

PROPOSER SUMMARY SHEET

RFP #24-026

2024 Concrete Flatwork and Sidewalk Replacement

Business Name: GLOBE CONSTRUCTION, INC

Street Address: 1781 W ARMITAGE CT

City, State, Zip: ADDISON, IL 60101

Contact Name: PETER MARTIRE

Title: PRESIDENT

Phone: 630-620-0313 Fax: N/A

E-Mail address: GLOBECONSTRUCTIONINC@GMAIL.COM

Price Proposal

GRAND TOTAL PROPOSAL PRICE \$ 1,044,645.00

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: PETER MARTIRE

Signature of Authorized Signee: 

Title: PRESIDENT Date: 3-22-2024

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

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

The undersigned PETER MARTIRE
(Enter Name of Person Making Certification)

as PRESIDENT
(Enter Title of Person Making Certification)

and on behalf of GLOBE CONSTRUCTION, INC.
(Enter Name of Business Organization)

certifies that Proposers is:

1) **A BUSINESS ORGANIZATION:** Yes ☒ No ☐

Federal Employer I.D. #: 36-3127508
(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

ILLINOIS
(State of Incorporation)

2/24/1981
(Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned ☐
Women-Owned ☐
Veteran-Owned ☐
Disabled-Owned ☐

Small Business ☐ (SBA standards)
Prefer not to disclose ☐
Not Applicable ☒

How are you certifying? Certificates Attached ☒ Self-Certifying ☐

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned []
Women-Owned []
Veteran-Owned []
Disabled-Owned []

Small Business [] ([SBA standards](#))
Prefer not to disclose []
Not Applicable ☒

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes ☒ No []

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

4) 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.

5) 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."

6) 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.

7) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

In the manner and to the extent required by law, this RFP 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 <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

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.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) 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: MIDWEST OPERATING ENGINEERS, LOCAL 150;
CEMENT MASONS LOCAL 502 & 11; TEAMSTERS, LOCAL 731, LABORERS UNION

Brief Description of Program:

ALL A&T PROGRAMS ARE DONE THROUGH
RESPECTIVE UNIONS

9) TAX COMPLIANT: Yes ☒ No ☐

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

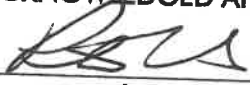
AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate 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 proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this RFP, 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

PETER MARTIRE

Name of Authorized Officer

PRESIDENT

Title

3/22/2024

Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Proposer's Name: GLOBE CONSTRUCTION, INC.
(Enter Name of Business Organization)

1. ORGANIZATION

ADDRESS

PHONE NUMBER

CONTACT PERSON

YEAR OF PROJECT

2. ORGANIZATION

ADDRESS

PHONE NUMBER

CONTACT PERSON

YEAR OF PROJECT

3. ORGANIZATION

ADDRESS

PHONE NUMBER

CONTACT PERSON

YEAR OF PROJECT

PLS. SEE ATTACHED



Globe Construction Inc

1781 W Armitage Court

Addison, Illinois 60101

Phone: (630) 620-0313

Fax: (630) 620-0205

Email: globeconstructioninc@gmail.com

WORK HISTORY REFERENCES

Village of Mount Prospect

1700 W Central Rd
Mt. Prospect, IL 60056

Contact: Donna Brown

Public Works Dept
Ph: 847-870-5640

Completed: 05/09/2023

Amount: \$ 187,897.10

2023 CDBG Sidewalk Program

****Description:** Removal & Replacement of Sidewalks, Curb&Gutter, Driveways, Misc. Concrete

Village Addison

1 Friendship Plaza
Addison, IL 60101

Contact: Tim Tokarz

Public Works Dept
Ph: 630-620-2020

Completed: 10/18/2023

Amount: \$ 568,802.69

2023 Concrete Sidewalk Program

****Description:** Removal & Replacement of Sidewalks, Curb&Gutter, Driveways, Misc. Concrete

Village of South Elgin

1000 Bowes Rd
South Elgin, IL 60177

Contact: Scott Fish

Public Works Dept
Ph: 847-695-2742

Completed: 06/12/2023

Amount: \$ 89,933.00

2023 Sidewalk Program

****Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete

Village of Lombard

1051 S Hammerschmidt Ave
Lombard, IL 60148

Contact: Brendan Huizinga

Public Works Dept
Ph: 630-620-3598

Completed: 09/29/2023

Amount: \$ 318,216.10

FY 2023 Sidewalk & Curb Improvement Program

****Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete

Village of Downers Grove

5101 Walnut Avenue
Downers Grove, IL 60515

Contact: Mathew Stern

Public Works Dept
Ph: 630-434-5463

Completed: 07/05/2023

Amount: \$ 702,268.24

2023 Sidewalk Maintenance

****Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete



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PROJECT DETAILS

Scope of Work

Part I

In 2022, the Village completed a sidewalk condition assessment of all Village owned sidewalks. Deficiencies have been identified as either LOW PRIORITY, MEDIUM PRIORITY, or HIGH PRIORITY. All assessment data such as type of defect, nearest address, GPS coordinates, and panel dimensions have been stored in an online portal. The Village has decided to begin repairs of HIGH PRIORITY sidewalk defects identified as needing full removal and replacement.

The Village will provide the CONTRACTOR with a GIS layer; shapefile, KML file, or file geodatabase, detailing the locations of all sidewalk repairs and dimensions. These repairs will be located within the project area outlined in Exhibit B – Project Location. Additional areas may be added if funds allow. The Village will provide the location with the nearest address that coincides with the site, before pictures, and will pre-mark the defect/ repair to be completed.

This portion of the project has a completion date of November 1, 2024, including restoration.

Part II

The Village will secondarily provide locations in need of concrete and associated asphalt repair and replacement for work throughout the Village including, but not limited to, utility dig restorations, curb or inlet drainage issues, and replacement of failing concrete.

The Village will provide the CONTRACTOR with a GIS layer; shapefile, KML file, or file geodatabase, detailing the locations of all concrete/asphalt repairs and dimensions. These repairs will be located throughout the Village. The Village will provide the location with the nearest address that coincides with the site and will pre-mark the defect/ repair to be completed.

This portion of the project will consist of no more than six (6) and no less than four (4) mobilizations to address the concrete/asphalt repairs needed throughout the Village. The initial mobilization is to address the first list of concrete repairs provided, which will include areas of work performed throughout the Village this past fall and winter. Additional lists will be provided as work accumulates. When an additional list is provided to the CONTRACTOR, it is expected that work will begin within one (1) week of the Village providing it and will complete all aspects unless directed otherwise by the designated Village contact. A final list will be provided by October 1 with all work to be completed by November 1, 2024, including restoration.

The Village has budgeted an amount not to exceed \$1,500,000.00 for this entire project.

Other

The Village will have a designated contact which the CONTRACTOR is responsible to contact should any concerns or discrepancies come up. The contractor shall contact the Village provided contact prior to removal of any concrete where questions arise different from previously marked.

The CONTRACTOR shall provide the Village with photographs of each completed repair with time stamp, uploaded as an attachment to each defect record in ArcGIS Online. The Village will create the feature service in ArcGIS Online and grant the Contractor permission to make edits to the data



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in the field utilizing the ArcGIS Field Maps app. This requirement shall be factored into the unit price.

All work shall be performed in accordance with the latest editions of the following: Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" along with the latest edition of "Supplemental Specifications and Recurring Special Provisions" (collectively the "SSRBC"), the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Standard Specifications for Water and Sewer Main Construction in Illinois."

If the VILLAGE decides to increase or decrease the work, the Contractor will perform the work as altered, increased or decreased, at the Contract unit price.

LOCATION OF WORK AND SPECIFICATIONS:

The Bid Specifications for this RFP #24-026 are attached as *Exhibit A and Exhibit B*.

Exhibit A - Special Provisions provides specific project descriptions and requirements.

Exhibit B - Project Location Map

It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, exceed the proposed amount. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Contractor be entitled to receive more than the proposed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the proposed amount. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the proposed amount agreed to by the Contractor.



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GENERAL TERMS AND CONDITIONS

Assignment

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

Award

Award of the contract is subject to Village Board approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

Proposal Price

The Grand Total Proposal Price shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a Lump Sum Contract Price. The actual number of units used will determine the final cost of the project. The submitted proposal unit prices shall include all permits, insurance, bonds, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Proposal Specifications 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. The Proposal Specifications describe the standards of construction and are not intended to describe a particular manufacturer's product.

Bonds

If the Grand Total Proposal Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.).

The successful Proposer, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to both a Performance Bond, as specified below, and a Labor and Material Payment Bond, as specified below.

Performance Bond

Performance bonds guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors



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Service, Standard & Poor's Corporation, or a similar rating agency.

Labor and Material Payment Bond

Labor and Material Payment Bonds ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

Changes in the Scope of Work

Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village Board of Trustees prior to acceptance of the Change Order.

Compliance with Laws

The 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 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. Proposers 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. Proposers are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Proposers are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality

As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Proposer in response to this RFP will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFPs, where applicable, a Proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.



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Contract

Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Proposer. In order to receive said Notice, the successful Proposer 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) days of notice of award. *Section III* includes a sample standard contract, subject to modifications, that the successful Proposer will be required to enter into with the Village within ten (10) business days of notice of award (hereinafter referred to as the "Contract"). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Equals

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

Guarantees and Warranties

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

Incurred Costs

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

Indemnification

The successful Proposer 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 Proposer, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Proposer, its



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officers, agents and/or employees arising out of , or in performance of any of the Contract provisions, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

Inspections

The Village reserves the right to make any Project inspections at any time.

Insurance

The successful Proposer shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage and endorsements, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section III of this RFP. Proposers must sign and submit with the proposal, the Insurance Requirements in Section III of this RFP, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Proposer. By signing this form, Proposers certify that in the event the Proposer does not already have the required insurance coverages in place, the Proposer has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Proposer within ten (10) days after the date of the Notice of Award of the Contract.

Proposers have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Proposer may incur as a result of obtaining said required coverage's. Proposers also represent that they have taken the insurance requirements into account and at Proposers' sole discretion, has factored this into the proposal prices submitted. The successful Proposer is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount proposal, as a result of any expense the successful Proposer may incur to satisfy the obligations required herein.



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

Payments

Payment terms will be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt of the successful Proposer's dated invoice. For payment, submit invoices electronically to AccountsPayable@orlandpark.org and include the following information:

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

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

Period of Performance

The work to be performed by the successful proposer shall be complete on or before **November 1, 2024**.

Permits

The successful Proposer shall obtain all required permits, licenses, fees, inspections and certifications required of or by the Project. To determine what permits and licenses are required, the successful Proposer shall contact the Village's Department of Development Services at developmentservices@orlandpark.org.

Prevailing Wages

In the manner and to the extent required by law, this Project is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a contractor or any subcontractor of a contractor bound to this agreement who is performing services covered by this Contract. <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>



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Retention

Ten percent (10%) of the amount due will be retained from payments for completed work. When final acceptance is obtained the retention will be released in its entirety. Additional amounts, as determined by the Village's Department Director or designee, may be withheld, until final acceptance is given. The retained amount will be authorized for payment only after all work is accepted as complete and satisfactory by the Infrastructure Maintenance Manager or his designee. It should be noted that 815 ILCS 603/ Contractor Prompt Payment Act does not apply to projects involving the expenditure of public funds (per section 5(b)); therefore, the reduction of retainage does not apply as presented in IL SB1636 August 2019.

Tax Exemption

In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to work being done for this Project, the successful Proposer must complete the Village's Sales Tax Exemption Number Authorization Form. The successful Proposer may email purchasing@orlandpark.org for a copy of this form.



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SAMPLE AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND FOR

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this _____ day of _____, 20____, by and between Village of Orland Park (hereinafter referred to as "VILLAGE") and _____ (hereinafter referred to as "Contractor") to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the _____ (hereinafter referred to as "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. Scope of Work: The Contractor agrees to and shall timely perform and fully complete the "Scope of Work" as set forth in:

- ☐ The Contractor's Proposal/Bid No. _____, and dated _____ 20____; and/or
- ☐ Village of Orland Park ITB/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Proposal ("RFP"), Invitation To Bid ("ITB") and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFP, ITB, and/or Purchase Order shall control.

2. Payment:

- A. Compensation: The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- ☐ the amount(s) set forth on Exhibit A (the "Contractor's Proposal");
- ☐ the amount(s) based upon the Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and

- ☐ a not-to-exceed amount of \$ _____ ("Contract Price")

- ☐ a not-to-exceed Proposal or Bid amount of \$ _____, plus \$ _____ contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$ _____ ("Contract Price")

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$ _____. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or



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unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

- B. Invoices: The Contractor agrees to and shall prepare and submit:
- ☐ an invoice to the Village upon completion of and approval by the Village of the Work; or
 - ☐ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- ☐ 10% retention will be withheld for this project for any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract will be held as retainage. When final acceptance is obtained the remaining 5% retention will be released in its entirety. Any further reduction below 5% in the retention amount prior to the final acceptance by the Village shall be at the sole discretion of the Village Manager and may be granted only if there are no claims or liens against the retained funds and with good cause shown as to why the Village Manager should consider a further reduction in the retention amount held by the Village.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor



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as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.
- A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
- B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
- ☐ Scope of Services as set forth in the Contractor's proposal dated [REDACTED], 20 [REDACTED] and the Village's RFP, ITB, and/or Purchase Order Exhibit A)
 - ☐ Schedule of Fees (Exhibit B)
- In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.



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5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
 - A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than [REDACTED] (hereinafter the "Commencement Date"), and shall be completed no later than [REDACTED] (hereinafter the "Completion Date"), with an option to renew for [REDACTED] additional year(s) at the Village's discretion, barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
 - B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
 - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the



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- resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
- C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
 - E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.
12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.
13. Insurance:
- A. Prior to Commencement of Work:
 - (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 13, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
 - (ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.



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☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. **Insurance Required:** The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) **Commercial General Liability:**

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
 - (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
 - (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
 - (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ☐ **Owners and Contractors Protective Liability (OCP) Policy:** The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)
- (iii) **ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":** \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.



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- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:
 - (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.
 - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).
- (v) ☐ **Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee:** insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis; (Required for a general contractor on a building construction project; applicable if box is checked)
- (vi) ☐ **Environmental Impairment/Pollution Liability Coverage:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
- (vii) **Umbrella Policy:** If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.
- (viii) ☐ **Cyber Liability Coverage:** for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.
- C. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. **All Coverages:**
 - (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) . Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his



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designee.

- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
- ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury



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- or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
 - M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
 - N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
 - O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.
14. Indemnity:
- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
 - B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
 - C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
 - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
 - E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
 - F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. Village Confidential Information:



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- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 15 shall survive any termination of the Contract.
16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:
- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Contractor certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.



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- H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.
19. Equal Employment Opportunity: The Contractor shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Contractor shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively



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referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.

22. Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor's are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
23. Prevailing Wage Act Notice [Check box that applies]:
- ☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
 - ☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.
- This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.
24. ☐ Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An "Illinois laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois



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resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractors's subcontractors.

25. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of two (2) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) ("remedial work") that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.
26. Standard Specifications:
- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
 - B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
 - C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".
27. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,
28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed



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pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
30. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.
31. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
33. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 15 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by



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the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon fifteen (15) days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.

34. **Notices and Communications:** Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

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

To the Contractor:

Name:
Company:
Address:
City, State, Zip:
Telephone:
Facsimile:
e-mail:

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

35. **Illinois Freedom of Information Act:** The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.
36. **Supersede:** The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
37. **Severability:** In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
38. **Facsimile or Digital Signatures:** Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the



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original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

39. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
40. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
41. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

CONTRACTOR: [REDACTED]

VILLAGE OF ORLAND PARK

By: _____

By: _____

Name: [REDACTED]

Name: [REDACTED]

Its [REDACTED] and Authorized Agent

Title: [REDACTED]

ATTEST: _____

EXHIBIT A [ATTACH]

Scope of Work as set forth in Contractor's Proposal dated [REDACTED], 20 [REDACTED]
or Village RFP, ITB, and/or Purchase Order No. [REDACTED] dated [REDACTED], 20 [REDACTED]

EXHIBIT B [ATTACH IF REQUIRED] Schedule of Fees



Unit Price Sheet

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2024 Concrete Flatwork and Sidewalk Replacement

The undersigned, having become familiar with the Documents and Specifications on file in the office of the Owner as designated in the Invitation to Bid, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the 2024 Concrete Flatwork and Sidewalk Replacement contract

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	PCC Sidewalk Removal and Replacement	87,500	SQFT	\$ 10.60	\$ 927,500.00
2	PCC Sidewalk Replacement Only	3,000	SQFT	\$ 8.40	\$ 25,200.00
3	PCC Sidewalk 8 Inch - High Early Strength - Removal and Replacement	100	SQFT	\$ 12.95	\$ 1,295.00
4	PCC Sidewalk 8 Inch - High Early - Replacement Only	100	SQFT	\$ 11.75	\$ 1,175.00
5	Detectable Warnings	500	SQFT	\$ 33.00	\$ 16,500.00
6	PCC Driveway Removal and Replacement - 5"	100	SQFT	\$ 11.75	\$ 1,175.00
7	PCC Driveway Replacement Only - 5"	200	SQFT	\$ 10.75	\$ 2,150.00
8	HMA Driveway Removal and Replacement - 3"	100	SQY	\$ 69.00	\$ 6,900.00
9	HMA Driveway Replacement Only - 3"	200	SQY	\$ 65.00	\$ 13,000.00
10	Class D Patches, Various Types (Removal and Replacement)	50	TON	\$ 99.00	\$ 4,950.00
11	Class D Patches, Various Types (Replacement Only)	300	TON	\$ 90.00	\$ 27,000.00
12	Concrete Curb and Gutter Removal and Replacement	100	FOOT	\$ 62.00	\$ 6,200.00
13	Concrete Curb and Gutter Replacement Only	200	FOOT	\$ 58.00	\$ 11,600.00
				*GRAND TOTAL BID PRICE	\$ 1,044,645.00

*Please enter Total Cost on Bidder Summary Sheet

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

Proposer: Peter Martire

Firm Name: Globe Construction, Inc.

Signed: 

Title: President

Dated: 3/22/2024

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Globe Construction, Inc.

1781 Armitage Court Addison, IL 60101

as Principal, hereinafter called the Principal, and Swiss Re Corporate Solutions Premier Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105

a corporation duly organized under the laws of the State of MO

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Orland Park

14700 S Ravinia Ave Orland Park, IL 60462

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2024 Concrete Flatwork & Sidewalk Replacement - RFP#24-026

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of March, 2024

John Martine
(Witness)

Globe Construction, Inc.

(Principal)

(Seal)

By: [Signature]

PRESIDENT

(Title)

Garrit
(Witness)



Swiss Re Corporate Solutions Premier Insurance Corporation

(Surety)

(Seal)

By: William P. Maher

Attorney-in-Fact William P. Maher

(Title)

Surety Phone No. 847-273-1300

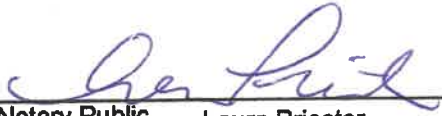
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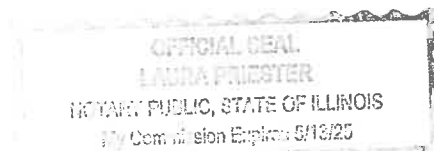
STATE OF Illinois
COUNTY OF Cook

I, Laura Priester Notary Public of Cook County,
in the State of Illinois, do hereby certify that William P. Maher
Attorney-in-Fact, of the Swiss Re Corporate Solutions Premier Insurance Corporation
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Swiss Re Corporate Solutions Premier Insurance Corporation
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine
in said County, this 22nd day of March A.D., 2024


Notary Public Laura Priester

My Commission expires: May 13, 2025



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: **William P. Maher**

Principal: Globe Construction, Inc.

Obligee: Village of Orland Park

Bond Description: 2024 Concrete Flatwork & Sidewalk Replacement - RFP#24-026

Bond Number: Bid Bond

Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

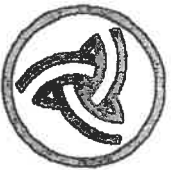


Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of March, 20 24.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC



**Illinois Department
of Transportation**

Certificate of Eligibility

Globe Construction, Inc.

1781 Armitage Court Addison, IL 60101

Contractor No 003A

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

017 CONCRETE CONSTRUCTION

\$4,650,000

\$18,010,000.00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 1/25/2024 TO 1/31/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 1/25/2024.


Engineer of Construction

Questions & Answers - 1

Project 24-026 - 2024 Concrete Flatwork & Sidewalk Replacement
Buying Organization Village of Orland Park

No	Question/Answer	Question Date
Q1	Question: class D patches #10 and 11 Is this work associated with damage done by contractor during the removal of sidewalk or curb? or.. Is it the contractors responsibility to pave areas throughout the village non associated with contractor sidewalk or curb removal and replacement ? but from the village crews removing and repairing utility breaks during the past year? Thank you. Answer: These items are used for addressing a combination of work. Item #10 will be used for associated asphalt removal needed for other concrete removal and replacements while item #11 is more geared towards previously removed asphalt from other work throughout the the Village including but not limited to utility work/ repairs. Asphalt work to be performed is intended to be associated with other concrete work being performed as part of this job.	03/05/2024
Q2	Question: PCC sidewalk location sizes What is the average size of each area of sidewalk to be removed and replaced? meaning the majority? 25, 50, 100...Square feet? Thank you. Answer: There is a wide range of possible sizes of concrete removal and replacement. Sidewalk may be as small as one square (25 sqft.) but may also stretch several squares. There is no average or majority of sizes of sidewalk removal and replacements. Same applies to other concrete replacements including curb and driveways.	03/05/2024
Q3	Question: Tree Protection How is this getting paid for (there are no qty's)? What is expected? Answer: This is not paid separately, but is to be included in the items for which the work is associated. Any work needed to protect the tree (trunks, limbs, and roots) from any construction related damage is what were looking for with this item. For example, a low hanging tree limb may need to be trimmed to prevent interference/ damage when any construction activities take place.	03/12/2024
Q4	Question: Restoration How is this getting paid for (there are no qty's)? There is specs for topsoil, seed & blanket & also for sodding. Sodding is to be installed @ village discretion. How are we to quantify between the two types of restoration? Answer: This item is not paid separately, but is to be included in the items for which the work is associated. Restoration of seed and topsoil or sod is associated with any removal and replacement work or any construction related damage. Any areas of utility work will be restored by the Village. Sod is only to be installed at the Village's discretion so will only be minimally used based on disturbance.	03/12/2024



No	Question/Answer	Question Date
Q5	Question: Material Excavation Is this for elevation changes once the existing sidewalk and or concrete is removed or is this for new walk which would require full depth excavation with replacement of a 4" agg base course prior to installing new walk? Answer: This is intended for use with existing sidewalk that may have elevation change. There is not new sidewalk being installed with this project.	03/12/2024
Q6	Question: Curb Slot Patching How is the curb slot pavement restoration getting paid for? (gap of the roadway to be filled once removal & replacement of curb has been completed) Answer: This would be paid for under the Class D patches item.	03/12/2024
Q7	Question: Traffic Control - Flaggers Are any of these locations on main streets that require flagging operations & arrow boards? (Example: 159th St, 143rd St, Lagrange Ave, 94th Ave) Answer: No work is scheduled on these main streets mentioned. All traffic control and lane closures is to follow IDOT standards for lane closures based on speed limits.	03/12/2024
Q8	Question: QC Testing Is QC testing required by the contractor? Answer: The Village may request core sample's at our discretion.	03/12/2024

Notice

Project Number24-026

Title2024 Concrete Flatwork & Sidewalk Replacement

Basic Information

Reference Number0000344502

Issuing OrganizationVillage of Orland Park

Owner Organization

Project TypeRFP - Request for Proposal (Formal)

Project Number24-026

Title2024 Concrete Flatwork & Sidewalk Replacement

Source IDPU.AG.USA.826972.C14037851

Piggyback SolicitationNo

Details

LocationCook County, Illinois

DescriptionThe Village of Orland Park ("Village") is requesting proposals for the removal and replacement of high priority defects of concrete sidewalk throughout the Village; as well as concrete and associated asphalt repair and replacement for work throughout the Village including, but not limited to, utility dig restorations, curb or inlet drainage issues, and replacement of failing concrete. ("Project").

Dates

Publication03/05/2024 09:00 AM EST

Bid IntentNot Available

Question Acceptance Deadline03/14/2024 01:00 PM EDT

Questions are submitted onlineYes

Closing Date03/22/2024 12:00 PM EDT

Contact Information

Michelle Heslin

mheslin@orlandpark.org

Buyer Preferences, Guidelines & Requirements

- General Requirements
- Contractors License Required

- Insurance Required

- Prevailing Wage Required

Bonding Requirements

- Bid Bond10.00 %

- Performance Bond100.00 %

- Payment Bond100.00 %

Bid Submission Process

Bid Submission TypeElectronic or Physical Bid Submission

PricingLump sum

PricingLump sum

Bid Documents List			
Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	No	No

Additional Bidding Instructions

In order to receive notification of any Addenda, please "FOLLOW" the solicitation on BidNet Direct to ensure that you receive notification of any addenda that may be issued.

Addendums

Addendums

Date

Addendum No. 1

03/13/2024 01:34 PM EDT

Categories

Selected Categories

NIGP Categories (2)

913	CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)
91382	Maintenance and Repair, Sidewalk and Driveway (Including Removal) Maintenance and Repair, Sidewalk and Driveway (Including Removal)
91347	Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps) Construction, Sidewalk and Driveway (Includes Pedestrian and Handicap Ramps)

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Documents

Addendum No. 1

Document	Size	Uploaded Date	Language
Q&A Document 1.pdf [pdf]	4 Kb	03/13/2024 01:34 PM EDT	English

Original Project

Document	Size	Uploaded Date	Language
RFP 24-026 - 2024 Concrete Flatwork & Sidewalk Replacement [pdf]	183 Kb	02/29/2024 12:05 PM EST	English
RFP 24-026 - Exhibit A - Special Provisions [pdf]	94 Kb	02/29/2024 12:05 PM EST	English
RFP 24-026 - Exhibit B - Project Location Map [pdf]	1 Mb	02/29/2024 12:05 PM EST	English
RFP 24-026 - Insurance Requirements [pdf]	212 Kb	02/29/2024 12:05 PM EST	English
RFP 24-026 - Required Submission Documents [pdf]	102 Kb	02/29/2024 12:05 PM EST	English
RFP 24-026 - Scope of Work [pdf]	71 Kb	02/29/2024 12:05 PM EST	English
RFP 24-026 - Terms_Conditions_Sample Agreement [pdf]	461 Kb	02/29/2024 12:05 PM EST	English
RFP 24-026 - Unit Price Sheet [xls]	46 Kb	03/04/2024 05:53 PM EST	English

Document Request List

Plan Holders List

Organization Name	Main Contact	Download Date	City	Province/State
Chicagoland	Bo Kim	03/18/2024 08:56 AM EDT	Peoria	Illinois
Morris House Holding	courtney morris	03/15/2024 03:14 PM EDT	saint louis	Missouri
DataBid	Kristan Nalley	03/11/2024 02:00 PM EDT	Newtown	Pennsylvania
Globe Construction Inc.	Peter Martire	03/11/2024 11:45 AM EDT	Addison	Illinois
H & S HOME CONTRACTORS, INC.	Al hussein Al saadi	03/08/2024 05:11 PM EST	Lombard	Illinois
M&J Underground Inc.	Aaron Noonan	03/08/2024 03:26 PM EST	Monee	Illinois
Scanlon Excavating and Concrete	Marla Kinkade	03/07/2024 12:42 PM EST	Kankakee	Illinois
Everlast Blacktop	DON SODERQUIST	03/07/2024 08:12 AM EST	Elgin	Illinois
MCGILL CONSTRUCTION CO	DWAYNE MCGILL	03/07/2024 05:03 AM EST	FRANKFORT	Illinois
Benton Plumbing	Thomas Benton	03/06/2024 04:05 PM EST	Atlanta	Georgia
j & j newell concrete contractors inc	victoria newell	03/06/2024 10:04 AM EST	crete	Illinois
Davis Concrete Construction Company	Chaz Davis	03/06/2024 08:58 AM EST	Monee	Illinois
Construction Journal	Construction Journal	03/06/2024 01:25 AM EST	Stuart	Florida
North America Procurement Council, Inc. PBC	Tim Loncarich	03/05/2024 11:12 AM EST	Grand Junction	Colorado
ePlan	ePlan Reporter	03/05/2024 10:17 AM EST	Columbia	Missouri
strada construction	strada co	03/05/2024 09:34 AM EST	addison	Illinois
M & J Asphalt Paving Company, Inc.	Michael Denault	03/05/2024 09:15 AM EST	Cicero	Illinois

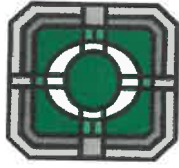
Audit

Status History

Solicitation Status	Date
Waiting for Publication	03/04/2024 05:54 PM EST
Publication	03/05/2024 09:00 AM EST
Addendum No. 1	03/13/2024 01:34 PM EDT



Thank you for your interest in the Village of Orland Park. Please be sure to review and comply with all specifications and requirements listed in the provided documents. Failure to comply with the stated requirements may deem your submittal non-responsive. Please be sure to "Follow" a solicitation to ensure notification of all subsequent related correspondence issued (addenda, clarifications, etc).



ORLAND PARK

REQUEST FOR PROPOSALS #24-026

2024 Concrete Flatwork & Sidewalk Replacement

ISSUED

March 5, 2024

SUBMISSION DEADLINE

March 22, 2024
11:00 A.M.

Office of the Village Clerk
2ND Floor
14700 S. Ravinia Ave.
Orland Park, IL 60462

TABLE OF CONTENTS

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● Overview	4
● Project Details	5
● Submission Requirements.....	5
● Evaluation of Proposals.....	8
● Submittal Checklist	9

II. ATTACHMENTS

● Scope of Work	under separate cover
● Local Vendor Purchasing Policy	under separate cover
● General Terms and Conditions	under separate cover
● Sample Agreement	under separate cover
● Exhibit A - Special Provisions	under separate cover
● Exhibit B - Project Location Map	under separate cover

III. REQUIRED BID SUBMISSION DOCUMENTS

● Proposal Summary Sheet	under separate cover
● Certificate of Compliance	under separate cover
● References	under separate cover
● Insurance Requirements	under separate cover
● Unit Price Sheet	Under Separate Cover

SECTION I – INSTRUCTIONS TO PROPOSERS



ORLAND PARK

RFP #24-026

2024 Concrete Flatwork & Sidewalk Replacement

OVERVIEW

The Village of Orland Park ("Village") is requesting proposals for the removal and replacement of high priority defects of concrete sidewalk throughout the Village; as well as concrete and associated asphalt repair and replacement for work throughout the Village including, but not limited to, utility dig restorations, curb or inlet drainage issues, and replacement of failing concrete. ("Project").

SUBMISSION DEADLINE

Proposals must be submitted not later than 11:00 a.m, local time, on March 22, 2024. No consideration will be given to proposals received after the stated date and time. Proposals submitted must include all information and documents as requested in this Request for Proposals. No oral or electronic proposals 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.

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

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

QUESTION INFORMATION

All questions related to this proposal must be submitted online through [BidNet Direct](#), no later than 12:00 p.m. local time on March 14, 2024. No oral comments will be made to any Proposer as to the meaning of the proposal documents. Any and all questions will be answered through [BidNet Direct](#) in an addendum after the question period closes. This policy affords all parties submitting proposals the same information.

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFP in the form of an Addendum to be posted on the Village's page on BidNet Direct. Answers to questions will not be mailed to potential proposers.

In order to receive notification of any Addenda, please "FOLLOW" the solicitation on [BidNet Direct](#) to ensure that you receive notification of any addenda that may be issued.

Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the [BidNet Direct](#) 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.

PRE-PROPOSAL MEETING

There is no pre-proposal meeting for this project.

RFP #24-026



ORLAND PARK

RFP #24-026

2024 Concrete Flatwork & Sidewalk Replacement

PROJECT DETAILS

Scope of Work

The Scope of Work for this RFP #24-026 is attached under separate cover.

SUBMISSION REQUIREMENTS

Bond

Each proposal must be accompanied by a proposal deposit, as earnest money, in the form of a bid bond, a certified check or cashier's check, drawn on a responsible bank, made payable to the *Village of Orland Park* for ten percent (10%) of the total amount of the proposal price. After Contract award, the Village will return deposits to unsuccessful Proposers. Bid Bond is Applicable.

Other

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

After proposals have been opened, no Proposer shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a 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, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

Technical Proposal

In addition to the required forms in *Section III* of this RFP, Proposers must include the information requested as part of the Project Details of this RFP (the "Technical Proposal") with their submittal.

Each proposal submitted to the Village of Orland Park shall include, without limitation, the following information in narrative and/or outline form:

Experience: Describe the experience of the company and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

Operating History: Provide background information on your company that will permit the Village to determine the capability of the vendor to meet all contractual requirements.

Qualifications: List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.



ORLAND PARK

RFP #24-026

2024 Concrete Flatwork & Sidewalk Replacement

Proposed Fee: The submitted proposal shall include a scope of work pricing sheet (pricing guide). These prices shall include all permits, insurance, goods/materials, equipment, plant/laboratory facilities, work, transportation, documentation and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Required Forms

Proposers shall provide all the information requested in *Section III* of this RFP.

1. *Proposal Summary Sheet* – The Proposal Summary Sheet must be completed, signed and submitted with the proposal. Prices must include all permits, insurance, equipment, work and expense necessary to provide the Project. The submitted price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Proposal Summary Sheet is attached under separate cover.
2. *Certificate of Compliance* – The Certificate of Compliance must be completed, signed, and submitted with the proposal. The Certificate of Compliance is attached under separate cover.
3. *References* – The References form must be completed and submitted with the proposal. Proposers shall provide three (3) references for which they have performed similar work. By providing this information, Proposers grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Proposer's references to further evaluate Proposer responsibility. The References form is attached under separate cover.
4. *Insurance Requirements* – The Insurance Requirements must be completed, signed and submitted with the proposal. Proposers may submit with the proposal a current policy Certificate of Insurance showing the insurance coverages the proposer currently has in force. Insurance Requirements is attached under separate cover.
5. *Unit Pricing* – The unit price sheet is Under Separate Cover.

Submission

Proposers may submit three (3) complete, sealed and signed hardcopies. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the proposal. Proposers must submit all proposals in a sealed envelope labeled **RFP #24-026 2024 Concrete Flatwork & Sidewalk Replacement** in the lower left-hand corner. All sealed proposals must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

Or

Proposers may choose to submit one (1) copy electronically through [BidNet Direct](#).



ORLAND PARK

RFP #24-026

2024 Concrete Flatwork & Sidewalk Replacement

Either form of submissions must be received no later than 11:00 a.m., local time, on March 22, 2024. No consideration will be given to proposals received after the stated date and time. The proposal shall include all requested information, forms, certifications and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Withdrawal of Proposals

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 at minimum sixty (60) calendar days after the Village opens them.



ORLAND PARK

RFP #24-026

2024 Concrete Flatwork & Sidewalk Replacement

EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, and additional factors deemed relevant.

The Village of Orland Park retains the right to accept any proposal, any part or parts thereof or reject all proposals. The Village reserves the right to waive minor informalities or irregularities in the proposals received, to accept any proposal deemed advantageous to the Village. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work in conformity with the Proposal and Contract documents, and the Proposer shall furnish to the Village all such information and data for this purpose as the Village may request.



ORLAND PARK

RFP #24-026

2024 Concrete Flatwork & Sidewalk Replacement

SUBMITTAL CHECKLIST

In order to be responsive, each Proposer must submit the following items by 11:00 A.M. March 22, 2024:

1. A Technical Proposal as described in this RFP.
2. Bid Bond for ten percent (10%) of the bid price. Include the original document in the unbound bid copy. Bid Bond is Applicable.
3. Signed and completed Required Forms from *Section III*:
 - a. Proposer Summary Sheet
 - b. Certificate of Compliance
 - c. Three (3) References
 - d. Insurance Requirements Form and policy specimen Certificate of Insurance
 - e. Unit Price Sheet – Under Separate Cover
4. Proposers may submit three (3) complete, sealed and signed hardcopies. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the proposal. Proposers must submit all proposals in a sealed envelope labeled RFP # 24-026, 2024 Concrete Flatwork & Sidewalk Replacement in the lower left-hand corner. All sealed proposals must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

Or

Proposers may choose to submit one (1) copy electronically through [BidNet Direct](#).

Please contact BidNet Direct at 800-835-4603 if you experience trouble with your submission.

RFP #24-026
2024 Concrete Flatwork and Sidewalk Replacement

**EXHIBIT A
SPECIAL PROVISIONS**

TECHNICAL SPECIFICATIONS

The Contractor shall complete the work in accordance with the Standard Specifications (as supplemented by the following technical specifications), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the work. Where there is a conflict between these Technical Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

The Contractor shall prune vegetation that interferes with construction (e.g. tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications, and in accordance with the codes and policies of each municipality. Cost of pruning is incidental to the contract. The Contractor shall not remove or prune existing trees without prior approval of the Public Improvement Technician II (or his/her designee).

When removing sidewalk or other materials, the use of any type of breaker that might damage underground public utilities will not be permitted. Under no circumstances will the use of a frost ball be permitted.

The Contractor shall exercise caution to preserve public safety during the course of the work and shall pick up all loose forming nails each day.

The Contractor shall insure adequate drainage whenever possible during construction of a new sidewalk.

The Contractor shall remove any tree root(s) that may hamper the construction of new sidewalks. Removal shall be to a depth of at least six (6) inches and not more than twelve (12) inches below the bottom of the sidewalk. **Tree roots shall be removed by cutting in a manner approved by the Public Improvement Technician II.**

The Contractor shall replace material removed as a result of setting forms.

All protective measures including plastic sheeting, straw, curing compound, protective coat,

as required by the standard specification or in the judgment of the engineer shall be provided by the Contractor as incidental to the contract.

The Contractor shall notify residents prior to beginning work so that cars can be removed from driveways. Work must be planned to minimize the time driveways are out of service. Work shall be scheduled so that sidewalk running through drives pulled on the first working day are formed and poured on the second working day. Beyond this two (2) day time, it shall be the Contractor's responsibility to provide at their own expense temporary aggregate for access to the driveway. No sidewalks in front of drives shall be pulled on Fridays.

Site Conduct:

In order to maintain a high-quality jobsite, the contractor is required to have the supervision necessary to train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with the below site conduct requirements. Contractor acknowledges that the Village does not undertake any duty toward Contractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with the conduct requirements, but Contractor agrees to abide by any reasonable recommendations made by the Village or its representatives with respect to conduct. Contractor and all of its employees should conduct themselves in a professional and ethical manner at all times on job sites including, but not limited to, when dealing with residents. The Village will have the authority to request removal of any individuals exhibiting poor conduct.

PROTECTION OF WORK

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility. Driveways shall be kept barricaded for a minimum of four (4) days after placement of concrete.

TREE PROTECTION

The Contractor is responsible for tree protection during all work. This includes the protection of tree limbs, tree trunks and critical root zones. Tree limbs, tree trunks and critical root zones shall be protected during all construction activity.

RESTORATION

Restoration includes all landscape and any damage due to negligence of the Contractor
RFP #24-026

or deemed unnecessary by the Village will be restored at no additional cost to the Village. Any damage to irrigation lines shall be the responsibility of the Contractor to repair as part of restoration at no additional cost to the Village. Restoration must be completed to the satisfaction of the Public Improvement Technician II (or his/her designee). The Public Improvement Technician II (or his/her designee) may request restoration not satisfactorily completed to be removed and replaced at no additional cost to the Village.

All restored areas shall be saw-cut to provide a neat vertical face between the existing surface and the work performed.

All areas adjacent to work areas must be restored to their previous state. All sidewalks and driveways must be cleaned of any construction debris including but not limited to remaining slurry from sawcutting operations. In addition, any driveway damaged during sawcutting shall be filled with epoxy.

Concrete restoration shall meet the Specifications as listed herein.

Any signs that need to temporarily be removed/replaced and/or relocated shall be done by the contractor.

Landscape restoration shall consist of four (4) inches of topsoil, seed, and blanket unless otherwise directed by the Village.

All barrels and barricades are to be removed within 5 days of the completion of restoration. Notify the Village contact of any Village owned barrels or barricades on site immediately following restoration.

SEEDING, CLASS 1A (with TOPSOIL)

Description: This work shall conform to Section 250 of the Standard Specifications. The seeded areas may be used to transition the elevation difference between the existing ground and the new concrete.

Materials: Seed mixture shall be Class 1, Lawn Mixture 7, as specified in Article 250.07.

Construction Requirements: Within five days of new concrete placement, the adjacent disturbed topsoil areas shall be backfilled with topsoil flush with the top of the concrete. Immediately following topsoil placement, the Contractor shall install the SEEDING and EROSION CONTROL BLANKET. Any watering required to ensure growth shall be included.

SODDING (with TOPSOIL)

Sod is only to be installed at the Village's discretion. Within five days of new concrete

RFP #24-026

placement, the adjacent disturbed areas shall be backfilled with topsoil flush with the top of the concrete (unless adjacent to a paved area). The backfilled areas will not be prepared for sod until sod placement is planned within 5 days. Any watering required to ensure growth shall be included.

CONCRETE CURING

As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 and Section 1020.13 of the Standard Specifications shall be applied to all finished concrete surfaces. The membrane curing compound shall be white pigmented, no clear curing compound will be allowed. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

MOBILIZATION

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

Basis of Payment: Mobilization will not be paid for separately, but will be included in the items for which this work applies.

RESIDENT AND BUSINESS NOTIFICATION

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Village) that will provide advance notice to these residences of the operations the Contractor will undertake. Affected residences will include any residence directly impacted by construction operations on each of the blocks on which the Contractor will provide services. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its operations on their block.

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths where work is scheduled to be completed. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. concrete installation, pavement patching, etc), the dates it is planned for, and "no parking" (if applicable).

Residents and businesses shall be notified in writing 48 hours in advance of any work adjacent to their driveway that will prohibit access. The notification form shall include an alternate date in case of rain and/or other cancellations and must include Contractor's contact person(s) and phone number for additional information. In addition, contractor shall notify resident or business owner verbally on the day of any driveway closure.

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

PEDESTRIAN SIDEWALK CONTROL

The Contractor shall install, maintain, and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction in accordance with IDOT Traffic Control Standard Case 701801.

All barricades shall meet the above IDOT standard 70180. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5")

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 424 and 440. The work shall include complete removal and replacement of those areas which have been identified in the GIS layer, shapefile, or KML file provided for removal and replacement. The Contractor shall notify the Village forty-eight (48) hours in advance of scheduled time and place he intends to work. The Contractor shall be granted access to the Village of Orland Park Sidewalk Evaluation Platform to take and upload photos of the completed sidewalk upon completion.

The Contractor shall sawcut a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. One square of sidewalk may be expected to be removed. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Improvement Technician II (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Improvement Technician II (or his/her designee).

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway.

Appropriate dust control measures should be used during all sawcutting operations.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications.

When a water service buffalo-box is within the footprint of the sidewalk slab, it is the Contractor's responsibility to not encase the buffalo-box in concrete. When buffalo-boxes are encountered, the Contractor shall notify the Village, and a sleeve will be provided for each location encountered. Upon inspection, if buffalo-boxes are found encased in new concrete, sidewalk slabs shall be removed and replaced and a buffalo-box sleeve installed (provided by the Village).

For all locations of detectable warnings, if side curb is needed due to the change in elevation of adjacent earth to sidewalk, side curb will be included in the payment of the square footage of the sidewalk slabs. The Public Improvement Tech II (or his/her designee) shall determine the placement of such side curb.

For all locations at crosswalks, ADA compliance is necessary.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be fifty (50) feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

The thickness of the new sidewalk shall be a minimum of five (5) inches or equal to the thickness of the existing sidewalk whichever is greater.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so the maximum cross-slope is two percent (2%), except as may be otherwise directed by the Public Improvement Tech II (or his/her designee).

Sidewalks immediately adjacent to concrete pavement or concrete curb shall be doveled into the existing pavement or curb at a minimum of twenty-four (24) inches o.c. Reinforcement and dowels shall be incidental to the cost of the pay item.

This item shall include saw-cutting, removal and disposal of existing concrete sidewalk; site preparation; installation of new concrete sidewalks, including providing, pouring, consolidating, finishing, curing, applying protective coat, and protecting the P.C.C. sidewalk; contraction and expansion joints; reinforcing bars; locating, potholing, exposing, and protection of existing utilities; and landscape restoration of adjacent areas.

When sidewalks are closed to pedestrians a minimum of two barricades (one on either side of the work zone) shall be used.

Basis of Payment: This work will be paid for at the contract unit price per square foot for RFP #24-026

P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"), which price shall be payment in full for removal, disposal, and full installation of new concrete sidewalks.

PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH- HIGH EARLY STRENGTH

Description: This work shall generally conform to Section 424 of the Standard Specifications, with the exception that the Portland cement concrete shall be high early strength mix for use through driveways as indicated by Public Improvement Tech II. The intention of using high early strength concrete is to facilitate the reestablishment of driveway access as soon as possible. Note that some sidewalk locations may require construction of the sidewalk in two stages to allow uninterrupted driveway access, if possible.

Method of Measure: PORTLAND CEMENT CONCRETE SIDEWALK 8-INCH-HIGH EARLY STRENGTH shall be measured for payment in place and the area computed in SQUARE FEET.

Basis of Payment: This work will be paid for at the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK 8-INCH-HIGH EARLY STRENGTH.

DETECTABLE WARNINGS

Description: This work shall conform to Section 424 of the Standard Specifications, with the following restriction.

Materials: Detectable warnings shall be a prefabricated system. The color shall be brick red unless otherwise specified. Typically, one (1) 24"x48" prefabricated pad shall be centered across the sidewalk. Two (2) mechanically joined 24"x24" pads may be substituted if the larger size is not readily available from the manufacturer. Where applicable, a curved/radial detectable warning plate(s) shall be used if available from the manufacturer. The following products are approved for use under this contract:

Duralast® Detectable Warnings- Powder Coated Brick Red
East Jordan Iron Works
P.O. Box 439
East Jordan, MI 49727
Tel 800-874-4100
Fax 213-536-4458
www.ejiw.com

TuftTile® Wet-Set Cast Iron or Galvanized Steel Detectable Warnings
Powder Coated Brick Red (FED 22144)
1200 Flex Court
Lake Zurich IL 60047
RFP #24-026

Tel 888-960-8897 Sales & Support
www.tufile.com

Method of Measure: DETECTABLE WARNINGS shall be measured for payment in place and the area computed in SQUARE FEET.

Basis of Payment: This work will be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS.

P.C.C. DRIVEWAY REMOVAL & REPLACEMENT - 5"

Description: This work shall conform to Section 423 of the Standard Specifications with the following exceptions: The work shall include the removal and construction of Portland cement concrete driveway pavement. Per Orland Park Land Development Code Section 6-406, the concrete driveway shall have a minimum concrete thickness of five (5) inches with six inch by six inch (6"x6") welded wire fabric or fiber mesh concrete additive and a granular bedding base of two inches. NOTE: driveways serving commercial establishments or multi-family developments that experience heavy vehicle loading shall be eight (8) inches thick.

Construction Requirements: In areas where concrete curb or walk are removed and the Public Improvement Tech II has determined that the adjacent driveway requires replacement, the Contractor will saw-cut full depth, remove, repair stone base, and replace the specified sections of driveway. The Contractor will ensure complete separation between the public curb or sidewalk and the proposed driveway pavement via an expansion joint. Replacement driveway pavement shall be constructed within three working days following replacement of the new curb or sidewalk to avoid lengthy driveway closures.

Method of Measure: P.C.C. DRIVEWAY REMOVAL & REPLACEMENT - 5" shall be measured for payment in place and the area computed in SQUARE FEET. Saw-cutting, concrete removal, and any required base repair will not be measured for payment and shall be considered incidental in the item unit price.

Basis of Payment: This work will be paid for at the contract unit price per SQUARE FOOT for P.C.C. DRIVEWAY REMOVAL & REPLACEMENT - 5".

HMA DRIVEWAY REMOVAL & REPLACEMENT - 3"

Description: This work shall include the removal and construction of Hot Mix Asphalt driveway pavement. The asphalt driveway shall have a minimum thickness of three (3) inches with a compacted six (6) inch stone base.

Construction Requirements: In areas where concrete curb or walk are to be removed, and the Public Improvement Tech II has determined that the adjacent driveway requires
RFP #24-026

replacement, the Contractor will saw-cut full depth, remove pavement, repair the base if required, and replace the asphalt of the specified sections of driveway. The thickness of the compacted asphalt shall be the greater of 3" or matching of the existing driveway thickness. Driveway pavement shall be constructed no more than five working days following placement of the new curb or sidewalk to avoid lengthy driveway closure.

Method of Measure: HMA DRIVEWAY REMOVAL & REPLACEMENT - 3" shall be measured for payment in place and the area computed in SQUARE YARDS. Saw-cutting, pavement removal, and any required base repair will not be measured for payment and shall be considered incidental to the contract unit price.

Basis of Payment: This work will be paid for at the contract unit price per SQUARE YARD for HMA DRIVEWAY REMOVAL & REPLACEMENT - 3".

MATERIAL EXCAVATION

This work shall consist of the excavation, transportation, and disposal of excavated material as specified in Section 202 of the Standard Specifications. Work will be performed at various locations throughout the project areas as determined by the Village in preparation of PCC sidewalk, PCC curb & gutter and/or gutter, HMA pavement repairs.

The contractor shall be responsible for the legal disposal of all excavated material. No material is to be disposed of in any Village owned yards. The contractor is also responsible for all associated disposal costs. These costs shall include but are not limited to any required testing, lab analysis, certification by a licensed professional, and state and local tipping fees associated with meeting the requirements of Public Act 96-1416.

All material excavated during the progress of the work shall be immediately loaded, hauled away, and legally disposed of, and shall not be stored in the street or parkway area.

Basis of Payment: Material Excavation will not be paid for separately, but will be included in the items for which this work applies.

WASHOUT BASIN

Description: This work shall consist of constructing, maintaining and removing a temporary concrete truck washout basin(s) as specified. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the Standard Specifications.

The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the RFP #24-026

designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as storm drain inlets, open drainage facilities, water bodies, and/ or wetlands. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete.

Design: The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. As shown in the details, washout basin shall be constructed of straw bales or a wood frame, and polyethylene sheeting. Straw bales or wood frames shall be used to create a berm, then lined with a single sheet of 30 mil polyethylene sheeting which is free of holes, tears or other defects which may compromise the impermeability of the material. Sheeting shall extend over the entire basin and berm.

Maintenance: The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

If a rain or snow event is forecasted, a non-collapsing, non-water collecting cover shall be placed over the washout facility and secured to prevent accumulation and overflow of precipitation.

Basis of Payment: Washout Basins will not be paid for separately, but will be included in the items for which this work applies.

CLASS D PATCHES, VARIOUS TYPES (Removal and Replacement)

Description: This work shall conform to Section 442 of the Standard Specifications. Patches will vary in size from Type I through Type IV. The size and location of the patches will be determined by the Village based on associated concrete work performed.

Construction Requirements: All CLASS D PATCHES will be saw-cut the full depth of the existing asphalt prior to removal. Patches will be removed by methods that do not damage the adjacent pavement to remain in place. Depth of patches shall typically be between three (3) inches and five (5) inches and shall match the depth of the existing asphalt unless otherwise directed by the Engineer. Patches deeper than three (3) inches shall will be paved

RFP #24-026

in two lifts.

Method of Measurement: Regardless of the Type (size), CLASS D PATCHES, VARIOUS TYPES (Removal and Replacment) will be measured for payment in TONS as specified for Hot-Mix Asphalt in Section 406.13 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per TON for CLASS D PATCHES, VARIOUS TYPES.

CLASS D PATCHES, VARIOUS TYPES (Replacement only)

Description: This work shall conform to Section 442 of the Standard Specifications. Patches will vary in size from Type I through Type IV. The size and location of the patches will be determined by the Village based on associated concrete work performed.

Construction Requirements: Existing asphalt will be removed by the Village. The Contractor may need to remove any excess backfill installed for temporary measures prior to asphalt placement. Depth of patches shall typically be between three (3) inches and five (5) inches and shall match the depth of the existing asphalt unless otherwise directed by the Engineer. Patches deeper than three (3) inches will be paved in two lifts.

Method of Measurement: Regardless of the Type (size), CLASS D PATCHES, VARIOUS TYPES (Replacement only) will be measured for payment in TONS as specified for Hot-Mix Asphalt in Section 406.13 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per TON for CLASS D PATCHES, VARIOUS TYPES.

CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

Description: This work shall conform to Section 423 of the Standard Specifications with the following exceptions: The work shall include the removal and replacement of Portland cement concrete curb and gutter.

Method of Measure: CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT will be measured for payment in place and computed in FEET. Saw-cutting, concrete removal, and any required base repair will not be measured for payment and shall be considered incidental in the item unit price.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.

CONCRETE CURB AND GUTTER REPLACEMENT ONLY

Description: This work shall conform to Section 423 of the Standard Specifications.

Construction Requirements: Existing concrete curb will be removed by the Village. The Contractor may need to remove any excess backfill installed for temporary measures prior to concrete placement.

Method of Measure: CONCRETE CURB AND GUTTER REPLACEMENT ONLY will be measured for payment in place and computed in FEET. Saw-cutting, concrete removal, and any required base repair will not be measured for payment and shall be considered incidental in the item unit price.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for CONCRETE CURB AND GUTTER REPLACEMENT ONLY.



ORLAND PARK

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: (not applicable for Goods Only)
ISO CG 20 10 or CG 20 26
and
CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

☐ CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

In addition to the above, please provide the following coverage, if box is checked.

☒ LIABILITY UMBRELLA (Follow Form Policy)

☐ \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate
☒ \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
☐ Other: _____

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

☐ PROFESSIONAL LIABILITY

☐ \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ Other: _____
Deductible not-to-exceed \$50,000 without prior written approval

☐ BUILDERS RISK

Completed Property Full Replacement Cost Limits – Structures under construction

☐ ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site

☐ CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, notification, response,
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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." The required

9/9/22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS -AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render,

any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, architectural or engineering inspection, or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured - is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule; but, only with respect to liability for "bodily injury; or" "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person's Or Organization(s)

Information required to complete this Schedule --if not shown above, will be shown in the Declarations.

A'

Section II - Who Is An Insured: is permitted to include as an additional insured the person(s) or organization(s) shown in the Schedule. If not shown above, with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



GLOBCC1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners - Palatine IL
dba Dohn & Maher Associates
4811 Emerson Avenue, Suite 102
Palatine, IL 60067-7416
Carl E. Dohn Jr.

847-303-6800

CONTACT

NAME:

PHONE (A/C, No, Ext): 847-303-6800

FAX (A/C, No): 847-303-6963

E-MAIL ADDRESS: certificates.dohn@assuredpartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Acuity A+XV

14184

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Globe Construction, Inc.
1781 Armitage Ct
Addison, IL 60101

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			Z94714	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			Z94714	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			Z94714	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z94714	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rental Equip			Z94714	03/01/2024	03/01/2025	Limit 100,000
A	Installation Floa			Z94714	03/01/2024	03/01/2025	Limit 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

GLOBECO

Globe Construction, Inc.
1781 Armitage Ct
Addison, IL 60101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE