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Wednesday, April 13, 2016



LEGAL NOTICE

VILLAGE OF ORLAND PARK REQUEST FOR PROPOSALS # 16-017

Downtown Main Street District Parcel C Development

The Village of Orland Park's Development Services Department is requesting proposals from interested developers to own, design, construct, and market a highly creative development on a Village-owned 1.59-acre parcel – commonly known as Parcel C. Proposals are due not later than 11:00 A.M. on May 27, 2016, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462. 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, available for inspection at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.

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 Consultant 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: JOHN C. MEHALEK
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

**REQUEST FOR PROPOSAL
#16-017**

**DOWNTOWN MAIN STREET DISTRICT
PARCEL C DEVELOPMENT**

ISSUED

April 13, 2016

SUBMITTAL DEADLINE

**May 27, 2016
11:00 A.M.**

SUBMIT SEALED PROPOSALS TO:

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

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I. PROJECT INFORMATION



143RD Street Metra Station & *Ninety7Fifty on the Park* Mixed-Use Building (background)

OVERVIEW

The Village of Orland Park is seeking a qualified Developer (or Developers) to own, design, construct, and market a highly creative development on a Village-owned 1.59-acre parcel – commonly known as Parcel C – set within an active TIF District and located in our community’s transit-oriented Downtown Main Street District.

Our Downtown Main Street District is situated at the northwest corner of 143rd Street and LaGrange Road, anchored by the new 143rd Street Metra Station. The area is unique in the Chicagoland region as it is wholly Village-owned, master planned, coded, and primed for the redevelopment. Our community’s goal is to create a pedestrian-scaled, economically vibrant place that embraces mixed-use retail, commercial, entertainment and residential development.

The development of Parcel C shall build upon the remarkable success of recent development within a few steps of the 143rd Street Metra Station. This includes the specialty shops at Orland Crossing, Mariano’s Fresh Market, and the 295-unit *Ninety7Fifty on the Park* mixed-use building, as well as those projects under construction, such as: a 4-story University of Chicago Medical Center; the 231-unit Residences at Orland Crossing; and a 500+ space public parking garage with first floor commercial.

The Village is excited to further expand our success story by selecting a qualified partner to commence with the next phase of the District – the development of Parcel C.

RESOURCES

Documents, general facts and figures discussed herein can be found on the Village's website: www.orlandpark.org.

CONTACT INFORMATION

All questions related to this proposal must be submitted in writing, not later than 12:00 noon, local time on **May 4, 2016**, to:

Michael Kowski, AICP
Assistant Director of Development Services

Email: mkowski@orlandpark.org
Fax: 708.403.6128

After the question deadline, the Village will provide answers to all questions via a written Addendum to be posted on the Village's website. In order to receive notification of any Addenda, please register your email with the Village via the "Sign Up" link for Bid Postings at www.orlandpark.org.

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. The Village will reject all claims 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.

Proposers shall be required to acknowledge receipt of any formal Addenda by signing each Addendum and including it with the submittal. Failure of a proposer to include a signed formal Addendum may deem its submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest. In the event of conflict with the original proposal documents, Addenda shall govern all other contract documents to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.



Ninety 7 Fifty on the Park Mixed-Use Building & Crescent Park (foreground)

SUBMISSION DEADLINE

Proposals must be submitted not later than 11:00 A.M., local time, on **May 27, 2016**. No consideration will be given to information/ proposals received after the stated date and time. All sealed copies shall be labeled: RFP #16-017 *DOWNTOWN MAIN STREET DISTRICT - PARCEL C DEVELOPMENT* and addressed to:

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

BACKGROUND

The Village of Orland Park has undertaken the redevelopment of what is commonly known as the Downtown Main Street District. This redevelopment meets a long time goal of Mayor Daniel McLaughlin and the Village Board of creating a pedestrian friendly downtown environment for Orland Park, emanating from a new Metra commuter train station located at 142nd Street just west of LaGrange Road.

The Village made substantial progress over the past decade, having invested over \$80 million within the District in public/private partnerships, land acquisition, construction of public infrastructure and amenities, environmental remediation, and intersection improvements.

At this time, the Village is ready to develop the next phase of the District, Parcel C in particular.

ABOUT ORLAND PARK

Located 25 miles southwest of Chicago's Loop, Orland Park was settled as a small farm village more than one hundred years ago and has grown into a dynamic community of approximately 60,000 residents. Orland Park is located primarily in Cook County, with a small portion of land in Will County. Long term growth in the residential and commercial sectors is strong, and full build-out population is expected to peak at 75,000 residents.

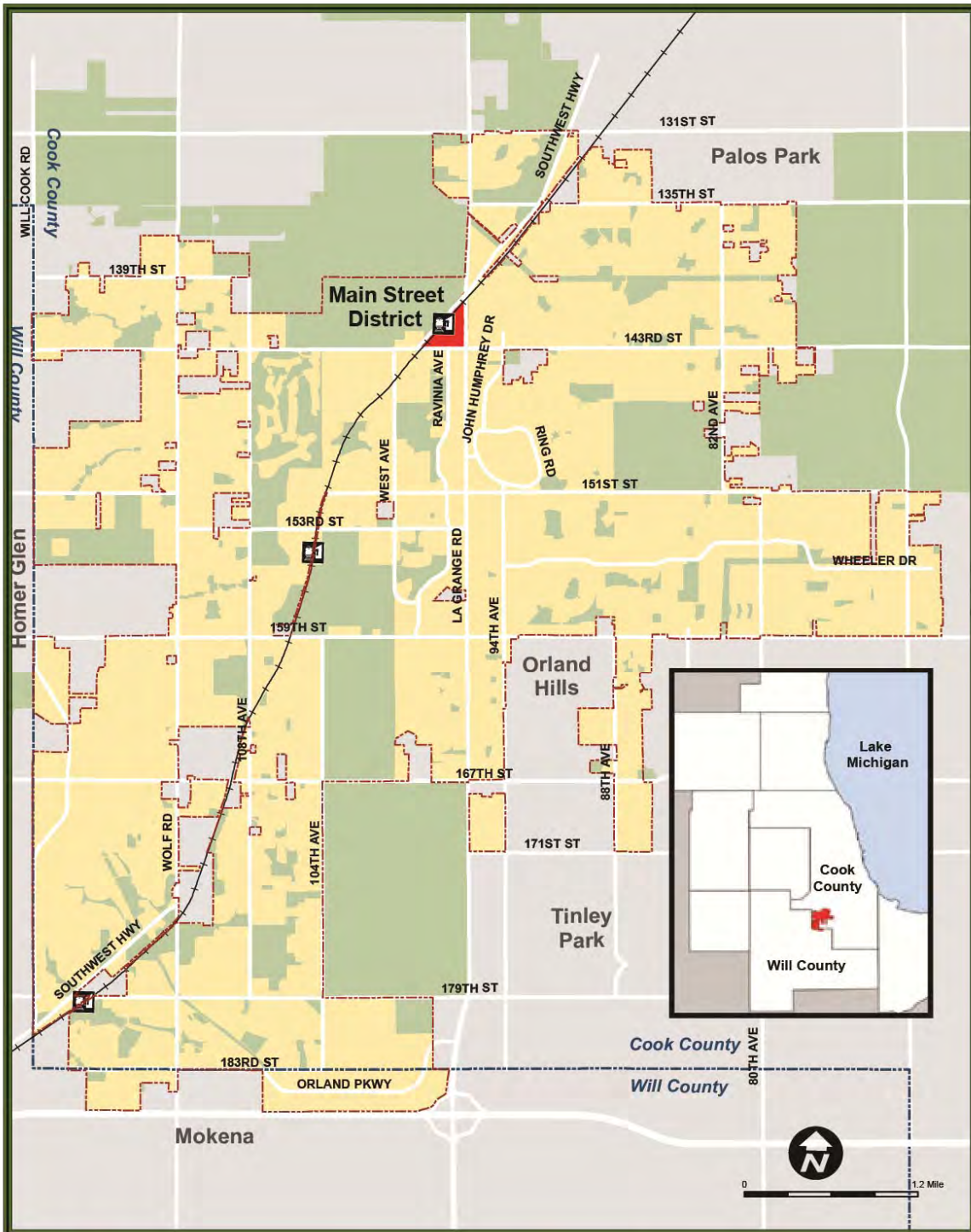
“With good homes, low crime, above average schools and plenty to do, Orland Park combines the vibrancy of the city with the comforts of the suburbs”

Source: Money Magazine, 2008


Surrounded by lush forest preserves and natural areas, Orland Park offers an outstanding quality of life. Residents have a year-round recreation system with hiking and biking trails, wildlife refuges, greenbelts, and many other outdoor recreational opportunities. The school systems have reputations for excellence and innovation. A variety of housing options are available, from entry-level to upscale, in an array of single-family homes, townhomes, condominiums and apartments.

The Village is easily accessible from the Interstate Highway system and is centrally located between I-80 directly to the south, I-57/ I-294 to the east, I-355 to the west, and I-55 to the north. The Metra Southwest rail line links Orland Park with Union Station in Chicago. With 13 stops on this line – with three in Orland Park – yearly ridership is 2.5 million and includes weekend service.

LOCATION MAP



Legend

-  Village Boundary Outline
-  Will/Cook Boundary
-  Village Boundary Fill
-  Main Street District

COMMUNITY HIGHLIGHTS

Our residents enjoy safe, quality neighborhoods, parks and schools, and benefit from a diverse, vibrant retail market that includes a full-service regional mall. For these reasons and more, Orland Park is frequently recognized by local and national organizations as one of the best places to live in America. A sampling of recent accolades and achievements includes:

- DePaul University’s Chaddick Institute: “Commuter Rail Station Development Award” (2014)
- Chicago Magazine: “Best Places to Live” (2013)
- Home Builders Association of Greater Chicago: “Village of the Year” (2013)
- Money Magazine: “Top 100 Best Places to Live” (*numerous years*)

Orland Park also holds the title as the commercial center of Chicago’s south/southwest suburban region, and ranks 5th in retail sales among all suburbs in the metropolitan area – according to Melaniphy & Associate’s “2015 Chicagoland Retail Sales Report”.

Today many of our major arterials– including La Grange Road – exceed 50,000 cars per day (non-holiday peak) and connect Orland Park to a trade area that draws from the Indiana border to the Joliet area.

The table below highlights some of the exceptionally strong characteristics of our Village.

Community Data	
Population	57,266
Median Household Income	\$106,725
Median Home Price	\$314,263
Home Ownership	86.3%
Median Age	44.4 years
College Education	69.9%

Trade Data	
Commercial Square Footage	11 Million
Total Retail Sales (2014)	\$1.9 Billion
Retail Vacancy Rate (2014)	3.8%
Trade Area 3-mile	73,440
Trade Area 5-mile	158,881
Effective Trade Area (ETA)	848,000

DOWNTOWN MAIN STREET DISTRICT

The Village's 27-acre Downtown Main Street District (the "District") is bounded generally by La Grange Road on the east, 143rd Street on the south, and the Metra Southwest Service Line/Southwest Highway on the west and north. The area is located in a TIF District created in 2004 (amended 2007) and is zoned as Village Center District (VCD).

The District is delineated into eight (8) developable parcels – as more fully depicted on page 9 – with the balance of the land improved with public rights-of-way, the Metra commuter station and parking, detention facilities, and public open space. Today, Parcel D is fully built out with the *Ninety7Fifty on the Park* building, and Parcels F and G will soon be developed with a public parking garage and the University of Chicago's medical office building respectively. The remaining parcels – including Parcel C – are vacant. Completed and forthcoming improvements within the District include:

Public Improvements

- Metra Commuter Station with 700+ Parking Spaces
- Pedestrian Overpass at La Grange Road and Southwest Highway
- Water, Sewer, and Regional Detention Facilities
- 142nd Street, Ravinia Avenue, Crescent Park Circle and Main Street Roadways
- Crescent Park and Streetscape Landscaping
- Full Signalized Access from LaGrange Road at 142nd Street
- Full Signalized Access from Ravinia at 143rd Street
- 143rd Street and Southwest Highway Intersection Improvements (Design Phase)
- Jefferson Avenue and "B" Street (to be completed 2016)
- 500+ Space Parking Deck with Ground Floor Commercial (to be completed 2016)

Ninety7Fifty on the Park

Opened in January of 2014, *Ninety7Fifty on the Park* is a high-end, market rate rental property comprised of 295-units, 4,200 square feet of ground floor commercial, internal structured parking, and resort-style amenities including a gym, lounge, and courtyard pool. The project is a public/private partnership, and today the occupancy rates are stabilized at +/- 96%.

**Ninety7Fifty on the Park
"Best Building"
Congress for New Urbanism
Illinois Charter Awards
(2013)**

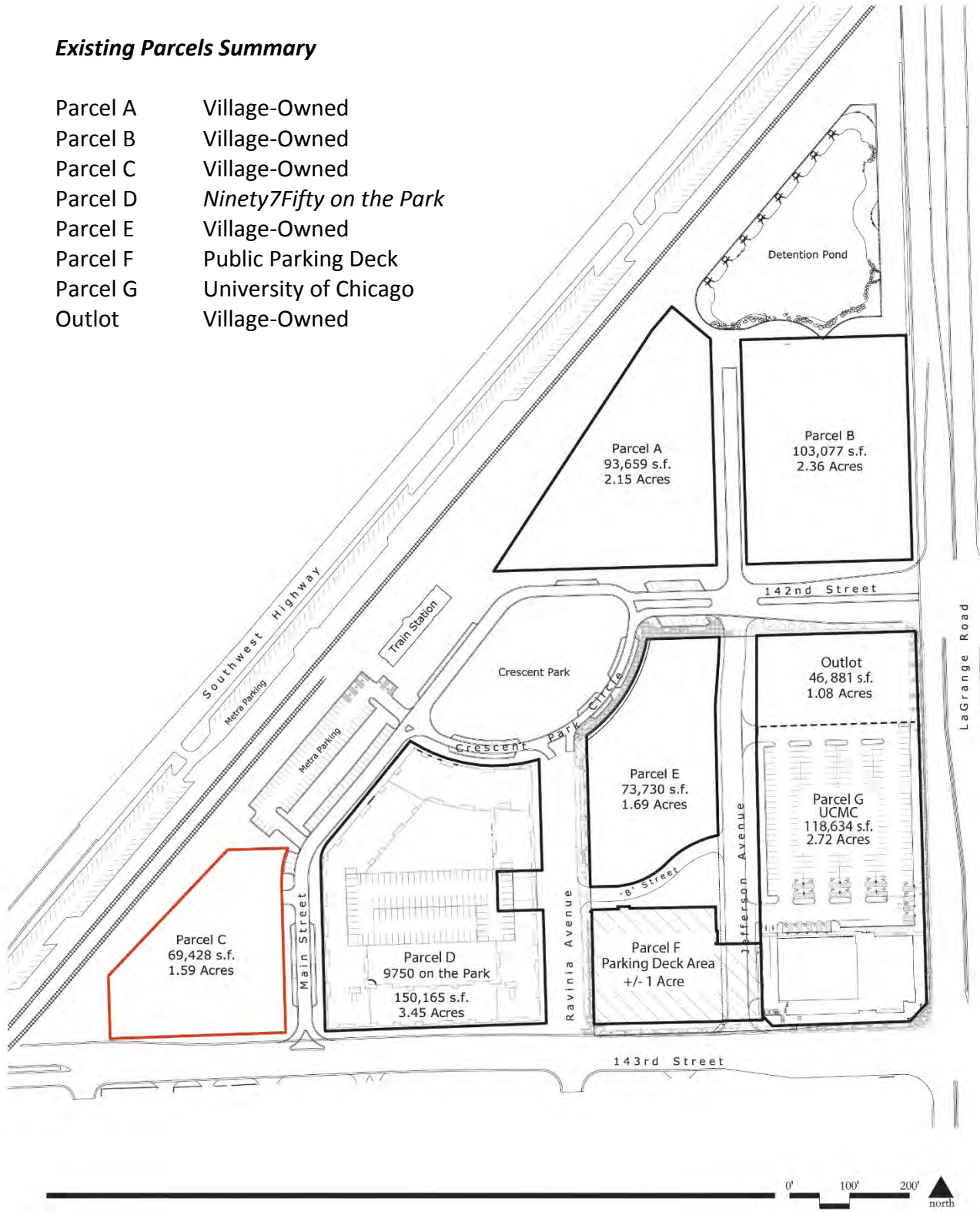
University of Chicago Center for Advanced Care

Approved in 2015, the University of Chicago is currently constructing a 4-story, 110,000 square foot medical office building with a CVS Pharmacy on the first floor. This project is the University's first standalone satellite facility outside of Hyde Park and represents a \$65 million investment within the District. The building is scheduled to open in 2016 and draw over 100,000 visitors annually.

DOWNTOWN MAIN STREET DISTRICT (CONT.)

Existing Parcels Summary

Parcel A	Village-Owned
Parcel B	Village-Owned
Parcel C	Village-Owned
Parcel D	<i>Ninety7Fifty on the Park</i>
Parcel E	Village-Owned
Parcel F	Public Parking Deck
Parcel G	University of Chicago
Outlot	Village-Owned



PARCEL C - SUMMARY

Parcel C is approximately 1.59 acres, irregular in shape, and situated along the north side of 143rd Street, east of the railroad tracks and immediately west of *Ninety7Fifty on the Park*.

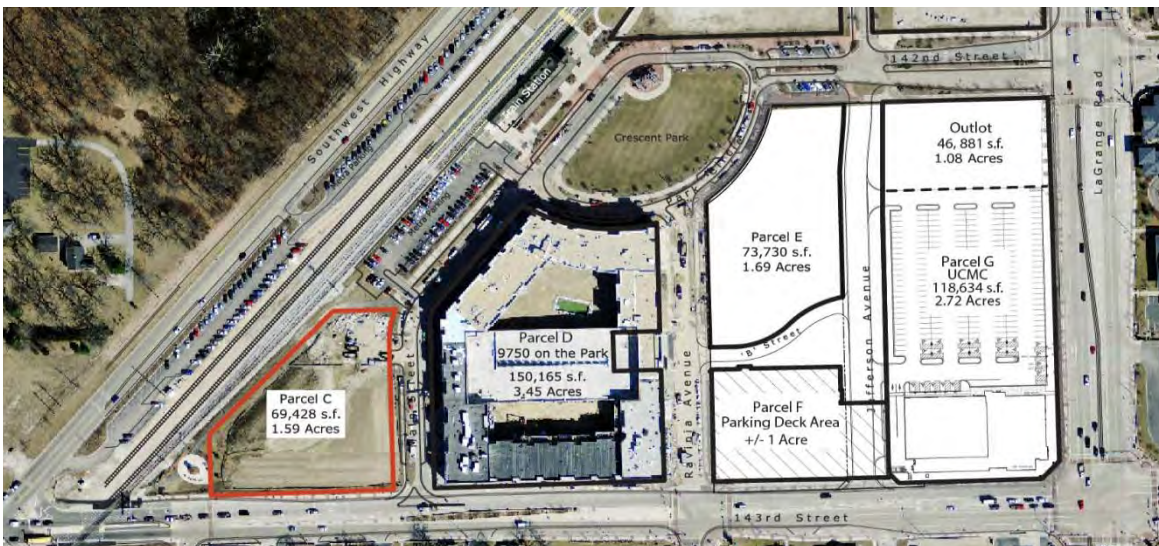
The property is owned by the Village for the purposes of creating a transit-oriented, pedestrian-friendly product for our downtown area. Title to the parcel will be transferred “as is where is” to the selected Developer(s).

At present, the Village’s Land Development Code regulates the property’s intensity of use using the Floor Area Ratio method. The current maximum is listed as 3.0. The final permitted density (units per acre) and project scale shall be based upon the unique qualities of the selected scenario.

Parcel C is part of two (2) dormant Special Service Areas (SSAs) setup to establish cost-sharing of general maintenance and economic activities within the District.

Site and Zoning Highlights

PIN:	27-04-418-026-0000
Area:	69,428 s.f. (1.59 Acres)
Frontage	143 rd Street: 290’ Main Street: 300’
Ownership:	Village of Orland Park
Zoning:	Village Center District
Uses:	Residential Limited Commercial Mixed-Use
Density:	no maximum
Lot Coverage:	75% max
Height:	6-stories, 70’ max



Aerial with Existing and Future Improvements

II. PROJECT SPECIFICATIONS

REQUEST DELINEATION

PROJECT SCOPE

The Village of Orland Park is seeking a qualified Developer (or Developers) to own, design, construct, and market a highly creative development on a Village-owned 1.59-acre parcel – commonly known as Parcel C – set within an active TIF District and located in our community’s transit-oriented Downtown Main Street District.

SUBJECT SITE

Seller:	Village of Orland Park
Main Street District:	Approximately twenty-seven (27) acre area located at the northwest corner of 143rd Street and LaGrange Road in the Village of Orland Park, Illinois that is owned or controlled by the Village for the purpose of promoting mixed-use retail, commercial and residential development. The Main Street District is located in a TIF District that was created in 2004 (amended 2007).
Property:	+/- 1.59-acres commonly known as Parcel C located within the Main Street District and situated along the North side of 143rd Street, West of the existing <i>Ninety7Fifty on the Park</i> project.
Legal Description:	LOT 1 IN MAIN STREET TRIANGLE - PHASE 1 BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 2013 AS DOCUMENT NUMBER 1322519095 IN COOK COUNTY, ILLINOIS. (PIN: 27-04-418-026-0000)
Street Frontages:	143rd Street: 290’ Main Street: 300’
Existing Condition:	Vacant

CODES & SPECIAL REQUIREMENTS

Zoning:	Village Center District (VCD)
Comprehensive Plan Designation:	Downtown Planning District
Building Code (see Attachment):	2012 IBC Building Code with Village Amendments
Allowable Uses (see Attachment):	Residential, Limited Commercial & Mixed-Use
Residential Uses:	Any residential component, if proposed, shall be “for sale” from the outset of the project.

PROPERTY TRANSFER & APPROVALS

Purchase Price:	The Purchase Price shall be determined by appraisals.
Village TIF Incentive:	At the discretion of the Board of Trustees, and based upon the particulars of the final proposal, an incentive may be provided that offsets the final Purchase Price.
Transfer of Title to the Property:	Title to the Property shall be transferred to the Developer “as is where is”, with no environmental warranties, pursuant to a contract which allows no less than sixty (60) days for the Developer to inspect the property.
Letter of Intent:	The selected Developer will negotiate a Letter of Intent (LOI) with the Village which will outline the rights and obligations of the Developer and the Village. This LOI will be presented to the Village Board for approval and will become the basis of the Redevelopment Agreement between the parties.
Municipal Approval:	While formal site plan and design approval will need to be secured by the Developer, the Village of Orland Park, by virtue of entering into a contract for the Project, will acknowledge that it is conceptually supportive of the proposed project as delineated in the LOI.

SUBMISSION REQUIREMENTS

The following is an outline of the submittal requirements with some explanation. Proposals submitted must include all information and documents as requested in this RFP. No oral or electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline 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.**

SUBMISSION FORMAT

The proposal must include the following, at a minimum:

- Cover Letter
- Understanding of RFP
- A concept design of the proposed development with a fully-dimensioned site plan, proposed architectural elevations, parking plan, density, height, etc.
- A summary of any sustainable practices, if any
- Potential users, if the project includes a commercial component
- A detailed project pro forma including land, building and soft costs
- The financial information of the Developer(s)
- Resumes for the individuals responsible for the Project and for the day-to-day implementation
- Information about other relevant projects the developer has completed
- Five (5) References from governmental, financial and industry representatives
- Appropriate forms, certificates, affidavits, and addendum acknowledgements

DELIVERABLES

Proposers must submit the follow:

- One (1) Compact Disc (CD) or USB flash drive with the proposal in PDF format
- Five (5) complete, sealed, signed and attested *bound* copies of the proposal
- One (1) complete, sealed, signed and attested *unbound* copy of the proposal

DEADLINE

Proposals must be submitted no later than 11:00 A.M., local time, on **May 27, 2016**. No consideration will be given to information/ proposals received after the stated date and time.

REVIEW PROCESS

Upon receipt of submissions, the Village will review the proposals and determine a “short list”. To determine the finalists, the Village may call representatives of the applicants for clarifications, information, or additional details.

TENTATIVE TIMETABLE

The following timetable is provided as a tentative schedule. Dates may change depending on any number of variables, such as an extended review timeframe. The Village may adjust the below timetable in order to meet necessary public meeting requirements or timelines.

April 13, 2016	Release RFP
May 4, 2016	Question Deadline (<i>not later than 12:00 noon</i>)
May 27, 2016	Responses Due (<i>not later than 11:00 a.m.</i>)
Week of June 6, 2016	Developer(s) Interviews

EVALUATION CRITERIA

When reviewing submitted Proposals, the Village shall consider the following:

- The creativity and uniqueness of the design presented by the Developer. (25%)
- Evidence from a source acceptable to the Village (i.e., banking or lending institution, or Developer’s own financial statement) that the Developer has the financial resources necessary to complete the project as contemplated. (20%)
- Compliance with the Village’s requirements for this project. (15%)
- The reputation and track-record of the Developer. (15%)
- Development “teams” comprised of groups with diverse experience in mixed-use, residential and commercial developments. (15%)
- Positions of the individuals who will be responsible for working on the Project on a day-to-day basis. (10%)

DEVELOPER SELECTION

Upon selection, the Developer will be required to make a good faith deposit of One Hundred Thousand Dollars (\$100,000). When the Developer has made this deposit, the Village will give the Developer a current ALTA survey of the Property, completed Phase 1 and Phase II environmental reports, title commitments and all other tests and surveys in the possession of the Village.

The Developer shall then have a due diligence period of sixty (60) days. During the due diligence period, the Developer shall determine if the Property is suitable for its intended development at the discretion of the Developer. Also, during the due diligence period, the Developer shall petition the Village for approval of its site plan, landscape plan, zoning and any other approvals as may be needed by the Developer to construct the Project.

Upon the expiration of the due diligence period, the Developer shall either notify the Village in writing whether it has elected to proceed or not to proceed with the Project. If prior to the end of the due diligence period the Developer chooses not to proceed with the Project, the Village shall return one hundred percent (100%) of the Developer's good faith deposit. If the Developer chooses to proceed with the Project, a Redevelopment Agreement that is acceptable to both parties will be negotiated. If upon execution of the Redevelopment Agreement the Developer chooses not to proceed with the Project, the Village shall not refund the good faith deposit.

GENERAL PROVISIONS

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 ninety (90) calendar days after the Village receives and opens them.

Each Proposer is responsible for reading the RFP documents and determining that the Project is described 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, Illinois 60462 or obtained from the Village's website www.orlandpark.org and are made part of this notice as though fully set forth herein.

FORMS

All forms be completed and submitted with the proposal.

INCURRED COSTS

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

III. APPENDICES

PROPOSAL SUMMARY SHEET

RFP #16-017

DOWNTOWN MAIN STREET DISTRICT PARCEL C DEVELOPMENT

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: _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

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 HARASSMENT 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

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence \$5,000,000 – 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, 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.” 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

IV. ATTACHMENTS

CODES & ORDINANCES

SCHEDULE OF PERMITTED USES

Residential Uses

Dwellings, detached

Residential care homes: 1 to 6 residents

Residential care homes: over 6 residents

Residential units above non-residential uses

Commercial Uses

Animal services

Retail, up to 50,000 sq. ft.

Day care centers and day care homes

Dry cleaning and laundry processing stations

Financial institutions

Food concession associated with a primary use

Health clubs, fitness centers and indoor recreational uses, maximum of 50,000 sq. ft.

Nurseries and greenhouses

Offices

Overnight accommodation and extended stay: under 6 units

Overnight accommodation and extended stay: 6 or more units

Personal service establishments

Restaurants, outdoor seating for restaurants, and banquet halls

Theatres, including live theatres and movie theatres

Civic and Institutional Uses

Boarding schools, seminaries and convents

Colleges and universities

Community centers, clubs and lodges

Government uses, including office, recreational, research, public parks, and playgrounds

Museums, civic and cultural centers

Instructional facilities for arts, athletics and vocational training

CODES & ORDINANCES (cont.)

SCHEDULE OF SPECIAL USES

Congregate elderly housing

Dwellings, attached

Parking structures— non-accessory

Drive through facilities (7 car stacking)

Funeral parlors

Retail, in excess of 50,000 sq. ft.

Motor vehicle services

Places of worship, which may include overnight shelter for up to 8 adults

Public and private schools (primary/ elementary, secondary/ high schools)

CURRENT BUILDING CODES

- 2012 IBC Building Code with Village Amendments - Village Code Title 5, Chapter 1
- 2012 International Mechanical Code with Village Amendments - Village Code Title 5, Chapter 6
- 2011 National Electrical Code with Village Amendments - Village Code Title 5, Chapter 3
- 2014 State of Illinois Plumbing Code with Village Amendments - Village Code Title 5, Chapter 4
- 2012 International Fire Code with Village Amendments - Village Code Title 5, Chapter 5
- 2012 International Property Maintenance Code with Village Amendments - Village Code, Title 5, Chapter 7
- 2012 Illinois Energy Conservation Code (IECC)
- 1997 Illinois Accessibility Code
- 2013 ASME A17.1 Safety Code for Elevators and Escalators
- 2013 NFPA 13, 2013 NFPA 72, 2013 NFPA 17A, 2011 NFPA 96