

LEGAL NOTICE - MUST RUN IN  
SOUTHTOWNSTAR  
TUESDAY MARCH 22, 2011

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
REQUEST FOR PROPOSALS

**BASIN BEST PRACTICES PROGRAM**

The Village of Orland Park, Illinois will receive sealed proposals until 11:00 A.M. on the 7<sup>th</sup> day of April, 2011, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Basin Best Practices Program. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website [www.orland-park.il.us](http://www.orland-park.il.us).

No proposal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading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

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

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

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

PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF ORLAND PARK, ILLINOIS

BY: DAVID P. MAHER  
VILLAGE CLERK



# **VILLAGE OF ORLAND PARK, ILLINOIS**

## **REQUEST FOR PROPOSALS**

### **BASIN BEST PRACTICES PROGRAM**

**ISSUED**

**TUESDAY, MARCH 22, 2011**

**PROPOSALS DUE**

**THURSDAY, APRIL 7, 2011  
11:00 AM**

**VILLAGE OF ORLAND PARK, ILLINOIS  
BASIN BEST PRACTICES PROGRAM  
REQUEST FOR PROPOSALS**

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**VILLAGE OF ORLAND PARK, ILLINOIS  
BASIN BEST PRACTICES PROGRAM  
REQUEST FOR PROPOSALS**

**I. INSTRUCTIONS TO PROPOSERS**

**OVERVIEW**

The Village of Orland Park is requesting proposals from qualified professional engineering firms to provide the Village with a systematic plan to perform a technical review and categorization strategy for all 172 Village-owned stormwater facilities in order to achieve and provide a consistent level of service and appearance. The Village desires to contract services that include professional engineering, combined with native landscape installation, design and maintenance. It is anticipated that there will be long-term management activities associated with naturalized stormwater basins throughout the community. Work would be performed throughout the Village, with some locations having only one naturalized stormwater facility and other locations having multiple facilities. The number of total facilities being serviced will vary as additional sites are accepted by the Village and incorporated into the long-term management phase. 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 Thursday, April 7, 2011**. No consideration will be given to proposals received after the above stated date and time. Proposers must submit four (4) complete, sealed, signed and attested copies of the proposal, and one (1) complete, identical unbound copy of the proposal labeled: **Village of Orland Park – Basin Best Practices Program - RFP** and addressed to:

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

All proposals submitted 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.**

# VILLAGE OF ORLAND PARK, ILLINOIS BASIN BEST PRACTICES PROGRAM REQUEST FOR PROPOSALS

## Addenda and Clarifications

The VILLAGE requires that all questions related to this proposal be made in writing via email so all questions are clear and can be adequately answered. Please direct all questions to:

Edward Wilmes, Director of Public Works  
Village of Orland Park  
[ewilmes@orland-park.il.us](mailto:ewilmes@orland-park.il.us)  
Fax: (708)403-8798

by the end of business on Friday, April 1, 2011. 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 post copies of any such Addendum to the Village website, [www.orland-park.il.us](http://www.orland-park.il.us), and will send copies to those persons who have received proposal packages and provided sufficient contact information. If you obtained this document from the website, please make sure that you have registered under *NOTIFY ME* on the website so that you will receive proper notification of any modifications to the original document. 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.

# VILLAGE OF ORLAND PARK, ILLINOIS BASIN BEST PRACTICES PROGRAM REQUEST FOR PROPOSALS

## GENERAL INFORMATION

### Overview

The Village of Orland Park, located in Cook and Will Counties, Illinois, maintains a stormwater management system consisting of a multitude of detention and retention basins, including ponds, streams, lakes, and wetlands. The management of the pond basins is a function of the Orland Park's Department of Public Works, Parks, and others that include the Forest Preserve District of Cook County, Townships, Counties and numerous other private owners.

Over the years, the Village has accepted a number of ponds and detention basins that comprise the stormwater management system for the Village. There have been varying levels of stormwater basin maintenance and management performed by differing departments and contractors and a comprehensive strategy has not been developed. Included in these efforts have been shoreline plantings, re-plantings and aquatic vegetation improvements. Some of the basins are dry, filling as stormwater is conveyed for later slow-release, and some are wet, holding water after the stormwater has been fully released.

As the Village of Orland Park has evolved over the years, basins have been included in the development plans when new areas were developed. Design guidelines for the Village's basins were strictly followed as the development occurred; however, like other rapidly-developing communities, long range planning and oversight for the continued performance and maintenance of the basins was not always a priority, resulting in a widely disparate application of stewardship services.

After several isolated projects with varying levels of success were undertaken over the past several years to improve select basins and shorelines, the Village Staff presented a global assessment and management strategy to the Board of Trustees, requesting that a professional Consultant be hired. This Request for Proposal has been developed to solicit proposals from qualified Consultants that will assist the Village with implementing a systematic plan to review and categorize all 172 Village-owned stormwater facilities in order to achieve a consistent level of service and appearance.

The Cook County Stormwater Ordinance requires developers to re-vegetate disturbed wetland buffer areas with native landscape. Through the site development plan review process, the Village promotes development of naturalized stormwater facilities as a Best Management Practice for water quality improvement.

Developers are required to manage and monitor the native landscapes for a three-to five-year period and demonstrate attainment of landscape acceptance criteria. Following landscape acceptance, the Village assumes the long-term management responsibility for naturalized basins associated with residential developments and requires commercial areas to provide long-term maintenance responsibilities for basins associated with their

# VILLAGE OF ORLAND PARK, ILLINOIS BASIN BEST PRACTICES PROGRAM REQUEST FOR PROPOSALS

developments. The Village is considering the use of Special Service Areas (SSAs) for the residential basins that require significant improvements as well as back-up SSAs for naturalized facilities associated with commercial/industrial sites.

## **Project Description**

The Village will select a Consultant with a proven experience and performance that is capable of providing a professional technical report regarding specific set of criteria for a group of basins. Attached is a list of basins (see Exhibit B in Section III) that Village will use to direct the Consultant to investigate and provide reporting and recommendations related to the function, performance and appearance pertinent to a Category to which a given basin has been identified as belonging.

There are over 550 basins in the Village, and approximately 172 of these basins are owned and maintained by the Village. Under the first phase of the Village's Basin Best Practices program, it is anticipated that up to twenty-four (24) basins will be evaluated. There is no guarantee for work beyond the initial scope, The desired basin management strategy relies on the categorization of each basin, based on the following broad goals:

1. Establish a comprehensive Village-wide approach
2. Provide consistency in expectations among all stakeholders
3. Utilize the right resources at the right time provided by the best qualified parties
4. Follow industry best practices for ecological restoration and maintenance

Accordingly, the following categorization is proposed to ensure that the above referenced goals are reached. Some combination of the attributes listed below define whether the basin can be categorized as such.

*Category A: High Impact (No more than 15% can be placed in this category)*

- Annual maintenance and/or stewardship
- High visibility areas
- Generates frequent complaints due to low aesthetics and/or performance
- Prone to invasive species
- Subject to design issues (e.g., slopes, etc.) that compel higher maintenance
- Lack of regular maintenance degrades the image of the Village
- Intensity of maintenance will likely combine efforts of contractor and Parks and Public Works departments

*Category B: Intermediate Impact (No more than 30%)*

- 2-4 year maintenance schedule, lower intensity
- Maintenance efforts may include combination of contractor and Village staff
- Location generates only occasional complaints

## VILLAGE OF ORLAND PARK, ILLINOIS BASIN BEST PRACTICES PROGRAM REQUEST FOR PROPOSALS

- Medium or high visibility
- Requires periodic maintenance, but has satisfactory functionality

### *Category C: Low Impact (Remaining 55% or more)*

- High functionality
- Relatively low visibility
- 5-10 year maintenance schedule, low intensity
- Maintenance can likely be achieved with internal resources
- Source of little or no complaints

The Village has developed a database containing a significant volume of technical basin data that will be provided to the selected Consultant during the course of this contract. It is anticipated that there will be multiple Phases related to the full implementation of the Village's global strategy, and the selected Consultant will be expected to provide resources for each of these Phases.

Direction has been provided for the creation of a steering committee comprised of staff, consultants, two (2) village trustees and citizens to periodically review best practices and annual work plans, as well as to provide feedback and recommendations vis-à-vis the Village's maintenance program. This Committee is advisory in nature, and will also assist in the development and dissemination of communications materials to inform shoreline owners and maintainers of best practices related to proper stewardship, including water and shoreline management practices. It is anticipated that this Steering Committee will meet quarterly at the on set of the project, and less frequently as the project matures.

During the process of review and evaluation, there may be a need to provide improvements and maintenance beyond the Categorization expectations for the basin possessed by the Village. In these cases, the selected Consultant will be expected to assist the Village with the effort required to meet with residents during the assessment and to find resolution of the differing positions regarding a basin's Categorization which may result in a re-categorization, improvement and maintenance strategy beyond what the Village views for a select basin. In such instances, an alternate strategy may need to be developed to meet the expectations of shoreline owners, including the possible development of a Special Services Area or other stewardship program.

The Consultant will be expected to provide a technical report for every basin that the Consultant has been tasked to review. In addition to the technical elements related to condition, conveyance, capacity and use, the report will provide recommendations and costs for work anticipated to be required to bring each basin to the desired level of categorization. No engineering plans will be required to be provided with the Consultant reports, as the Village may direct that plans be developed for bidding, or may solicit a separate design/build proposal from the Consultant to provide the desired results.



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Regarding long-term stewardship, the selected Consultant will assist in the development of a best practices document for water and shoreline maintenance that can be used by internal and external staff as previous outlined, and further provide hands-on classroom and field training opportunities for staff and others. The training will provide strategies for maintenance activities that will ensure that activities are properly timed for the optimal benefit and sustainability for shoreline and aquatic plant materials and animals.

Initially it is anticipated that up to twenty-four (24) basins will be evaluated in the first phase of work. There is no guarantee for work beyond the initial scope; however, funding has been provided for a significant amount of improvement work and stewardship for this initial grouping.

## **Existing Conditions**

Currently, all basins maintained by the Village receive regularly scheduled or complaint-driven maintenance activities. Generally, the basins are in varying levels of acceptable aesthetic condition ranging from pristine to unsightly. As previously stated, the basins do provide the needed stormwater capacity for the tributary properties, as the Village has minimal flooding during significant storm events. Some ponds/basins do have slope degradation that must be investigated.

Basins have varying slope plantings and receive widely differing maintenance. Some basins have been designed and constructed with native plantings that are flourishing, while others have had improvements that have included native plantings. For the most part though, grassy slopes typically surround most basins, and these are fertilized and mowed to the water's edge, resulting in excessive nutrient laden runoff entering the basin causing explosive algae growth and intense mitigation and control efforts.

## **Funding and Project Schedule**

This project has been funded for 2011 to provide for the anticipated technical assessment costs. For basins that receive improvements or corrections, a stewardship component is anticipated for an additional three years that will include hands-on maintenance work by the Consultant and training for internal and external staff or contractors.

It is anticipated that this contract may be extended for a number of years into the future, but there is no guaranteed funding beyond that approved for 2011.

## **Anticipated Project Challenges**

Due to the widely differing levels of basin condition, and the need to ensure that expectations are realistic and achievable for both the Village and the residents, the selected Consultant will be challenged to find common ground and develop a results-oriented strategy to meet expectations, in accordance with the above-stated

## **VILLAGE OF ORLAND PARK, ILLINOIS BASIN BEST PRACTICES PROGRAM REQUEST FOR PROPOSALS**

categorizations. When differing expectations exist between the Village and others, a mitigation strategy is expected to be proposed.

The Consultant will be expected to provide the Village with a value-based strategy that provides that basins attain the desired level of acceptability rapidly, but methodically focusing on high visibility and high maintenance basins initially.

There will be demand for immediate visible improvement, so the Consultant will need to provide critical conservative analysis, set realistic expectations and deliver visible financially prudent results.

Internal and external staff, contractors and homeowners will require training on best management practices, and continued oversight will initially be required.

Print and electronic materials will be required to be designed and produced that will explain the Basin Management and Stewardship strategy. Distribution of this material will be to internal and external staff, contractors and residents and will require production in both English and Spanish.

# VILLAGE OF ORLAND PARK, ILLINOIS BASIN BEST PRACTICES PROGRAM REQUEST FOR PROPOSALS

## REQUIREMENTS OF PROPOSAL

### Qualifications

The following reflects the minimum qualifications for companies eligible to submit proposals to the Village of Orland Park for performing basin assessment and management tasks in areas of native landscaping, erosion control, riparian environments, and/or wetlands on behalf of the Village.

Qualified companies are expected to be knowledgeable and experienced with stormwater basin design and assessment and able to provide input and recommendations on maintenance needs, methods and frequencies that could be incorporated in future years' management programs.

### *Minimum Qualifications*

- Qualified companies shall be licensed as a business in the State of Illinois and shall specialize in the establishment and management of Midwest native plant communities, with a minimum of five years experience of successful in-service performance, and workers implementing the work have a minimum average of two years of such experience. The Village reserves the right to reject any company that does not provide the minimum levels of experience or demonstrate a successful track record with projects of similar size and scope.
- A qualified team shall include an erosion control specialist.
- Qualified companies shall include proof of experience in basin assessment by documenting the following:
  - Proposer has maintained and managed at least 20 projects of similar size and scope (i.e., maintenance of native plantings within urban setting, particularly in stormwater facilities), with project details (e.g., location/address of the projects, client contact name and phone number, nature of work, etc.) provided for at least five projects representative of the scope and extent of activities associated with natural area management.
  - Appropriate experience shall include but not be limited to exotic species removal (including aquatic weed control), soil preparation, native re-vegetation and native plant installation (including mechanical and broadcast application of seed), erosion control seeding and slope stabilization, and long-term maintenance for re-vegetation projects. In particular, experience shall demonstrate successful implementation of various vegetation management practices, including prescribed burning in

# VILLAGE OF ORLAND PARK, ILLINOIS BASIN BEST PRACTICES PROGRAM REQUEST FOR PROPOSALS

an urban environment, selective mowing/weed whipping, and chemical treatments (spray and wick application, cut stump treatments, etc.).

- Provide at least three project examples of detention basin assessment, design and restoration that demonstrated your firm's experience in this field. Note whether you were involved in the design, build and/or stewardship aspects of these projects. Include awards or accolades that your firm has received for these projects (if any).
- Provide brief description of key personnel that will be engaged in assessment, design and restoration of detention basins. Team should include professionals in engineering, ecology/botany, soil erosion and sediment control, and floodplain/stormwater management.
- Demonstrate adequate personnel availability to perform the work satisfactorily and own, or have priority access to, all equipment and supplies necessary to provide the services requested at no additional cost to Village, including but not limited to native drill seeding equipment (e.g., Truax drill, Truax Trillion seeder, or comparable equipment designed specifically installation of native seed), variable-height mowing equipment (excluding a sickle-bar mowers), herbicide spray packs, wicking wands, and low-pressure all-terrain vehicles.
- Demonstrate personnel competencies related to weed control requirements: Strong plant identification skills and ability to identify desirable and undesirable plants during all-stages of plant development.

## ***Desirable Qualifications***

- Provide at least one example of a similar detention basin assessment and management project that was completed for a municipality. Example should include as many similar project attributes to the Village of Orland Park project including: Basin assessment and Engineer's Opinion, long-term management plan, cost estimates and prioritization of alternatives, public outreach, public and staff education materials preparation, and staff personnel training.

## **Proposal Submission**

Each proposal will be reviewed independently and rated as to completeness, cost, understanding of project assignment, relevant experience, project approach methodology, and assessment of project challenges.

1. Firm Information: Name, address and brief history of firm.

## **VILLAGE OF ORLAND PARK, ILLINOIS BASIN BEST PRACTICES PROGRAM REQUEST FOR PROPOSALS**

2. Assessment of Project Challenges: Each firm should address the project challenges as listed above and provide a further assessment of other critical issues which will need to be addressed.

3. Identification of Critical Issues: In addition to the project challenges as identified by the Village, each consultant should provide a further assessment of other critical issues which will need to be addressed, based upon the firm's experience with similar projects.

4. Related Project Experience: Interested firms should submit an overview of relevant municipal experience from the last 5 years. Specific examples of relevant experience should be included. Reference should be made to project name, date completed, municipal clients' name and contact information, project budget, etc.

5. Project Approach: Interested firms should provide a summary of the proposed project approach which includes projected schedules and anticipated results and deliverables. Included would be proposed milestones, submittal dates for key documents, and seasonal project phasing. Firms should also provide specific information regarding project approach for the assessment, reporting, improvement, outreach, education and stewardship.

6. Funding Experience: Interested firms should provide a summary of projects in which they were successful in procuring additional funding from grant programs, as well as an assessment of grant programs for which this project may be a good candidate.

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

8. Fee Proposal: The proposed fees should contain all pricing information relative to performing the project as described in this request for proposals on a "not to exceed" basis. The total all-inclusive maximum price proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

The fee proposal should also contain rates for additional professional services in the case it becomes necessary for the Village to request that the proposer render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement. Any such additional work agreed to between the Village and the firm shall be performed at the same rates set forth in the fee proposal. Work performed outside the scope of services outlined in this request for proposal is to be performed only at the written request of the Village of Orland Park.

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BASIN BEST PRACTICES PROGRAM  
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**Selection Schedule**

The Village anticipates the following schedule:

Submittal deadline:	<b>April 7, 2011 11:00AM</b>
Review of Proposals/Potential Interviews:	<b>April 8 - 25, 2011</b>
Recommendation to Public Works and Engineering Committee	<b>May 2, 2011</b>
Awarding of Contract by Village Board	<b>May 16, 2011</b>

# VILLAGE OF ORLAND PARK, ILLINOIS BASIN BEST PRACTICES PROGRAM REQUEST FOR PROPOSALS

## GENERAL PROVISIONS

### Contract

The successful proposer will be required to enter into a standard form services 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 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 Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

### 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.

### 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.

# VILLAGE OF ORLAND PARK, ILLINOIS BASIN BEST PRACTICES PROGRAM REQUEST FOR PROPOSALS

## **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.

## **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 at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.



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**Indemnification**

The selected Proposer 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 Proposer, 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 Proposer, 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 Proposer 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 Proposer 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 Proposer 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.

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**PROPOSAL SUBMISSION REQUIREMENTS**

Proposer must submit four (4) complete, sealed, 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.

Each proposer is responsible for reading the RFP documents and determining that the 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.

**Certifications**

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

**Narratives**

All Narratives described on pages 10-12 MUST be included with the proposal.

**Insurance**

Contractor 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, 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.

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Please submit with the proposal, a current policy Specimen Certificate of Insurance showing the insurance coverage 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 contractor, 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.

## **EVALUATION OF PROPOSALS**

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications and experience, technical approach, 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.

### **Oral Presentations**

During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

### **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.

**VILLAGE OF ORLAND PARK, ILLINOIS  
BASIN BEST PRACTICES PROGRAM  
REQUEST FOR PROPOSALS**

**PROPOSAL SUBMITTAL CHECKLIST**

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

- Sealed 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 – Basin Best Practices Program - RFP**, in the lower left hand corner.
- Proposal - Proposer must submit **four (4) complete, signed, sealed 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
  - Business Organization
  - Certificate of Eligibility to Enter into Public Contracts
  - Sexual Harassment Policy
  - Equal Employment Opportunity
  - Tax Certification
  - References
  - Insurance Requirements

**II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS**

**PROPOSAL SUMMARY SHEET**

**Basin Best Practices Program**

Project Name

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#: \_\_\_\_\_

Signature of Authorized Signee: \_\_\_\_\_

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

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

ACCEPTANCE: This proposal is valid for \_\_\_\_\_ calendar days from the date of submittal.  
(Note: At least 60 days should be allowed for evaluation and approval)

**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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

\_\_\_\_\_, having submitted a proposal for  
\_\_\_\_\_ (Name of Contractor) for  
\_\_\_\_\_ (General Description of Work Proposed on) to  
the Village of Orland Park, hereby certifies that said contractor has a written sexual  
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

## TAX CERTIFICATION

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

I, \_\_\_\_\_, am the duly authorized agent for \_\_\_\_\_, which has submitted a proposal to the Village of Orland Park for

\_\_\_\_\_ and I hereby certify  
(Name of Project)

that \_\_\_\_\_ is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_

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

Subscribed and Sworn to  
Before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_

## REFERENCES

**(Please Print or Type)**

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Proposer's Name & Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

**INSURANCE REQUIREMENTS**

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

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

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

**AUTOMOBILE LIABILITY**

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

**GENERAL LIABILITY (Occurrence basis)**

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

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

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

**PROFESSIONAL LIABILITY**

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

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the 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 bidder 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 bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

Authorized to execute agreements for:

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

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

### **III – ADDITIONAL INFORMATION**

**Exhibit A - SAMPLE  
VILLAGE OF ORLAND PARK  
(Contract for Professional Engineering Services)**

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

**WITNESSETH**

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

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

This Contract  
The Terms and Conditions  
The Proposal(s) as it is responsive to the VILLAGE’s requirements  
All Certifications required by the Village  
Certificates of Insurance

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

**Provide professional engineering services as described in the attached proposal. See proposal for complete scope of work as requested by the Village of Orland Park**

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount:

TOTAL COST: an amount not to exceed \_\_\_\_\_(\$xx,xxx.xx) Dollars



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

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of execution. The WORK shall commence upon execution of each proposal and receipt of a Notice to Proceed and continue expeditiously from that date until final completion or by the agreed upon time frame per proposal for each event. This Contract shall terminate on [MONTH DAY, YEAR], but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance

Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

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

**To the VILLAGE:**

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

**To the CONTRACTOR:**

Telephone:  
Facsimile:  
e-mail:

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

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

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

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

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

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

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

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

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

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

FOR: THE VILLAGE

FOR: THE CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: Village Manager

Its: \_\_\_\_\_

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

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

SAMPLE

**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: \_\_\_\_\_

Exhibit B  
Village of Orland Park  
List of Basins

Current Maintenance Category	Site ID	Name	Location	Subdivision	Owner ID	Date_Accept	Pond Type	Site size
A	0204	CARO VISTA POND	13799 84th Ave		6001		WET	4.13
A	0310	TALLGRASS POND	13621 Tallgrass Tr		6001	4/10/2007	WET	3.60
A	0311	LEGEND TRAIL POND	13835 Legend Tr		6001	4/10/2007	WET	4.20
A	0404	TRIANGLE POND	14060 LaGrange Road		6001	9/30/2008	WET	2.42
A	0508	PERSIMMON MEADOW POND	10957 W. 142nd St		6001		WET	1.51
A	0611	PRESTON DRIVE POND	11626 Preston Drive	Long Run Creek	6001	8/31/2010	DRY	0.54
A	0825	ROYAL OAKS POND	11027 Royal Oaks Ln	Royal Oaks	6001	5/17/2005	WET	1.07
A	0901	POLICE POND	14500 Ravinia Ave		6001		WET	6.25
A	0902	VILLAGE CENTER POND	14650 Ravinia Ave		6001		WET	4.25
A	1002	ORLAND SQUARE POND	9100 W. 151st St		6001		WET	10.50
A	1304	COLONADES POND	7500 W.157th St		6001		WET	2.75
A	1501	VILLAGE SQUARE POND	9125 Kensington Way		6001		WET	8.41
A	1502	PARK HILL POND #1	15799 Parkhill Dr	Park Hill	6001		WET	7.32
A	1505	PARKHILL POND #3 & PARK	15798 Parkhill Dr	Park Hill	6001		WET	9.35
A	1716	COLETTE POND	15801 Park Station Blvd	Colette Highlands	6001	10/20/2005	WET	9.70
A	2007	ANTHONY DRIVE POND	10831 Anthony Dr	Spring Creek Place	6001	8/1/2005	WET	1.70
A	2908	LAUREL HILLS POND	11001 Laurel Hill Dr		6001		DRY	0.82
A	2909	EMERALD NORTH POND	17062 Kerry Ave	Forest View Estates	6001	5/4/2005	WET	1.36
A	2929	JULIE ANN LANE POND	16711 Julie Ann Lane	Hunter Point	6666		WET	0.61
A	3118	LAKE SHORE NORTH POND	11548 Lake Shore Dr		6001	8/1/2007	WET	3.10
A	3120	MARLEY BLVD MIDDLE POND	18121 Marley Blvd		6001		WET	2.10
A	3121	MARLEY BLVD SOUTH POND	18211 Marley Blvd		6001		WET	2.32
A	3202	EAGLE RIDGE POND #2	17900 104th Ave		6001		WET	5.10
A	3208	AMBER POND	10510 Amber Ln		6001		DRY	1.83