illinois by the State of Illinois Department of Insurance.

In case of failure of the 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.

Proposal Price

The submitted proposal price shall include all permits, insurance, bonds, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Plans and Specifications included in this request for proposal package. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

The Plans and Specifications describe the standards of construction and are not intended to describe a particular manufacturer's product.

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EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, performance on similar type projects, and additional factors deemed relevant. The Village of Orland Park retains the right to refuse any and all proposals.

Negotiations

The Village of Orland Park reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the Village of Orland Park as contractually binding on the successful vendor.

Award

Award of the contract is subject to Village of Orland Park Board approval. The Village award will be made within sixty (60) days after the date of the proposal opening, or any mutually agreed extension thereof.

By submitting its proposal, the design-builder agrees to furnish, upon request from the Village, all information (including a list of subcontractors and suppliers and their prices) reasonably necessary for analysis. Furthermore, the Village may request that the design-builder show, in detail, the kinds, quantities, and prices of direct material and direct labor used to develop prices/costs submitted in the bid. In addition, the Village reserves the right to request and receive information explaining the estimating process, including the judgmental factors and methods used to project from known data, and the contingencies used. The Village may require the design-builder to show how it computes and applies indirect costs, and to show trend and budgetary data.

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PROPOSAL SUBMITTAL CHECKLIST

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

- Proposal Envelope - **Addressed to the Village of Orland Park, Village Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 and labeled: **Village of Orland Park – 2009 DESIGN/BUILD ORLAND HILLS PHASE I WATER MAIN REPLACEMENT PROJECT - RFP**, in the lower left hand corner.

- Proposal - Proposer must submit **two (2) complete, signed, and attested bound copies of the proposal and one (1) complete, identical, unbound copy of the proposal** and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall have forms with original signatures.

- Information and narratives as requested in the **Requirements of Proposal** section of the RFP, including a sample contract from your company if you intend to submit one for the Village's consideration.

- All forms completed from Section II:
 - Proposal Summary Sheet
 - Project Sequencing and Schedule
 - Business Organization
 - Certificate of Eligibility to Enter into Contracts
 - Equal Employment Opportunity
 - Certification of Compliance With the Illinois Prevailing Wage Act
 - Contractor's Certification Sexual Harassment, tax & Substance Abuse
 - Apprenticeship and Training Program Certification
 - References
 - Insurance Requirements

II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

2009 DESIGN/BUILD ORLAND HILLS GARDENS PHASE I
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IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

E-Mail address: _____

FEIN#: _____

<u>Description</u>	<u>Total Cost</u>
Orland Hills Gardens Phase I Water Main Replacement	\$ _____
Alternative 70 L.F. 24" Steel Casing (Auger in Place):	\$ _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.

PROJECT SEQUENCING AND SCHEDULE

Please use scheduling software of your choice. Show critical milestone dates including but not limited to:

- Sequencing of Construction
- Design Timeline
- Anticipated Permitting Timeline
- Duration of Water Main Install
- Duration of Restoration
- Duration of Asphalt Paving

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

_____ Corporation: State of incorporation: _____

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

_____ (Corporate Seal)
Business Name

_____ Signature _____ Print or type name

_____ Title _____ Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, _____, being first duly sworn certify
and say that I am _____
(insert "sole owner," "partner," "president," or other proper title)

of _____, the Prime Contractor submitting this proposal, and that the Prime Contractor 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.

Signature of Person Making Certification

Subscribed and Sworn To
before me this _____ day
of _____, 200__.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in 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.

D. That it will 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.

E. That it will 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.

F. That it will 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.

G. That it will 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 Vendor 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 Vendor 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.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor'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 Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

DATE: _____

Subscribed and Sworn to
before me this _____ day
of _____, 20__

Notary Public

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor 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 and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/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 Contractor 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 Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: _____
(Authorized Officer)

Subscribed and Sworn to
before me this _____ day
of _____, 20__

Notary Public

**VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

_____, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

2009 DESIGN/BUILD ORLAND HILLS GARDENS PHASE I WATER MAIN REPLACEMENT PROJECT
(project)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved 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.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that _____ is/are currently participating
(Name of employee/driver or "all employee drivers")
in a drug and alcohol testing program pursuant to the aforementioned rules.

___4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or

___4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: _____
Officer or Owner of Company named above

Subscribed and sworn to
before me this _____ day
of _____, 200__.

Notary Public

APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, _____, having been first duly sworn depose
and state as follows:

I, _____, am the duly authorized
agent for _____, which has
submitted a bid to the Village of Orland Park for

2009 DESIGN/BUILD ORLAND HILLS GARDENS PHASE I WATER MAIN REPLACEMENT PROJECT
(Name of Project)

and I hereby certify that _____
(Name of Company)

participates in apprenticeship and training programs approved and registered with
the United States Department of Labor Bureau of Apprenticeship and Training.

By: _____

Title: _____

Subscribed and Sworn to
before me this _____ day
of _____, 20__

Notary Public

REFERENCES

(Please Print or Type)

PROJECT NAME _____

LOCATION _____

SCOPE _____

PROJECT COST _____ DATE OF PROJECT _____ TIME TO COMPLETE _____

DESIGN ENGINEER _____

CONTACT PERSON _____ CONTACT TELE. _____

PROJECT NAME _____

LOCATION _____

SCOPE _____

PROJECT COST _____ DATE OF PROJECT _____ TIME TO COMPLETE _____

DESIGN ENGINEER _____

CONTACT PERSON _____ CONTACT TELE. _____

PROJECT NAME _____

LOCATION _____

SCOPE _____

PROJECT COST _____ DATE OF PROJECT _____ TIME TO COMPLETE _____

DESIGN ENGINEER _____

CONTACT PERSON _____ CONTACT TELE. _____

Proposer's Name & Title: _____

Signature and Date: _____

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing proposer'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
Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

PROFESSIONAL LIABILITY

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

Any insurance policies providing the coverage required of the Contractor shall reference "All projects with the Village of Orland Park" and be specifically endorsed to identify "**The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.**" If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a "Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's." The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to "and", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten 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 proposer and the proposal will be awarded to the next highest rated proposer or result in creation of a new request for proposals.

ACCEPTED & AGREED THIS _____ DAY OF _____, 2009

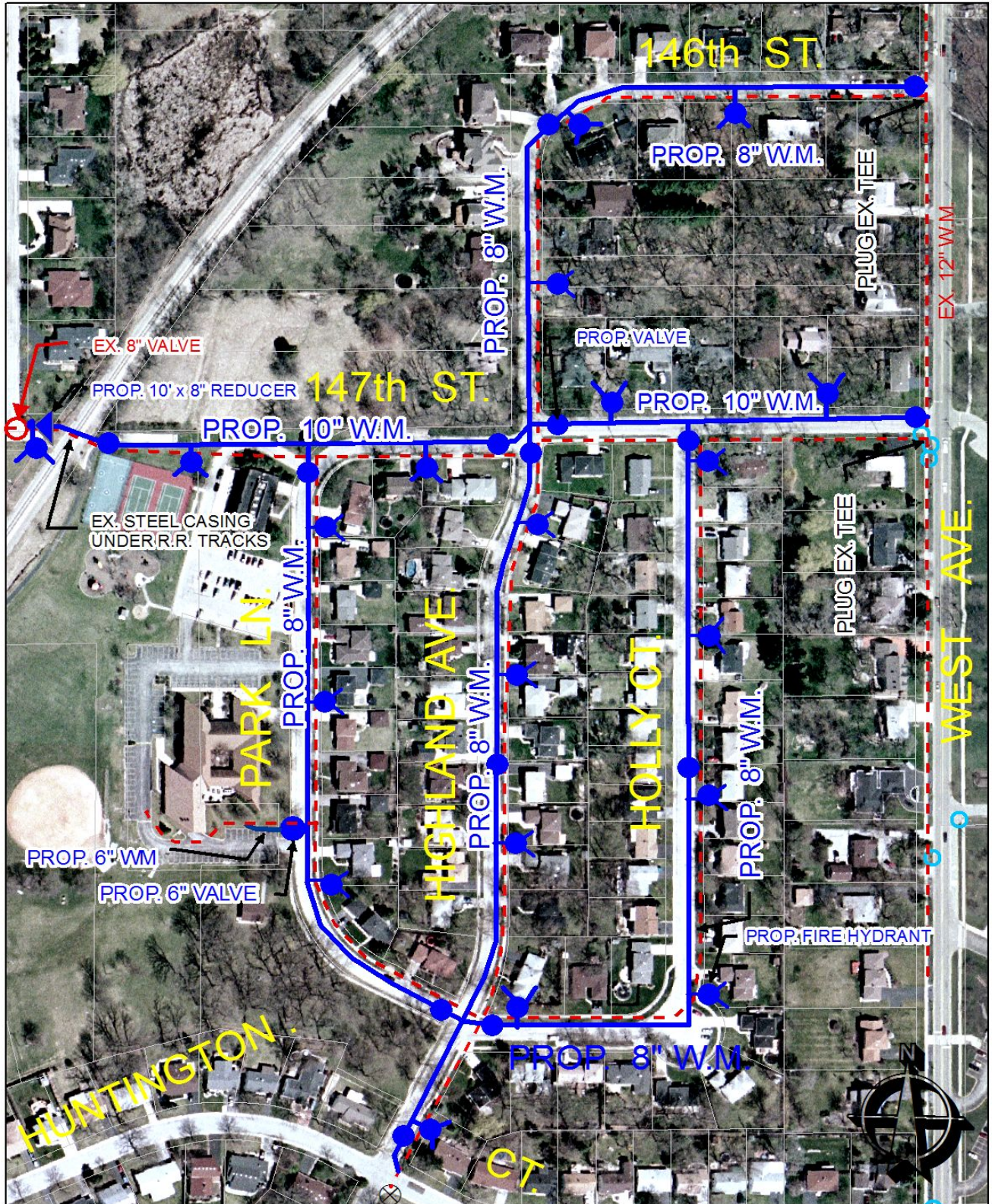
Signature _____ Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – ADDITIONAL INFORMATION

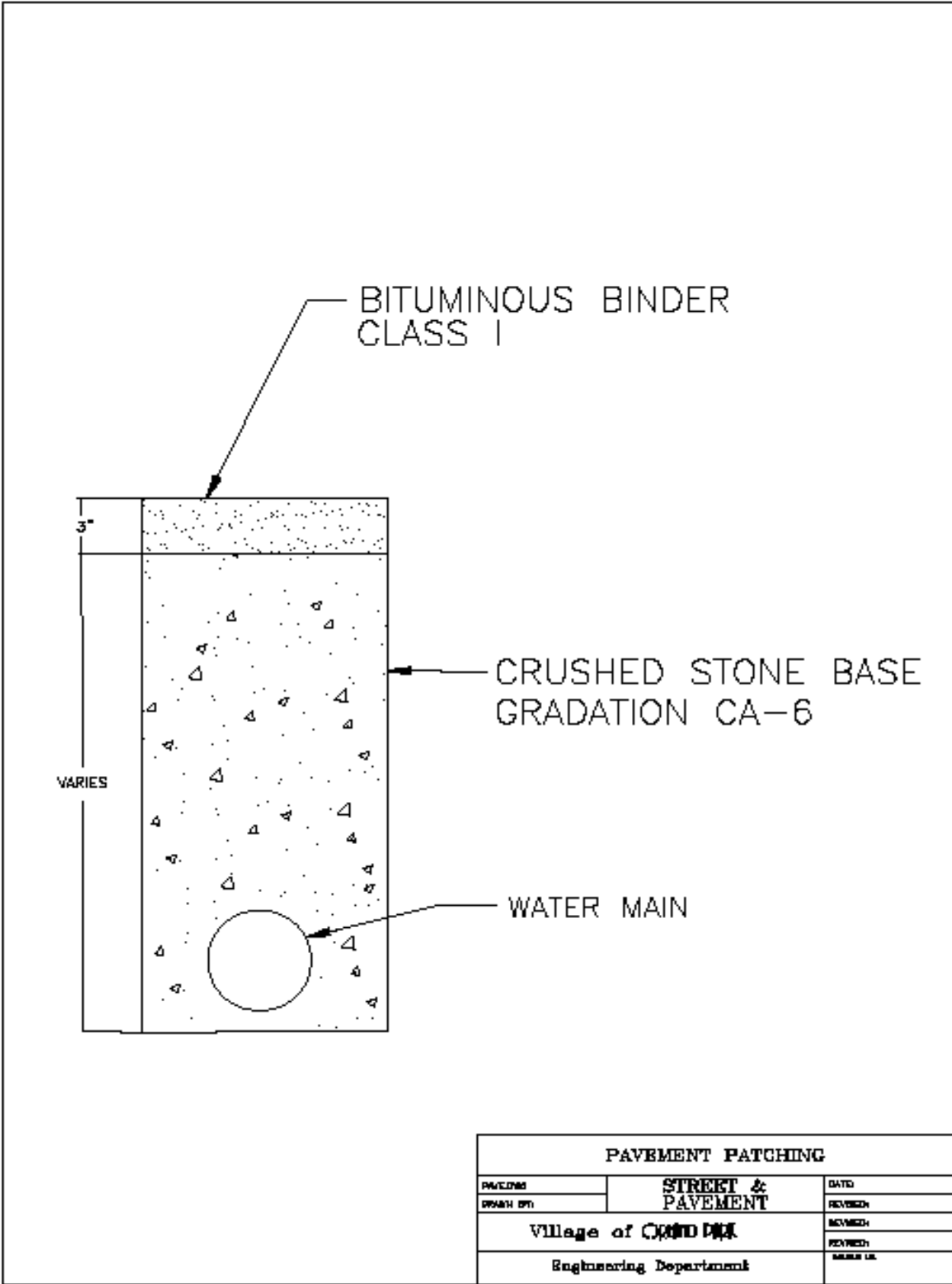
ORLAND HILLS GARDENS PHASE 1 WATER MAIN REPLACEMENT



Estimated Project Quantities

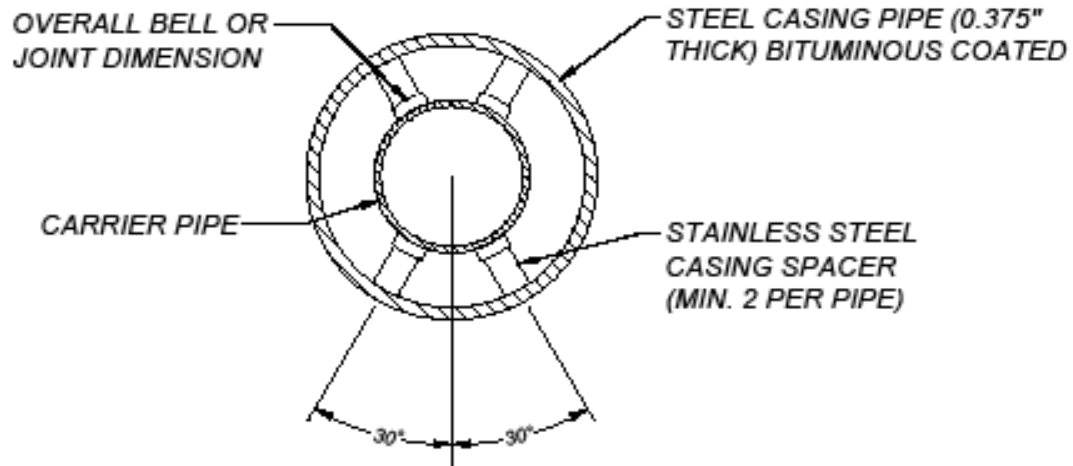
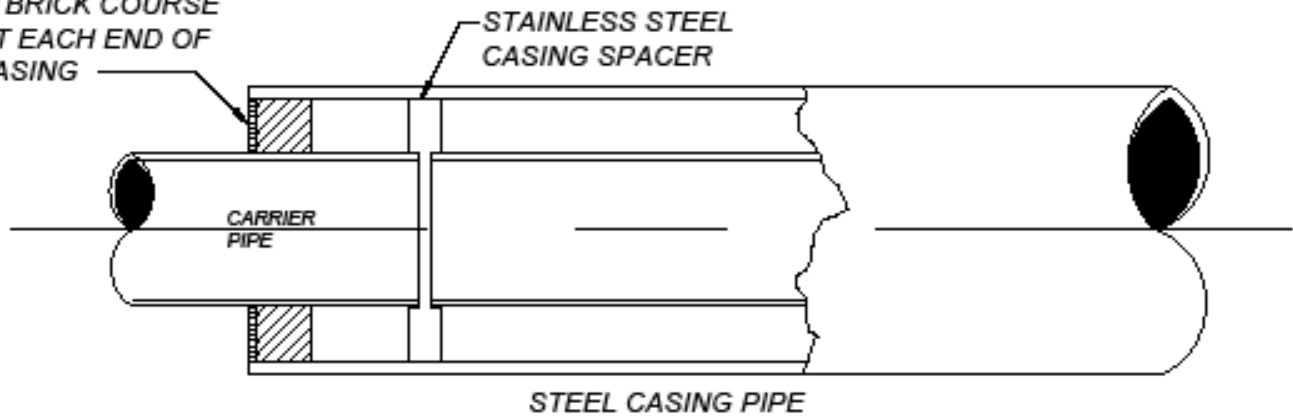
ORLAND HILLS GARDENS PHASE 1 WATER MAIN REPLACEMENT

DESCRIPTION	UNIT	QUANTITY
10" D.I.W.M.	LF	1,925
8" D.I.W.M.	LF	4,810
6" D.I.W.M.	LF	290
FIRE HYDRANTS	EA	20
10" VALVE AND VAULT	EA	3
8" VALVE AND VAULT	EA	9
6" VALVE AND VAULT	EA	1
10" PRESSURE TAP WITH VAULT	EA	1
8" PRESSURE TAP WITH VAULT	EA	1
1-1/2" WATER SERVICE (NORTH OF 147TH STREET)	EA	20
1" WATER SERVICE (SOUTH OF 147TH STREET)	EA	71
2" WATER SERVICE	EA	1
24" STEEL CASING (ALTERNATE IF REQUIRED)	LF	70



PAVEMENT PATCHING		
DESIGNED BY:	STREET & PAVEMENT	DATE:
DRAWN BY:		REVISED:
Village of CHANDLER		REVISED:
Engineering Department		MADE IN U.S.A.

1/2" GROUT OVER
4" BRICK COURSE
AT EACH END OF
CASING

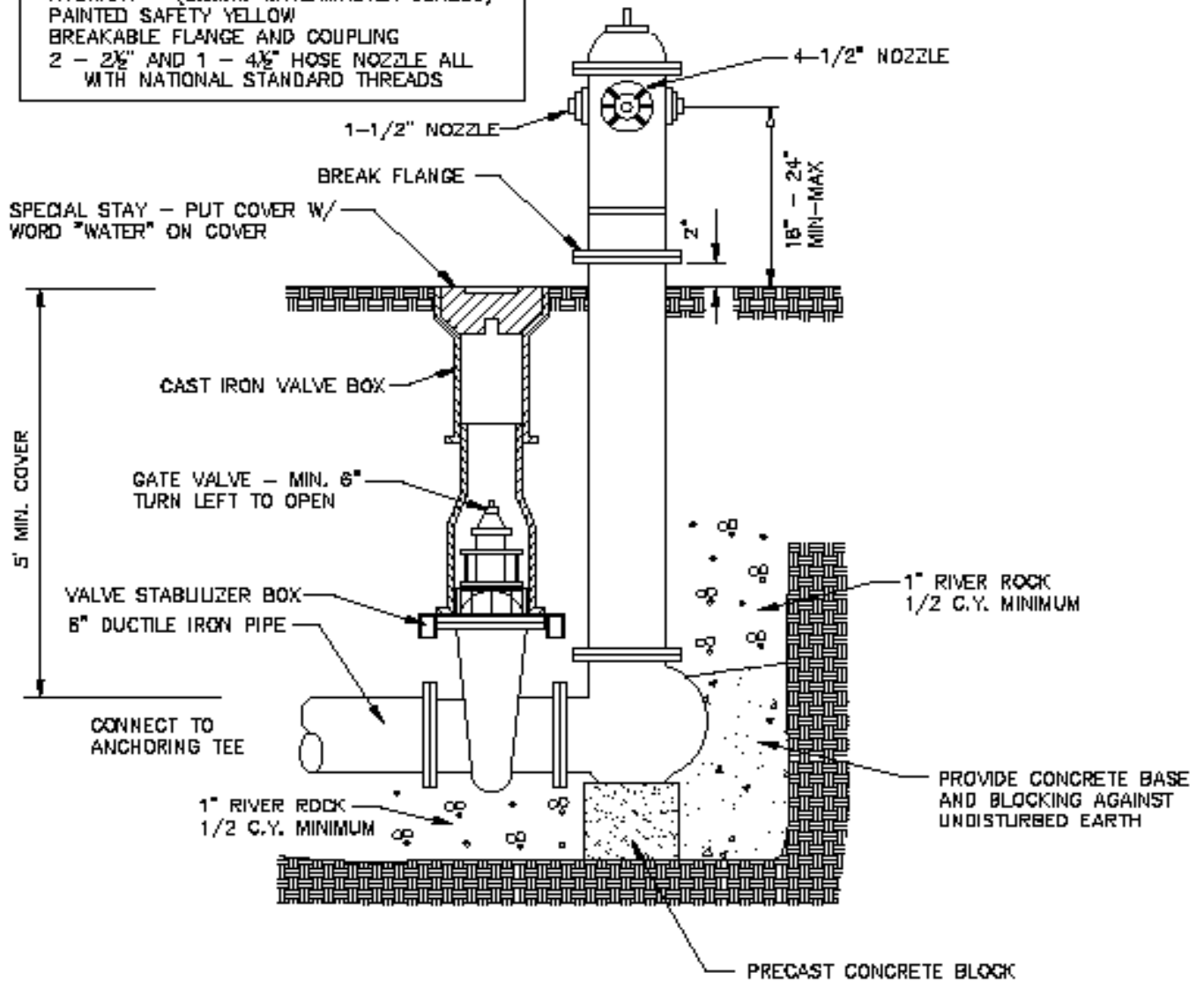


Notes:

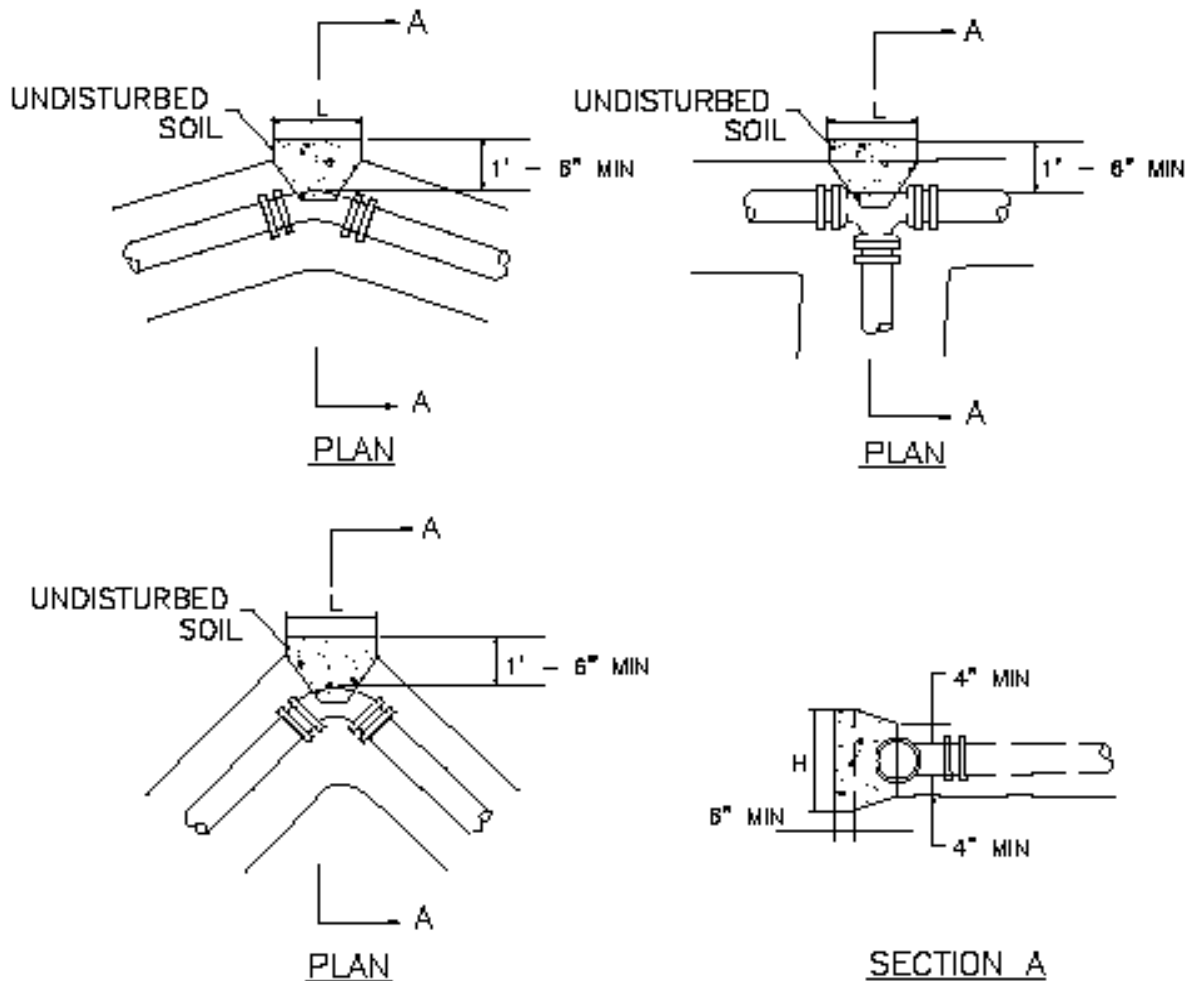
1. The watermain shall be 'CENTER SPACED' and restrained on top and bottom utilizing two casing spacers equally spaced per length of pipe.
2. Casing spacers are to be CASCADE WATERWORKS MFG. brand or an equal approved by the Village Engineer.
3. Casing is to be sealed at both ends with a masonry cap and made water-tight.
4. Watermain joints within the casing shall be restrained utilizing U.S. Pipe Field Lok Gasket or an equal approved by the Village Engineer.

PIPE CASING DETAIL		
PIPE CARRIER DESCRIPTION	WATER MAIN IMPROVEMENT	DATE: 7/26/08
DRAWN BY:		REVISED:
Village of OSHTON		DESIGNED:
Public Works & Engineering Department		PROJECT:
		APPROVED BY: WM-

HYDRANT - (E.J.L.W. WATERMASTER 5BR.250)
 PAINTED SAFETY YELLOW
 BREAKABLE FLANGE AND COUPLING
 2 - 2 1/2" AND 1 - 4 1/2" HOSE NOZZLE ALL
 WITH NATIONAL STANDARD THREADS



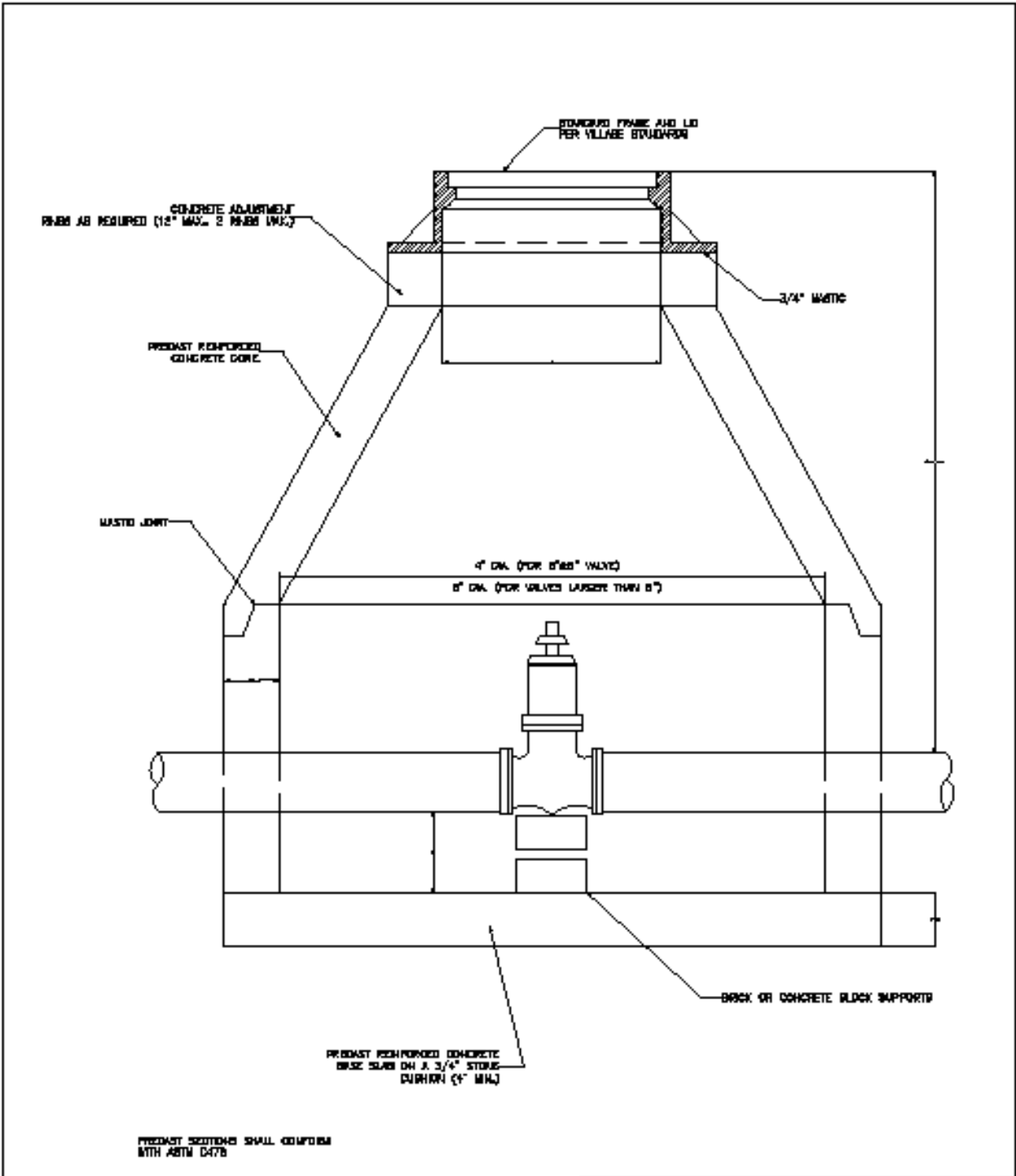
HYDRANT INSTALLATION		
DESIGNED BY	WATER MAIN IMPROVEMENT	DATE: 4/24/08
DRAWN BY		REVISION: nrb
Village of OGDEN PARK		REVISION:
Engineering Department		ISSUED BY: WM-08



CONCRETE THRUST BLOCK DIMENSIONS										
PIPE SIZE	11-15° BEND		22-30° BEND		45°-BEND		90°-BEND		TEE & PLUG	
	H	L	H	L	H	L	H	L	H	L
≤ 8"	1'-6"	1'-6"	2'-0"	2'-6"	2'-6"	3'-0"	3'-6"	4'-0"	3'-0"	3'-6"
≤ 12"	1'-6"	2'-0"	2'-3"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	3'-6"	4'-0"
≤ 16"	2'-0"	2'-0"	2'-6"	3'-0"	4'-0"	4'-6"	5'-0"	6'-0"	4'-6"	5'-6"

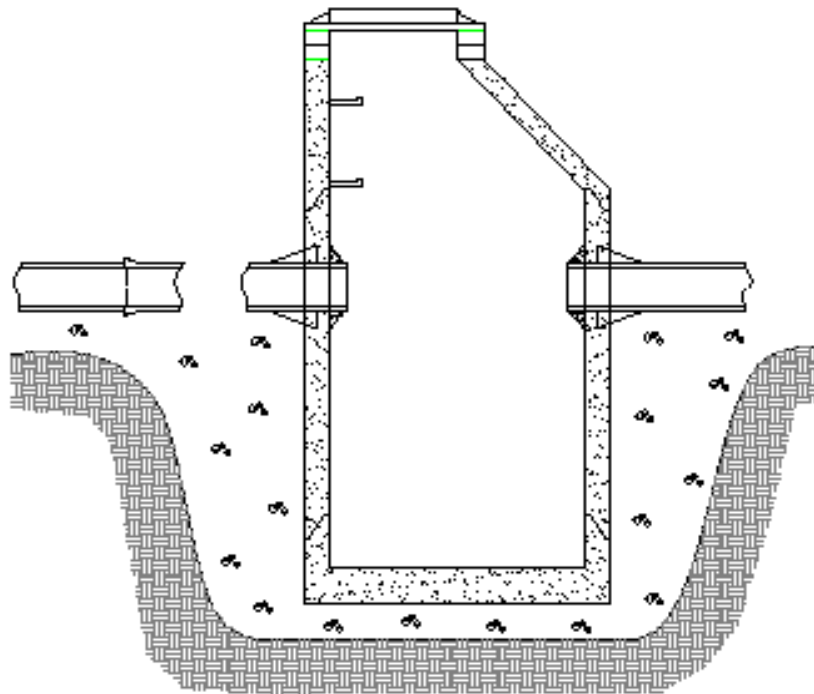
1. ALL BLOCKING SHALL BE CONSTRUCTED WITH POURED CL. X CONCRETE AGAINST UNDISTURBED VERTICAL EARTH FACE WITH A MINIMUM WIDTH OF 12 INCHES.
2. THRUST BLOCKS TO BE USED AT ALL BENDS 11 1/4 DEGREES OR GREATER.
3. MECHANICAL JOINT RETAINER CLAMPS MAY BE USED AS AN ALTERNATIVE TO CONCRETE THRUST BLOCK INSTALLATION WHEN APPROVED BY THE VILLAGE ENGINEER.
4. TEST PRESSURE 100 PSI.

CONCRETE THRUST BLOCK DETAILS		
THROW	WATER MAIN IMPROVEMENT	DATE:
DRAWN BY:		REVISION:
Village of CORRIDOR		REVISION:
Engineering Department		ISSUE NO. WM-10

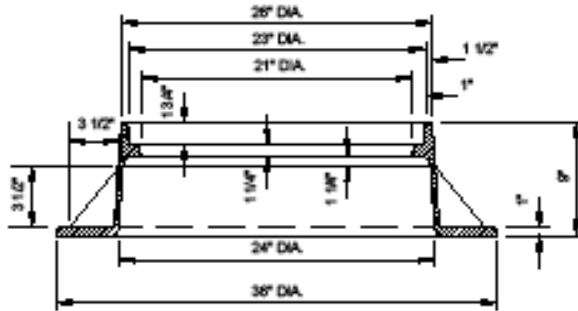
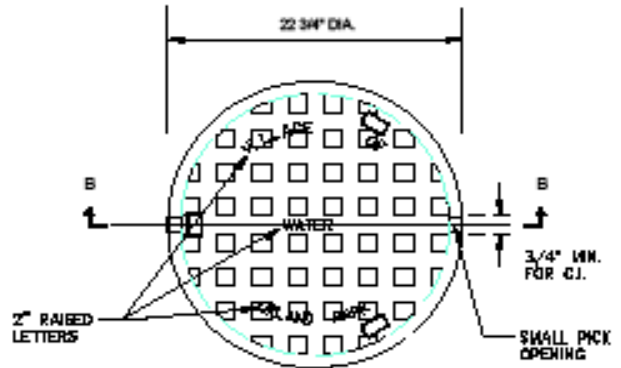
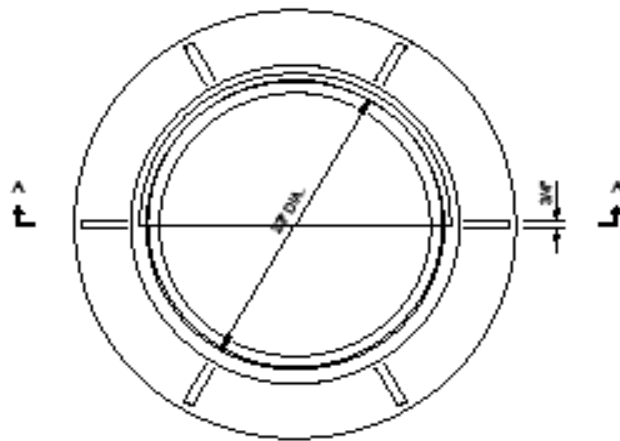


VALVE VAULT		
DATE:	WATER MAIN IMPROVEMENT	DATE:
DESIGN BY:		DESIGNED BY:
Village of OAKWOOD		REVISION:
Engineering Department		NO.:
		WM-01

FILTER FABRIC
(BETWEEN FRAME AND LID)

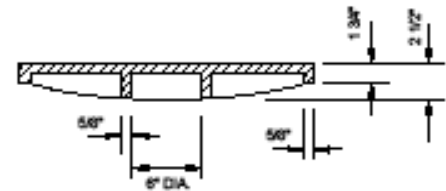


FILTER FABRIC AT INFLOW STRUCTURES (IN PAVED AREAS)		
DATE: 01/15/2010	EROSION CONTROL	DATE:
DRAWN BY:		REVISED:
Village of Grand Dunes		REVISED:
Engineering Department		REVISION NO. BC-01



SECTION A-A
CAST FRAME

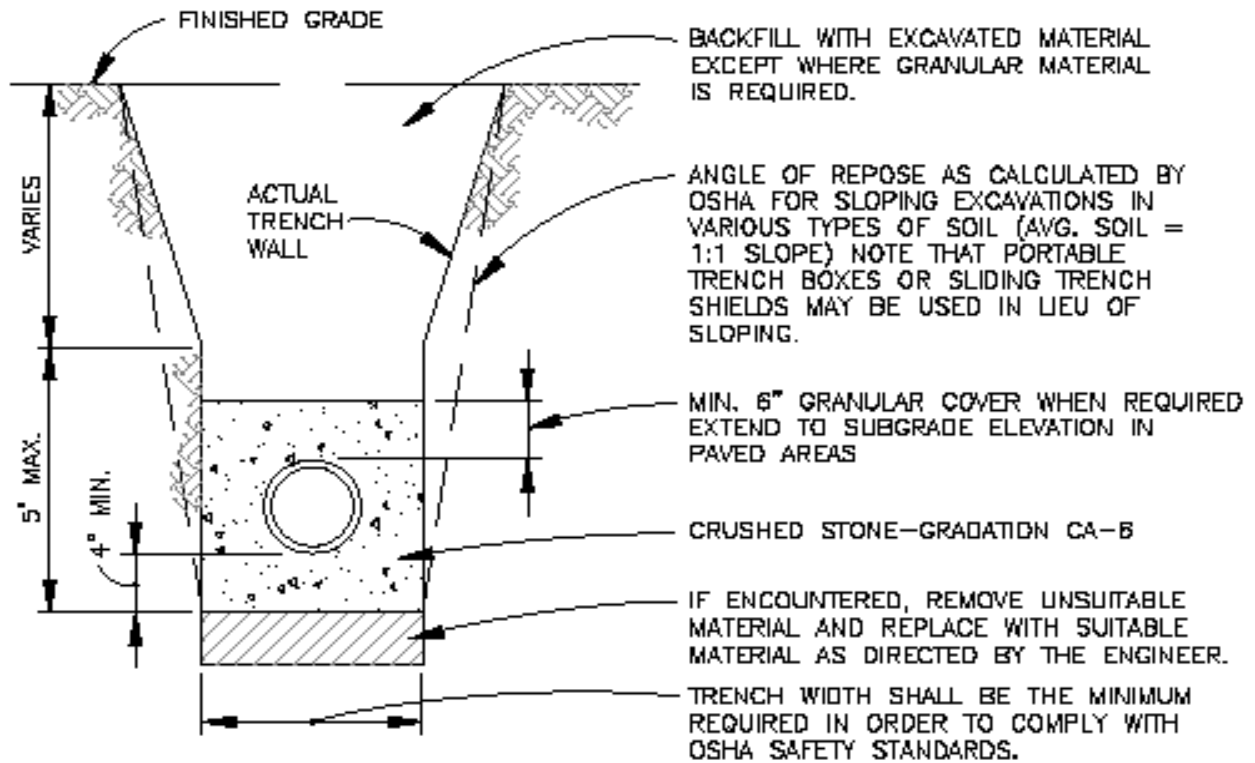
WT. = 330 LBS.



SECTION B-B
CAST CLOSED LID

1. DUCTILE IRON CASTINGS SHALL BE GRADE 60-40-18 & SHALL BE TESTED IN ACCORDANCE WITH FEDERAL SPECIFICATIONS
2. ALL LIDS AND COVERS SHALL BE MACHINED
3. THE MANHOLE COVERS SHALL HAVE RAISED LETTERS AS SHOWN.
4. ALTERNATIVE TO DUCTILE IRON LID, GRAY IRON LID MAY BE USED
5. MINIMUM WEIGHTS FOR CASTINGS AS SHOWN
6. CASTINGS SHALL BE EAST JORDAN IRON WORKS 100021 FRAME & 10804 COVER.

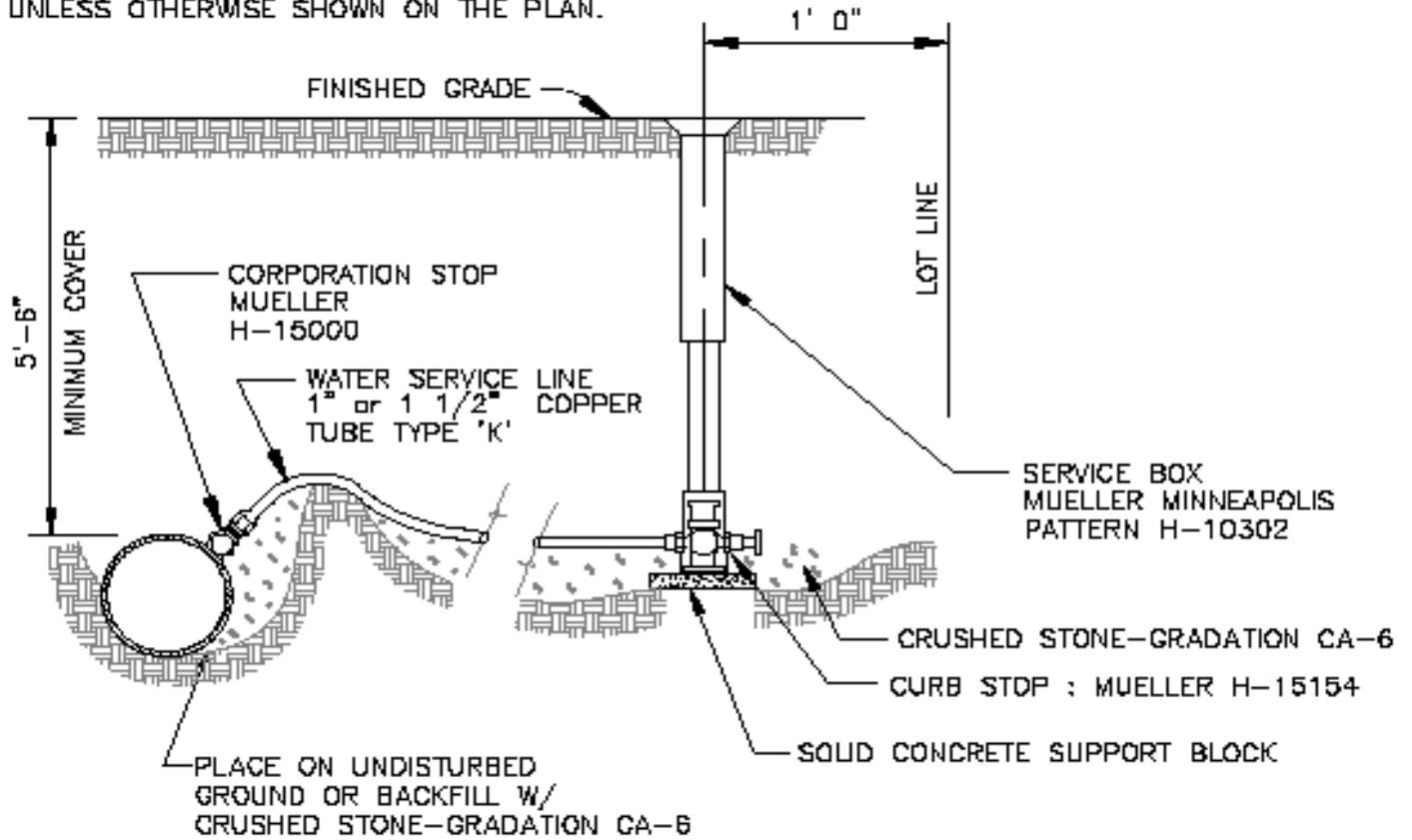
VALVE VAULT FRAME & COVER		
DESIGNED BY	WATER MAIN IMPROVEMENT	DATE
DRAWN BY		REVISION
Village of COGDON		REVISION
Engineering Department		REVISION
		PROJECT NO. WM-03



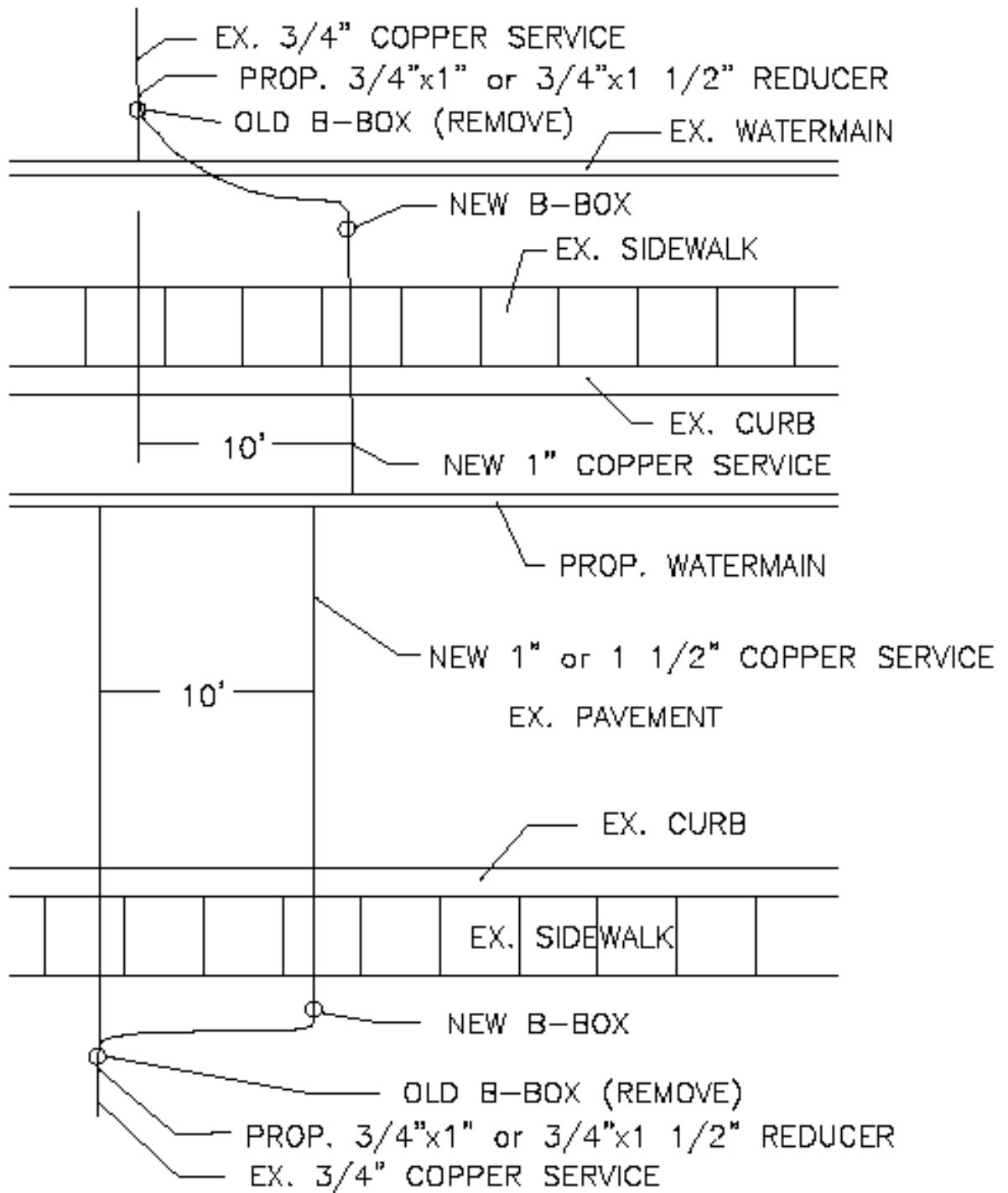
TRENCH SECTION (WATER MAIN)		
DATE:	WATER MAIN IMPROVEMENT	DATE:
DESIGN BY:		REVISION:
	Village of CANTON PAK	REVISION:
	Engineering Department	REVISION NO. WM-11

NOTE :

TERMINATE WATER SERVICE AT CURB STOP
UNLESS OTHERWISE SHOWN ON THE PLAN.



WATER SERVICE CONNECTION		
INTRODUCED	WATER MAIN IMPROVEMENT	DATE
DRAWN BY		REVISED
Village of COVINGTON		REVISED
Engineering Department		FIELD NO. WM-08



WATER SERVICE DETAIL		
DRAWN BY:	WATER MAIN IMPROVEMENT	DATE:
		REVISED
Village of COLUMBIAN		REVISION
Engineering Department		REVISION
		DATE: 11/11/11

NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THE ILLINOIS SOCIETY OF PROFESSIONAL ENGINEERS "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" IN ITS LATEST EDITION AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION: IN ITS LATEST EDITION.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR FIELD LOCATIONS OF THEIR FACILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES.
3. DUCTILE IRON WATER MAINS SHALL BE CEMENT LINE IN ACCORDANCE WITH ALL REQUIREMENTS OF ANSI/AWWA-C104/A.21.4 STANDARD.
4. WATER MAINS SHALL HAVE POLYETHYLENE ENCASEMENT IN ACCORDANCE WITH ALL ANSI/AWWA-C105/A 21.5 STANDARDS. POLYWRAP TO HYDRANT VALVE.
5. PIPE COVER - UNLESS OTHERWISE SHOWN, ALL PIPES SHALL HAVE A MINIMUM OF 5.0 FEET OF COVER.
6. PRESSURE TEST FOR WATER MAINS SHALL BE 150 P.S.I. FOR TWO HOURS.
7. WHEREVER A SEWER CROSSES UNDER A WATER MAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE MAIN SHALL BE 18". ALSO A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY SEWER AND WATER MAIN SHALL BE MAINTAINED UNLESS:
 - (i) THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION, OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE MAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH. KEEPING A MINIMUM OF 18" VERTICAL SEPARATION.
 - (ii) IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THEN, WITHIN A DISTANCE OF 10 FEET EITHER SIDE OF THE WATER MAIN, THE SEWER PIPE SHALL BE CAST IRON, DUCTILE IRON OR AN APPROVED EQUIVALENT, OR THE WATER MAIN SHALL BE PLACED INSIDE A STEEL CASING PIPE FOR A DISTANCE OF 10', MEASURED AT RIGHT ANGLES, FROM EACH SIDE OF THE WATER MAIN.
8. TRENCH BACKFILL, GRADATION CA-6, SHALL BE INSTALLED WHEREVER A SANITARY SEWER, STORM SEWER OR WATER MAIN CROSS EXISTING OR PROPOSED PAVING; WHERE REQUIRED BY THE ENGINEER OR WITHIN THE EXISTING RIGHT- OF-WAY.
9. PAVEMENT SHALL BE SAW-CUT EACH SIDE OF PROPOSED WATER MAIN PRIOR TO INSTALLATION.
10. SAW-CUTTING SHALL BE INCIDENTAL TO THE COST OF WATER MAIN CONSTRUCTION.

11. SPRAY COAT ALL HARDWARE BY AWWA STANDARDS.
12. DISPOSAL OF ALL EXCAVATED MATERIAL IS THE RESPONSIBILITY OF THE CONTRACTOR.
13. ALL EXISTING EAST JORDAN FIRE HYDRANTS SHALL BE SALVAGED FOR VILLAGE.
14. ALL WATER SERVICES NORTH OF 147th STREET ARE TO BE 1 $\frac{1}{2}$ " COPPER TUBE (TYPE "K"), SOUTH OF 147th STREET ARE TO BE 1" COPPER TUBE (TYPE "K").
15. ALL PAVEMENT RESTORATION SHALL HAVE SAW CUTS AND A MINIMUM 3" BITUMINOUS BINDER BROUGHT TO THE TOP OF THE EXISTING SURFACE COURSE.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY STREET SWEEPING AND MAINTAINING DUST CONTROL.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR STREET INLET PROTECTION AND CLEANING AS NEEDED.
18. ALL ABANDONED WATER MAINS WITH OPEN ENDS SHALL BE CAPPED OR PLUGGED.

**VILLAGE OF ORLAND PARK
(Contract for Design-Build Project)**

This Contract is made this ____ day of _____, 200__ 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
- General Conditions for Small Construction
- Professional Engineering Services General Terms and Conditions
- The VILLAGE’S Project Manual for the Work as described in Section 2 hereunder
 - o The Request for Proposals
 - o The Instructions to Proposers
- The Proposal as it is responsive to the VILLAGE’s RFP 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:

(hereinafter referred to as the “WORK”) as described in the VILLAGE’S Project Manual (RFP 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: _____ and 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 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: 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:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

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 8: 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 9: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 10: 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: Village Manager

Its: _____

Date: _____

Date: _____

**VILLAGE OF ORLAND PARK
SMALL CONSTRUCTION - INSTALLATION
GENERAL TERMS AND CONDITIONS**

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, regulations and all case law pertaining to the performance 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.*) Neither the Contractor nor its Subcontractors shall 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 workers to be employed in 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 Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated _____ which includes
 - Instructions to the Proposers
 - Request for Proposals
 - Specifications and Drawings, if any
- .5 Accepted Proposal as it conforms to the RFP requirements
- .6 Addenda, if any
- .7 Required Certificates of Insurance
- .8 Required Certifications

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 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.

3.4 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 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.

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 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

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. New Requests for Proposals must be issued by the Village as required by law for any change increasing the original Contract Sum by fifty percent (50%) or more.

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.

**VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

_____ (ENGINEER)

By: _____
Officer Date

Print Name: _____

VILLAGE OF ORLAND PARK

By: _____
Officer Date

Print Name: _____