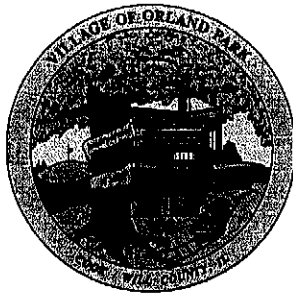


Clerk's Contract and Agreement Cover Page

Year: 2011 **Legistar File ID#:** 2011-0276
Multi Year: **Amount** \$100,000.00

Contract Type: Services
Contractor's Name: Marking Specialist Corporation
Contractor's AKA:
Execution Date: 6/14/2011
Termination Date: 12/31/2013
Renewal Date:
Department: Public Works/Streets
Originating Person: Tom Martin/Rich Rittenbacher
Contract Description: Pavement Marking Services 2011-13

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

July 13, 2011

Mr. Robert Buerer
Marking Specialists Corporation
P.O. Box 745
Arlington Heights, IL 60005

RE: *NOTICE TO PROCEED*
Pavement Marking 2011-13

Dear Mr. Buerer:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project.

Please contact Tom Martin at 708-403-6103 or Rich Rittenbacher at 708-403-6243 to arrange the commencement of the work.

The Village has processed Purchase Order #060837 for this contract/service. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated June 14, 2011 in an amount not to exceed stated unit prices. If you have any questions, please call me at 708-403-6173.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Domalewski".

Denise Domalewski
Contract Administrator

Encl:
cc: Tom Martin
Ed Wilmes

VILLAGE OF ORLAND PARK
Pavement Marking 2011-2013
(Contract for Small Construction or Installation Project)

This Contract is made this 14th day of June, 2011 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Marking Specialists Corporation of Arlington Heights (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- o The Invitation to Bid
- o The Instructions to the Bidders

The Bid Proposal as it is responsive to the VILLAGE's bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

~~Performance and Payment Bonds required by the VILLAGE~~

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Perform pavement marking work on streets selected by the Village of Orland Park. All pavement marking work shall be performed in accordance with the applicable portions of the Standard Specifications for Road and Bridge Construction, latest edition as adopted by the Illinois Department of Transportation; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2011.

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual

(Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

Unit Prices:

		Unit	UNIT PRICE 2011	UNIT PRICE 2012	UNIT PRICE 2013
1.	Paint Pavement Marking Line, 4"	L.F.	\$0.50	\$0.54	\$0.58
2.	Paint Pavement Marking Line, 6"	L.F.	\$0.80	\$0.86	\$0.92
3.	Paint Pavement Marking Line, 12"	L.F.	\$1.60	\$1.72	\$1.85
4.	Paint Pavement Marking Line, 24"	L.F.	\$3.20	\$3.44	\$3.70
5.	Paint Pavement Marking Letters & Symbols	S.F.	\$2.00	\$2.15	\$2.31
	ALTERNATE A				
6.	Thermoplastic Pavement Marking Line, 4"	L.F.	\$0.80	\$0.86	\$0.92
7.	Thermoplastic Pavement Marking Line, 6"	L.F.	\$1.30	\$1.40	\$1.50
8.	Thermoplastic Pavement Marking Line, 12"	L.F.	\$2.60	\$2.80	\$3.00
9.	Thermoplastic Pavement Marking Line, 24"	L.F.	\$5.20	\$5.59	\$6.01
10.	Thermoplastic Pavement Marking Letters & Symbols	S.F.	\$3.75	\$4.03	\$4.33
	ALTERNATE B				
11.	Thermoplastic Pavement Marking Line – Inlaid, 4"	L.F.	\$1.20	\$1.29	\$1.39
12.	Thermoplastic Pavement Marking Line – Inlaid, 6"	L.F.	\$1.90	\$2.04	\$2.20
13.	Thermoplastic Pavement Marking Line – Inlaid, 12"	L.F.	\$3.80	\$4.09	\$4.39
14.	Thermoplastic Pavement Marking Line – Inlaid, 24"	L.F.	\$7.60	\$8.17	\$8.78
15.	Thermoplastic Pavement Marking Letters & Symbols – Inlaid	S.F.	\$4.25	\$4.57	\$4.91

	ALTERNATE C	Unit	UNIT PRICE 2011	UNIT PRICE 2012	UNIT PRICE 2013
16.	Preformed Plastic Pavement Marking Line – Inlaid, 4”	L.F.	\$3.10	\$3.33	\$3.58
17.	Preformed Plastic Pavement Marking Line – Inlaid, 6”	L.F.	\$6.00	\$6.45	\$6.93
18.	Preformed Plastic Pavement Marking Line – Inlaid, 12”	L.F.	\$12.00	\$12.90	\$13.87
19.	Preformed Plastic Pavement Marking Line – Inlaid, 24”	L.F.	\$24.00	\$25.80	\$27.74
20.	Preformed Plastic Pavement Marking Letters & Symbols – Inlaid	S.F.	\$30.00	\$32.25	\$34.67

TOTAL: an amount not to exceed budgeted amount per year (\$100,000 for fiscal year 2011)

(hereinafter referred to as the “CONTRACT SUM”). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by December 31, 2013, (hereinafter referred to as the “CONTRACT TIME”) with the option to renew for two additional one year terms based on VILLAGE budget approval. Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day’s written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys’ fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's

Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

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

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

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

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

relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
Robert K. Buerer
Marking Specialists Corporation
P.O. Box 745
Arlington Heights, Illinois 60005
Telephone: 847-253-7349
Facsimile: 847-253-0096
e-mail: bob@markingspecialists.net


or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

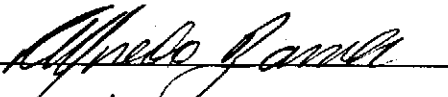
SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE
By: 
Print name: Paul G. Grimes
Village Manager
Its: Village Manager
Date: 6/23/11

FOR: THE CONTRACTOR
By: 
Print name: ALFREDO ZANALA
Its: PRESIDENT
Date: 6/17/11

SPECIAL PROVISIONS

THERMOPLASTIC PAVEMENT MARKING- INLAID

The work shall be performed in accordance with the applicable portions of the Standard Specifications for Road and Bridge Construction, latest edition as adopted by the Illinois Department of Transportation; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2011.

Description: This work shall be performed in accordance with the applicable portions of section 780 of the SSRBC, except that all pavement markings shall be applied in a recessed groove over the location where the existing pavement markings are to be removed.

Construction: The pavement marking will be installed in accordance with the applicable portions of section 780 of the SSRBC and the manufacturer's recommendations. No pavement markings shall be installed below the required minimum pavement temperature for installation of 55 degrees (F). Prior to applying the Thermoplastic Pavement Markings, the existing pavement markings shall be removed in accordance with the GROOVING FOR RECESSED PAVEMENT MARKING. The new pavement marking shall be inlaid in the cut grooves over the same locations as removed pavement markings.

Basis for Payment: This work shall be measured and paid for at the contract unit price per LINEAL FOOT or SQUARE FOOT for:

THERMOPLASTIC PAVEMENT MARKING LINE - INLAID

THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS - INLAID

which price shall be payment in full for the work as specified herein.

PREFORMED PLASTIC PAVEMENT MARKING- INLAID

The work shall be performed in accordance with the applicable portions of the Standard Specifications for Road and Bridge Construction, latest edition as adopted by the Illinois Department of Transportation; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2011.

Description: This work shall be performed in accordance with the applicable portions of section 780 of the SSRBC, except that all pavement markings lines shall be 3M™ Stamark™ High Performance All Weather Contrast Marking Tape 380/381I ES preformed pavement markings. All letters & symbols shall be 3M™ Stamark™ High Performance Symbols and Legends Series SMS-L380I ES (or approved equals).

Construction: The pavement marking will be installed in accordance with the applicable portions of section 780 of the SSRBC and the manufacturer's recommendations. No pavement markings shall be installed below the manufactures recommended minimum temperature for installation of 40 degrees (F). All pavement marking shall be inlaid in cut grooves in accordance with the GROOVING FOR RECESSED PAVEMENT MARKING.

Basis for Payment: This work shall be measured and paid for at the contract unit price per **LINEAL FOOT** or **SQUARE FOOT** for:

PREFORMED PLASTIC PAVEMENT MARKING LINE - INLAID
PREFORMED PLASTIC PAVEMENT MARKING LETTERS & SYMBOLS - INLAID

which price shall be payment in full for the work as specified herein.

GROOVING FOR RECESSED PAVEMENT MARKING

Description: This work shall consist of initial grooving of the existing pavements in preparation to furnishing and applying recessed pavement markings.

Equipment: The grooving equipment shall be equipped with a free-floating cutting or grinding head to provide a consistent groove depth over irregular pavement surfaces. The grinding or cutting head shall be equipped with diamond saw blades, steel star cutters and/or carbide tipped star cutters. A grinder head configuration shall be used on bituminous asphalt surfaces to achieve a rough surface texture in the bottom of the groove. Diamond saw blades shall be used on the cutting head when a smooth surface in the bottom of the groove is specified by the Engineer or specifications.

CONSTRUCTION REQUIREMENTS

Pavement Grooving Methods: Using the specified grooving equipment, the grooves for recessed pavement markings shall be constructed using the following methods:

- 1) **Wet Saw Blade Operation.** When water is required or used to cool the saw blades, such as during a continuous edge line grooving operation, the groove shall be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface shall be allowed to dry for 24 hours prior to the application of the pavement markings following a wet saw blade operation.
- 2) **Dry Saw Blade Operation.** If the grooving is done with dry saw blades, the groove shall be flushed with high-pressure air to remove debris and dust generated during the cutting operation.

Pavement Grooving: Grooves shall be cut into the pavement prior to the application of all pavement markings. The grooves shall be cut such that the width is 1 inch wider than that of the line, letter or symbol to be placed. The position of the edge of the grooves shall be a minimum of 2 in. from the edge of concrete joints or asphalt paving seams along edge or centerlines. The depth of the groove shall be 50 mils for Preformed Plastic and 120 mils for Thermoplastic, plus/minus 5 mils

On new bituminous concrete surfaces the Engineer shall determine if the new asphalt has achieved the necessary strength and hardness to support grooving prior to the start of a grooving operation. Some asphalt mixes may require 14 or more days to achieve adequate hardness to support a grooving operation. On existing bituminous concrete surfaces some existing asphalt pavements may not be strong enough to support a grooving operation. For all existing asphalt pavements the Engineer shall determine if the

existing asphalt has the necessary strength and hardness to support grooving prior to the start of a grooving operation.

Cleaning: When water has been used to cool the saw blades during the grooving operation, the Contractor shall allow 24 hours for the pavement to dry prior to the application of the markings. Immediately prior to the application of the pavement markings the groove shall be cleaned with high-pressure air blast.

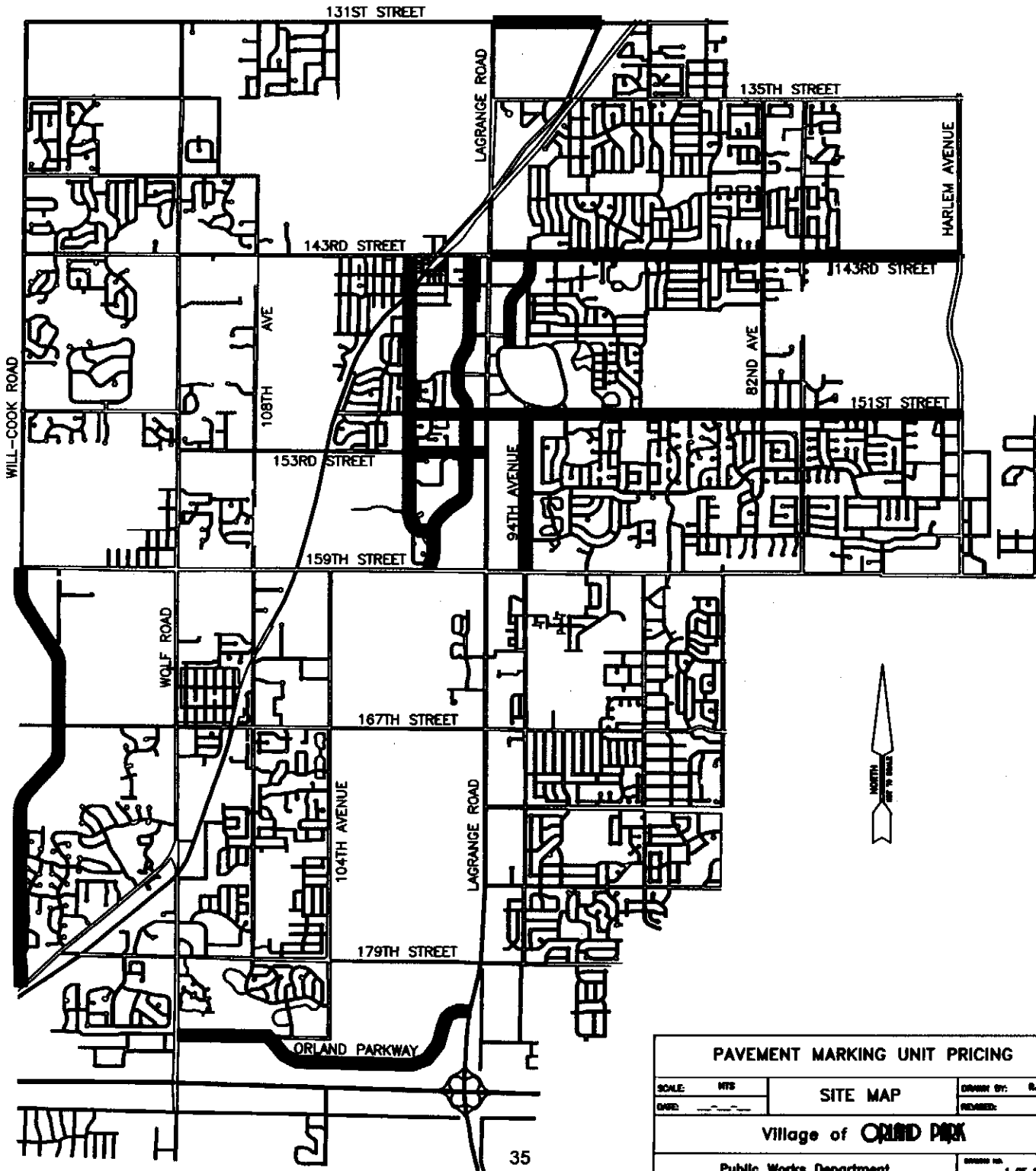
Basis of Payment: This work will not be paid separately but shall be included in the cost of the installation of the applicable pavement markings.

Village of Orland Park
Pavement Marking Unit Pricing
Quantity Estimate
2011 – 2013

	4" Line (L.F.)	6" Line (L.F.)	12" Line (L.F.)	24" Line (L.F.)	Letters & Symbols (S.F.)
131st Street- LaGrange to SW Hwy (3540 L.F.)	6550	6870	1690	70	218.4
143rd Street- LaGrange to Harlem (16,000 L.F.)	52080	12100	1657	362	1305.2
151st Street- West to Harlem (18,750 L.F.)	74130	4500	4201	679	1355.2
153rd Street- West Ave. to LaGrange (1,950 L.F.)	6556	1452	539	120	390
Orland Parkway- Wolf to LaGrange (11,500 L.F.)	27700	3845	486	100	1045.2
Will-Cook Road- 159th to SW Hwy (15,000 L.F.)	45850	1120	1410	140	182
West Avenue- 143rd to Ravinia (10,000 L.F.)	19118	1345	1009	367	476
Ravinia Avenue- 143rd to 16100 (12,900 L.F.)	21550	2750	615	275	604.3
John Humphrey Drive- 143rd to 146th (3180 L.F.)	6970	1275	0	118	245.2
94th Avenue- 151st to 159th (5250 L.F.)	8800	6327	0	357	764.4
Totals =	269304	41584	11607	2588	6585.9

ORLAND PARK

Pavement Marking Unit Pricing Site Locations 2011 - 2013



PAVEMENT MARKING UNIT PRICING		
SCALE: MTS	SITE MAP	DRAWN BY: GAR
DATE: _____		REVISION:
Village of ORLAND PARK		
Public Works Department		ISSUED ON: 1 OF 1

BIDDER SUMMARY SHEET

Pavement Marking Unit Pricing
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: MARKING SPECIALISTS CORPORATION

Address: P.O. BOX 745

City, State, Zip Code: ARLINGTON HEIGHTS, IL 60005

Contact Person: ROBERT K. BUERER

FEIN #: 367215385

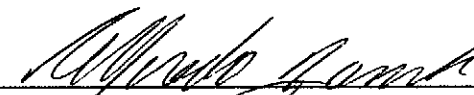
Phone: (847) 253-7349 Fax: (847) 253-0096

E-mail Address: BOB@MARKINGSPECIALISTS.NET

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Signature of Authorized Signee: 

Title: PRESIDENT Date: 3/24/11

Please provide unit prices on Unit Price Summary Sheet

Village of Orland Park
PAVEMENT MARKING
UNIT PRICE SUMMARY SHEET

		Unit	UNIT PRICE 2011	UNIT PRICE 2012	UNIT PRICE 2013
1.	Paint Pavement Marking Line, 4"	L.F.	\$ 0.50	\$ 0.54	\$ 0.58
2.	Paint Pavement Marking Line, 6"	L.F.	\$ 0.80	\$ 0.86	\$ 0.92
3.	Paint Pavement Marking Line, 12"	L.F.	\$ 1.60	\$ 1.72	\$ 1.85
4.	Paint Pavement Marking Line, 24"	L.F.	\$ 3.20	\$ 3.44	\$ 3.70
5.	Paint Pavement Marking Letters & Symbols	S.F.	\$ 2.00	\$ 2.15	\$ 2.31
	ALTERNATE A				
6.	Thermoplastic Pavement Marking Line, 4"	L.F.	\$ 0.80	\$ 0.86	\$ 0.92
7.	Thermoplastic Pavement Marking Line, 6"	L.F.	\$ 1.30	\$ 1.40	\$ 1.50
8.	Thermoplastic Pavement Marking Line, 12"	L.F.	\$ 2.60	\$ 2.80	\$ 3.00
9.	Thermoplastic Pavement Marking Line, 24"	L.F.	\$ 5.20	\$ 5.59	\$ 6.01
10.	Thermoplastic Pavement Marking Letters & Symbols	S.F.	\$ 3.75	\$ 4.03	\$ 4.33
	ALTERNATE B				
11.	Thermoplastic Pavement Marking Line – Inlaid, 4"	L.F.	\$ 1.20	\$ 1.29	\$ 1.39
12.	Thermoplastic Pavement Marking Line – Inlaid, 6"	L.F.	\$ 1.90	\$ 2.04	\$ 2.20
13.	Thermoplastic Pavement Marking Line – Inlaid, 12"	L.F.	\$ 3.80	\$ 4.09	\$ 4.39
14.	Thermoplastic Pavement Marking Line – Inlaid, 24"	L.F.	\$ 7.60	\$ 8.17	\$ 8.78
15.	Thermoplastic Pavement Marking Letters & Symbols – Inlaid	S.F.	\$ 4.25	\$ 4.57	\$ 4.91

Village of Orland Park
PAVEMENT MARKING
UNIT PRICE SUMMARY SHEET

		Unit	UNIT PRICE 2011	UNIT PRICE 2012	UNIT PRICE 2013
	ALTERNATE C				
16.	Preformed Plastic Pavement Marking Line – Inlaid, 4"	L.F.	\$ 3.10	\$ 3.33	\$ 3.58
17.	Preformed Plastic Pavement Marking Line – Inlaid, 6"	L.F.	\$ 6.00	\$ 6.45	\$ 6.93
18.	Preformed Plastic Pavement Marking Line – Inlaid, 12"	L.F.	\$ 12.00	\$ 12.90	\$ 13.87
19.	Preformed Plastic Pavement Marking Line – Inlaid, 24"	L.F.	\$ 24.00	\$ 25.80	\$ 27.74
20.	Preformed Plastic Pavement Marking Letters & Symbols – Inlaid	S.F.	\$ 30.00	\$ 32.25	\$ 34.67

Firm Name: MARKUSCI SPECIALISTS CORPORATION

BUSINESS ORGANIZATION:

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

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

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

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

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

MARKING SPECIALISTS CORPORATION (Corporate Seal)
Business Name

 ALFREDO ZAVALA
Signature Print or type name

PRESIDENT 3/24/11
Title Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

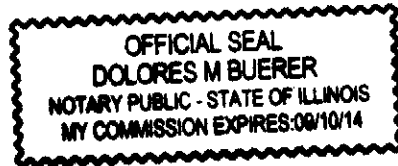
I, ALFREDO ZAVALA, being first duly sworn certify
and say that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

of MARKING SPECIALISTS CORPORATION, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 24 Day
of MARCH, 2011.



Dolores M. Buerer
Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

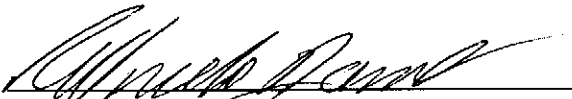
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor 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 Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

ACKNOWLEDGED AND AGREED TO:

BY: 

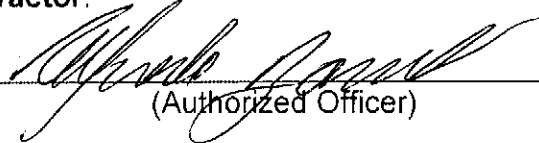
Witness: Robert K. Bruner

DATE: 3/24/11

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

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: 
(Authorized Officer)

Subscribed and Sworn to
before me this 24 day
of MARCH, 2011


Notary Public



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

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

MARKING SPECIALISTS CORPORATION, having submitted a proposal for:
(Name of Company)

PAVEMENT MARKING UNIT PROJECT
(PROJECT)

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

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

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or

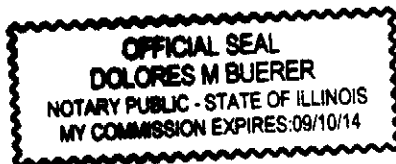
4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: *Alfredo Zavalla*
Officer or Owner of Company named above

Subscribed and sworn to
Before me this 24
Day of MARCH, 2011.

Dolores M. Buerer
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

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

I, ALFREDO ZUNIGA, am the duly authorized agent for MARKING SPECIALISTS CORPORATION, which has submitted a bid to the Village of Orland Park for

PAVEMENT MARKING UNIT PROJECT and I hereby certify

(Name of Project)

that MARKING SPECIALISTS CORPORATION

(Name of Company)

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

By: *Alfredo Zuniga*

Title: PRESIDENT

Subscribed and Sworn to

Before me this 24

Day of March, 2011



Dolores M. Buerer

Notary Public

REFERENCES

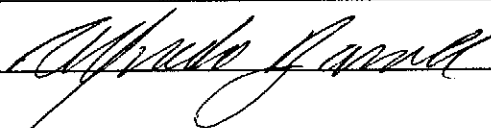
(Please type)

ORGANIZATION ILLINOIS D.O.T.
ADDRESS 201 WEST CENTER COURT
CITY, STATE, ZIP SCHAUMBURG IL 60196
PHONE NUMBER 847-489-8127
CONTACT PERSON BILL EATON
DATE OF PROJECT 2010

ORGANIZATION CITY OF ELGIN
ADDRESS 150 DEXTER COURT
CITY, STATE, ZIP ELGIN, IL 60120
PHONE NUMBER 847-624-8892
CONTACT PERSON BOB SPONHOLTZ (HLR)
DATE OF PROJECT 2009

ORGANIZATION VILLAGE OF GLENVIEW
ADDRESS 1225 WAUKEGAN ROAD
CITY, STATE, ZIP GLENVIEW, IL 60025
PHONE NUMBER 847-514-5705
CONTACT PERSON TIM SCHWISTER
DATE OF PROJECT 2011

Bidder's Name: MARKING SPECIALISTS CORPORATION

Signature & Date:  3/24/11

INSURANCE REQUIREMENTS

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

Any insurance policies providing the coverages required of the Contractor, , shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 24 DAY OF March, 2011


Signature

Authorized to execute agreements for:

ALFREDO ZAVALA - PRESIDENT
Printed Name & Title

MARKING SPECIALISTS CORPORATION
Name of Company

