

DAILY SOUTHTOWN  
Wednesday, August 26, 2015

**LEGAL NOTICE**  
**VILLAGE OF ORLAND PARK**

**REQUEST FOR PROPOSALS # 15-022**  
**MAIN STREET TRIANGLE PARKING STRUCTURE DESIGN-BUILD PROJECT**

The Village of Orland Park, Illinois will receive sealed Proposals not later than 11:00 a.m., local time, on Tuesday, September 22, 2015, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for design-build services for the MAIN STREET TRIANGLE PARKING STRUCTURE. Submittals will be opened and evaluated in private and qualification information will be kept confidential until an award is made.

Each Proposal must be accompanied by a bid bond of \$250,000, made payable to the Village of Orland Park. The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website [www.orlandpark.org](http://www.orlandpark.org). No submittals shall be withdrawn after the opening without the consent of the Village for a period of sixty (60) days after the scheduled time of submission.

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

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

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

PRESIDENT AND BOARD OF TRUSTEES

VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK

VILLAGE CLERK



**VILLAGE OF ORLAND PARK, ILLINOIS**  
**REQUEST FOR PROPOSALS**  
**#15-022**

**MAIN STREET TRIANGLE PARKING STRUCTURE  
DESIGN-BUILD PROJECT**

**ISSUED**

Wednesday, August 26, 2015

**PRE-PROPOSAL MEETING**

Wednesday, September 2, 2015  
1:00 P.M.

Orland Park Police Station  
15100 Ravinia Avenue, Orland Park, Illinois

**SUBMITTAL DEADLINE**

Tuesday, September 22, 2015, 11:00 A.M.

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- Proposal Summary Sheet.....21
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**III. ATTACHMENTS**

1. Performance and Design Criteria (30 pages)
2. Conceptual Architectural Plans and Elevations (9 pages)
3. Preliminary Site plans (2 pages)
4. Site Preparation Plans (14 pages)
5. Preliminary Geotechnical Study (124 pages)

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## **SECTION I – INSTRUCTIONS TO PROPOSERS**

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### **OVERVIEW**

#### **PROJECT SUMMARY**

The Village of Orland Park, Illinois (the “Village”) is requesting proposals from interested parties (the “Proposers”) to design, permit, construct, and perform all other services (the “Design-Build”) necessary for the delivery of the Main Street Triangle Parking Structure and associated improvements in the Village.

#### **SUBMISSION REQUIREMENTS**

Proposals must be submitted not later than **11:00 a.m., local time, on Tuesday, September 22, 2015**. No consideration will be given to proposals received after the above stated date and time.

Proposals must include all information and documents as requested in this Request for Proposal (the “RFP”). 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.**

#### **SEALED PROPOSALS REQUIRED**

Not later than the submittal deadline, Proposers must submit proposals in one (1) envelope labeled RFP # 15-022 – Main Street Triangle Park Structure Design-Build Project in the lower left hand corner and addressed to:

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

#### **COPIES**

Proposers must submit six (6) complete, sealed, signed and attested hardcopies of the proposal. One (1) hardcopy shall be an original unbound version, marked “Original” and must contain original signatures. One (1) hardcopy shall be an original bound version,

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marked "Original" and must contain original signatures. The final four (4) hardcopies shall be complete, identical, bound copies of the proposal. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

**PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held on Wednesday, September 2, 2015 at 1:00p.m., at the Orland Park Police Station, 15100 South Ravinia Ave, Orland Park, Illinois. Although the pre-proposal meeting is not mandatory, attendance is recommended.

**CONTACT PERSON**

Michael Kowski, AICP  
Assistant Director of Development Services  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, Illinois 60462  
Email: [mkowski@orlandpark.org](mailto:mkowski@orlandpark.org)  
Fax: (708) 403-6124

**QUESTIONS AND ADDENDA**

Proposers may, in writing, ask questions or request clarification about this RFP. **However, only written inquiries directed to the contact person listed and received by 5:00PM on Tuesday, September 8, 2015 will be given consideration.**

No oral comments will be made to any Proposer as to the meaning of the Project or RFP documents.

Before the Proposal submittal deadline, the Village will make available to the public answers to submitted questions or any modifications or additions to this Project or RFP in the form of a written addendum. Proposers may find addenda and sign up for Bid Posting e-mail alerts on the Village's website at [www.orlandpark.org/bids.aspx](http://www.orlandpark.org/bids.aspx). Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the website or become familiar with conditions or facts of which the 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 from fulfilling any of the conditions and obligations set forth in this RFP. In the event of conflict with the original RFP documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

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Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Proposal submission. A Proposer's failure to include a signed formal Addendum in its Proposal submission may deem its Proposal non-responsive. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

**INTERVIEWS**

The Village anticipates interviewing short-listed Proposers on Wednesday, September 30, 2015.

**PROJECT DETAILS**

**SUMMARY**

The Village desires to engage a Design-Builder ("the DB Team") to construct a new 520+ space, multi-level public parking deck and other improvements on roughly 2.0-acres of vacant municipal-owned land. The project site is located in our community's downtown – commonly known as the Main Street Triangle – which is an active TIF District covering approximately 30-acres of property at the northwest corner of 143rd Street and LaGrange Road. The project site totals approximately 84,000 sf (300' by 280').

Today, the Main Street Triangle features an upgraded Metra regional transit station, a large public greenspace, and a new upscale, mixed-use property with 295 residential units. In the fourth quarter of 2016, the University of Chicago Medicine anticipates opening a 120,000 sf, four-story medical office building situated immediately east of the project site. The Village's intent is to deliver a parking deck to serve both existing and future developments in the area. Upon completion, the Village will continue to own, operate, and maintain the parking facility.

In addition to designing and constructing a parking deck, the selected DB Team will also be asked to perform other ancillary activities including general site preparation, demolition, and utility work, as well as deliver a cold, dark shell space for a +/- 12,000 sf restaurant to be integrated into the north side of the parking deck (collectively known as "the Project").

To date, and as described and referenced herein, the Village has prepared conceptual parking deck plans and elevations that present a potential structure layout and, most importantly, establish a high-quality aesthetic baseline. The DB Team is encouraged to elaborate upon these drawings. The Village's engineering consultant has also prepared construction documents related to certain civil engineering features, which are attached hereto and shall be made part of the DB Team's construction obligations.

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**PROJECT COMPLETION TIMEFRAME**

The successful Proposer shall substantially complete (as defined herein) the Project not later than October 1, 2016.

**SCOPE OF WORK**

The Village is requesting proposals from a DB Team to design, permit, construct, and perform all other services (except certain civil and utility design services as identified in the attached documents) necessary to deliver the Project.

The DB Team will be responsible for obtaining all necessary permits for the work from all applicable regulatory agencies, including but not limited to the Metropolitan Water and Reclamation District (MWRD) and the Village of Orland Park. (applicable permit fees will be paid by the Village). DB Team will also be responsible for posting bonds as required.

Work shall include all services required to design, construct, and deliver the parking structure project including site demolition and utility work identified in the attached documents. All sidewalk and landscaped areas affected by the construction shall be restored to pre-construction conditions in coordination with the Village.

It is the intent of this RFP to establish performance and design criteria for the project. The "Performance and Design Criteria" and other attached documents will assist the Proposer in determining the scope of the work. It is the responsibility of the Proposer to determine and verify the services and information needed to complete and turn over to the Village a successful Project. The DB Team is responsible for coordinating with other active construction projects within the Main Street Triangle prior to and during the construction of the Project.

**PRICE PROPOSAL**

The Proposer shall submit a Guaranteed Maximum Price (GMP) as set forth in this document.

**REQUIREMENTS OF PROPOSAL**

**QUALIFICATIONS**

Proposers shall provide the following items in the RFP response:

1. Background information on the 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 Proposer to meet all contractual requirements.

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2. 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 manager's and discipline leaders' names, contact name, and contact telephone number of at least three (3) Design/Build references. Proposers shall grant the Village permission to contact said references and ask questions regarding prior work performance.
3. Executive Summary: Provide a three (3) page (maximum) summary highlighting why your team's qualifications and project approach provide the Village with the best value for this project.
4. Provide the name and title, direct telephone number (including extension), pager number, cellular telephone number and direct e-mail address of the highest ranking individual within the organization that will have oversight responsibility for the organization's involvement with the Project.
5. Preconstruction and Construction Phase Organizational charts, featuring all key design and construction team members.
  - Listing of similar projects that each of the individuals were involved with.
  - Listing of Design/Build parking garage projects delivered by the Design/Build Contractor within last 7 years. List location, dollar value of project, size, firm's role on project, start/complete dates and brief description.
  - Listing of parking garage projects delivered by Architect of Record within last 7 years. List location, dollar value of project, size, firm's role on project, start/complete dates and brief description.
  - Listing of other parking garage projects delivered by Contractor within last 7 years. List location, dollar value of project, size, firm's role on project, start/complete dates and brief description
  - Listing of parking garage projects delivered by Structural Engineer within last 7 years. List location, dollar value of project, size, firm's role on project, start/complete dates and brief description.
  - Listing of parking garage projects delivered by the Parking Consultant with last 7 years. List location, dollar value of project, size, firm's role on project, start/complete dates and brief description.
6. Provide the number of years that the organization has been providing services similar to those requested by this RFP, including a delineation of this information for both the headquarters location and the local or regional office (as appropriate) that will be used in delivering the requested services on the Project
7. Description of how the DB Team would staff this project. The Proposal must include a description of the duties and responsibilities of all key Project team members and an organizational chart indicating the title or function of each individual and the reporting structure and functional relationships between the team members



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8. For all designated key personnel (i.e.: project manager, superintendent, architect, parking consultant, structural engineer, MEP engineer, etc.), describe the background and experience that would qualify him or her to serve successfully on this project. Provide a resume for all key personnel to be assigned to this project.

**GENERAL PROVISIONS**

CONTRACT

The successful Proposer will be required to enter into a standard form AIA A141-2014 Design-Build contract, subject to review and approval by the Village 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 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.

Should the DB Team neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the DB Team 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. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

PROPOSAL PRICE

The submitted proposal price shall be a Guaranteed Maximum Price (GMP) and shall include all permits (permit fees paid by the Village), bond costs, insurance, design, construction, goods/materials/equipment, plant facilities, services, work and expense necessary to perform the work in accordance with the scope and requirements included in this RFP. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

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**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.
- B. Should discrepancies appear between any of the following parts of the Contract, a listed part shall take precedence over all those listed below:
  - 1. The Performance and Design Criteria and attached documents.
  - 2. The DB Team's Proposal Documents (see *Note* below).
  - 3. The RFP, all appendices, and addendums.
  - 4. The Special Provisions prepared by the DB Team that are approved by the Village.
  - 5. DB Team's Specification and Drawings

*Note:* The DB Team'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 Village than the requirements of the other Contract Documents, the DB Team's obligations hereunder shall include compliance with all such statements, offers and terms.

**INCURRED COSTS**

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

**RESIDENT ENGINEER**

Village staff or its designee will be onsite to observe the work.

**PERIOD OF PERFORMANCE**

Actual work cannot begin until the Village issues a written Notice to Proceed to the DB Team. In order to receive said Notice, the DB Team 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 Proposer if these documents are not submitted to and approved by the Village within ten (10) business days of notice of bid award.

The work to be performed by the successful Proposer shall be substantially complete on or before October 1, 2016. Liquidated damages shall be assessed after this date if the work

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is not complete. The following items must be complete in order for the Village to accept the “substantially complete” status:

- 400 parking spaces including required ADA spaces are complete and available for use
- All life safety items related with the 400 parking spaces are complete and available for use
- Certificate of Occupancy is issued by the Village of Orland Park

Should the DB Team neglect, refuse, or fail to complete the work under the contract by October 1, 2016, and in view of the difficulty of estimating with exactness the damages caused by such delay, the Village shall have the right to charge the DB Team the sum of \$1,000.00 per day for each and every calendar day that the work is not complete according to the requirements of this project, as liquidated damages and not a penalty.

To the successful Proposer, the Village offers a schedule incentive of \$1,000.00 per day (up to a maximum of \$30,000) for completing the work before October 1, 2016. This incentive will be paid if the project under this contract is complete in all aspects, under budget by a sum no less than the incentive payout amount, and the DB Team’s (and subcontractors’) personnel, equipment, and all other related elements are removed from the site and the entire project is ready for use.

**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 DB Team’s Dated Invoice, DB Team’s Sworn Statement, and Lien Waiver for the amount being requested, along with certified payrolls. Invoices should include the following information:

- Name and address of DB Team
- Purchase order number
- Dates of service
- Previous retention to date
- Current invoice amount
- Invoices from subcontractors
- Lien Waivers from subcontractors
- Certified Payrolls
- Current retention
- Total retention 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

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request and shall be submitted for the month previous to the amount shown on the pay request minus retention.

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

**RETAINAGE**

Ten percent (10%) of the amount due will be retained from payments for completed work. Additional amounts, determined by the Village may be withheld, until final acceptance is given. Upon delivery of final waivers from a subcontractor, the Village may release the retainage related to that subcontractor. The retained amount for the DB Team, as well as any other amount the Village deems appropriate, will be authorized for payment only after all work is accepted as complete and satisfactory by the Village.

General contractors must pay their subcontractors and material suppliers promptly and return the subcontractors' retainage within 30 days after the sub's work is completed. Failure to comply with these payment requirements is a breach of the Contract, which may lead to any remedies permitted under law. In addition, a general contractor's failure to promptly pay its subcontractors is subject to the provisions of 50 ILCS 505/9, the Local Government Prompt Payment Act. If a general contractor fails to make any payment to his subcontractors and material suppliers within fifteen (15) days after receipt of payment from the Village, the contractor shall pay to his subcontracts and material suppliers, in addition to the payment due to them, interest in the amount of 2% per month, calculated from the expiration of the 15-day period until fully paid.

**PREVAILING WAGES**

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

**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

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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. 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**

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

**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.

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**LICENSES**

Any contractor doing work in the Village must obtain a Contractor's license from the Village's Development Services Department, as may be required by Village Code. This license is not required to submit a response for this RFP but the selected DB Team will be required to obtain this license before the contract execution.

**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.

By submitting a proposal, design-builder expressly warrants that materials and equipment furnished under the contract will be new and of good quality 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. There will be materials and work items that will have warranties beyond one (1) year.

**ALTERNATES**

While equipment, materials, and procedures are not specified, the Village 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 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 except upon prior written approval of the Village, materially changed.

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**INDEMNIFICATION**

The selected DB Team shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the DB Team, 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 DB Team, 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 DB Team 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 DB Team 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 DB Team 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**

**GENERAL**

Proposers must submit six (6) complete, sealed, signed and attested hardcopies of the proposal. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. One (1) hardcopy shall be an original bound version, marked "Original" and must contain original signatures. The final four (4) hardcopies shall be complete, identical, bound copies of the proposal. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

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.

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

**FORMS IN SECTION II**

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

**INSURANCE**

DB Team 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 coverage 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 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 DB Team, sub-contractors, 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 Proposal 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 \$250,000. After the Proposals have been compared and a DB Team selected, the Village will return the bid deposit.



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**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 Proposer to timely provide the Payment and Performance Bonds and Certificate of Insurance, the Village may at its option, declare the Proposer 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 Proposer shall submit a Guaranteed Maximum Price (GMP) to include all permits (permit fees paid by the Village), insurance, bonds, goods/materials/equipment, plant facilities, work, and expense necessary to perform the work in accordance with 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 Proposers should separately identify management fees, allowances, and contingencies in their responses.

The Performance and Design Criteria describe the standards of construction and are not intended to describe a particular manufacturer's product or means and methods.

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**EVALUATION OF PROPOSALS**

METRICS

The Village will evaluate proposals based on price, the DB Team's qualifications, project schedule, interview, value added items, and additional factors deemed relevant. The Village retains the right to refuse any and all proposals.

The following is a breakdown of evaluation points:

- Price 35%
- DB Team's qualifications 25%
- Project schedule 10%
- Value added items 10%
- Interview 10%
- Selection team's discretion 10%

QUALIFICATIONS

The qualifications will be evaluated based on the following factors:

- Team's experience with similar projects
- Project manager's and discipline leaders' experience on similar projects
- Members experience working as a team on previous projects

NEGOTIATIONS

The Village 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 DB Team during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.

AWARD

Award of the Contract is subject to approval by the Village's Board of Trustees. 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 DB Team 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

**VILLAGE OF ORLAND PARK, ILLINOIS**  
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methods used to project from known data, allowances, 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.

**PROPOSAL SUBMITTAL CHECKLIST**

In order to be responsive, Proposers shall submit the following:

- **Six (6) hardcopies of the proposal:**

Proposers must submit six (6) complete, sealed, signed and attested hardcopies of the proposal. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. One (1) hardcopy shall be an original bound version, marked "Original" and must contain original signatures. The final four (4) hardcopies shall be complete, identical, bound copies of the proposal. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Not later than the submittal deadline, Proposers must submit proposals in one (1) envelope labeled RFP # 15-022 – Main Street Triangle Park Structure Design-Build Project in the lower left hand corner and addressed to:

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

- Information, drawings, and narratives as requested in the **Requirements of Proposal** section of the RFP
- Bid Deposit for \$250,000
- Qualifications
- Signed and Completed forms from Section II:
  - Proposal Summary Sheet
  - Affidavit of Compliance (*notarization required*)
  - References
  - Insurance Requirements
- Project Design Documents – Drawings and Outline Specifications / Narrative
  - Drawings:
    - Conceptual functional plans
    - Architectural elevations and renderings (all four sides)
    - Typical structural framing plan

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- Narrative or outline specifications including all sections of the project and specifically addressing:
  - Project Approach
  - Core and shell requirements for the restaurant
  - Site Civil coordination
  - Assessment of the proposed foundation type
  - Structural system and durability requirements
  - Lighting approach with type and fc levels
- Snow removal procedure
- Project Sequencing and Schedule
  - Sequencing of Construction
  - Design Timeline including:
    - Key submittal dates for Village reviews
    - Duration of Village and consultant reviews
    - Village decision making points
  - Anticipated Permitting Timeline
  - Construction Duration
  - Overlap in any production and design or permitting requiring Village expedited approvals
- List of Subcontractors
- Signed Addendums (as applicable): **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Proposal submission.** A Proposer's failure to include a signed formal Addendum in its submission may deem its proposal non- responsive.

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**II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS**

# PROPOSAL SUMMARY SHEET

## MAIN STREET TRIANGLE PARKING STRUCTURE DESIGN-BUILD PROJECT

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>GMP</u>
Main Street Triangle Parking structure	\$ _____
Site demolition and preparation	\$ _____
Utility installations	\$ _____
TOTAL	\$ _____

<u>Alternates</u>	
Reduce floor-to-floor height for upper floors to 10'-4"	\$ _____
Eliminate vehicular count system and two (2) VMS	\$ _____
Replace LED lights with Fluorescent lights	\$ _____
Add 1 CCTV camera at the location identified by the Village	\$ _____
Remove 1 CCTV camera	\$ _____
Develop and implement a bird deterrent plan which considers and mitigates against all perches and roosts (including pipes, conduits, light fixtures, etc.)	\$ _____

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

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

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

## AFFIDAVIT OF COMPLIANCE

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

---

The undersigned \_\_\_\_\_,  
*(Enter Name of Person Making Affidavit)*

as \_\_\_\_\_,  
*(Enter Title of Person Making Affidavit)*

and on behalf of \_\_\_\_\_,  
*(Enter Name of Business Organization)*

certifies that Proposer is:

**1) A BUSINESS ORGANIZATION: Yes [ ] No [ ]**

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

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

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation \_\_\_\_\_  
*(State of Incorporation) (Date of Incorporation)*

**2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [ ] No [ ]**

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

**3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [ ] No [ ]**

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

**4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes [ ] No [ ]**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

**5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [ ] No [ ]**

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant



books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Proposer 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 Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers.

In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

**6) PREVAILING WAGE COMPLIANCE:      Yes [ ]    No [ ]**

In the manner and to the extent required by law, this Project is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Proposer shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at ).

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

In accordance with Public Act 94-0515, the Proposer 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 Proposer is aware that knowingly filing false records is a Class B Misdemeanor.

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Proposer 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.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and Sworn To  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

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

**NOTARY SEAL**

**REFERENCES**

**(Please Print or Type. For the Design Team, identify key members of design and construction team including project managers and discipline leaders, use additional sheets, if needed)**

PROJECT NAME \_\_\_\_\_  
LOCATION \_\_\_\_\_  
SCOPE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT COST \_\_\_\_\_ DATE OF PROJECT \_\_\_\_\_ TIME TO COMPLETE \_\_\_\_\_  
DESIGN TEAM \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ CONTACT TEL. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_  
LOCATION \_\_\_\_\_  
SCOPE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT COST \_\_\_\_\_ DATE OF PROJECT \_\_\_\_\_ TIME TO COMPLETE \_\_\_\_\_  
DESIGN TEAM \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ CONTACT TEL. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_  
LOCATION \_\_\_\_\_  
SCOPE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT COST \_\_\_\_\_ DATE OF PROJECT \_\_\_\_\_ TIME TO COMPLETE \_\_\_\_\_  
DESIGN TEAM \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ CONTACT TEL. \_\_\_\_\_

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

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

# INSURANCE REQUIREMENTS

## 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

## BUILDER'S RISK

Up to contract value

## PROFESSIONAL LIABILITY

\$2,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

## EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$15,000,000 – Each Occurrence \$15,000,000 – Aggregate

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

**NOTE:** Total Excess Liability coverage required for the project as a whole may be as high as \$15,000,000. However, at no time will coverage limits be less than \$10,000,000. Final coverage limits, as well as Builder's Risk coverage, will be determined prior to execution of contractual documents.

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, 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, including products and completed operations for Liability." 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 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 bid will be awarded to the next lowest Proposer 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

**VILLAGE OF ORLAND PARK, ILLINOIS  
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**SECTION III: ATTACHMENTS**

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1. Performance and Design Criteria (30 pages)
2. Conceptual Architectural Plans and Elevations (9 pages)
3. Preliminary Site Plans (2 pages)
4. Site Preparation Plans (14 pages)
5. Preliminary Geotechnical Study (124 pages)