



Bolingbrook

BID SPECIFICATIONS
FOR THE PURCHASE OF

2024 CDBG TREE PLANTING PROGRAM

Date: May 30th, 2024

Bid No. 24-07

Name of Company: _____

Bid Opening Date: THURSDAY MAY 30TH

Location: Board Room
Town Center Building
375 West Briarcliff Road
Bolingbrook IL 60440

Time: 10:00a.m.

The Mayor and Board of Trustees of the Village of Bolingbrook, IL, will receive sealed bids for **2024 CDBG TREE PLANTING PROGRAM** until 10:00 a.m. on MAY 30th, 2024 in the Finance Department of the Village of Bolingbrook, Town Center, 375 West Briarcliff Rd., Bolingbrook IL 60440, or by mail. Said bid proposals shall be addressed to: MAYOR AND BOARD OF TRUSTEES in care of the PURCHASING COORDINATOR and clearly bear the legend "PROPOSALS", also project title and name of bidder.

The Bid Opening is scheduled for **THURSDAY, MAY 30TH**, at 10:00a.m. In the Board Room of the Town Center Building, 375 W. Briarcliff Rd., Bolingbrook IL 60440.

A contract will be awarded to the lowest responsive and responsible bidder following approval by the Mayor and Board of Trustees at a regularly scheduled meeting. Board meetings are scheduled every 2nd and 4th Tuesday of each month. The Village Board reserves the right to reject any and all bids, and to waive any informalities or irregularities in the bidding. The Village Board further reserves the rights to review and study any and all bids and to make a contract award within forty-five (45) days after bids have been opened and publicly read.

ROSA N. COJULUN
FINANCE DIRECTOR
VILLAGE OF BOLINGBROOK
STATE OF ILLINOIS

NOTICE TO PROSPECTIVE BIDDERS

Pre bid meeting will be held on Wednesday May 22nd at 10:00 in the village of Bolingbrook board room located **375 West Briarcliff Road – Bolingbrook IL 60440. – Telephone (630) 226-8400**

Supplier of materials identified as "hazardous" by the Illinois Director of the Department of Labor and which may be included in the attached bid specifications must provide buyers MATERIAL SAFETY DATA SHEETS (MSDS. OSHA Form 20 or equivalent as required.

BIDDING DOCUMENT

SEALED BIDS FOR THE PURCHASE OF

2024 CDBG TREE PLANTING PROGRAM

VILLAGE OF BOLINGBROOK, ILLINOIS

SECTION 1 - INSTRUCTIONS TO BIDDERS

1. SCOPE

The Mayor and Board of Trustees of the Village of Bolingbrook will receive sealed bid proposals for 2024 CDBG TREE PLANTING PROGRAM

2. SUBMISSION OF PROPOSAL

Each bidder shall submit **TWO (2) COMPLETE BID PACKETS** complying with the specifications attached hereto in accordance with the following documents, all dated MAY 30th 2024

- I. Instructions to Bidders.
- II. General Conditions of Bid and Contract.
- III. Technical Specifications.
- IV. Invitation to Bid, Proposal, and Acceptance

Each bidder shall submit a sealed bid utilizing the invitation to bid form enclosed with these bid documents. Numbers shall be stated both in written words and in figures. Signatures must be longhand and executed by the principal duly authorized to make contracts. The Legal name of

the bidder must be fully stated. Enclose bid proposal in an opaque sealed envelope bearing the legend "BID PROPOSAL," PROJECT TITLE, AND NAME OF THE BIDDER." Oral, telegraphic, and/or telephone bid proposals or modifications will not be considered. All blank spaces on forms must be filled in.

Address bid proposals to the Mayor and Board of Trustees of the Village of Bolingbrook, Bolingbrook, Illinois, in care of the Purchasing Coordinator. Proposals shall be filed in the Finance Department, Village of Bolingbrook, 375 West Briarcliff Road, Bolingbrook IL 60440 not later than **Thursday, MAY 30th at 10:00 A.M.** Proposals will be publicly opened and read at the above time and place.

3. EXAMINATION OF CONTRACT DOCUMENTS AND EXISTING CONDITIONS

Before submitting proposal, the bidders should carefully examine all of the Contract Documents, including the specifications, and by the submission of a bid, the bidder will be understood to have read and fully informed himself as to the contents of all of the bidding documents.

Should a bidder find any discrepancies, omissions, ambiguities, or conflicts among the Contract Documents, or be in doubt about their meaning, he shall bring such questions to the attention of the Purchasing Coordinator not later than five (5) days prior to the date of the receipt of bids. The Purchasing Coordinator will review the questions and, where information sought is not already indicated or specified, will issue a clarifying "Notice to Bidders," which will become part of the Bid Document. A copy of such documents will be immediately mailed and/or faxed to all prospective bidders. Prospective bidders must acknowledge receipt of any "Notice to Bidders" in writing to the Purchasing Coordinator. All "Notice to Bidders" acknowledgements should be submitted prior to the bid opening or as part of the bid document. Neither the Village nor the Purchasing Coordinator will make or be responsible for any oral instructions.

4. REJECTION OF BIDS

The Village reserves the right to reject any or all bids if it finds it necessary to do so and to waive any informalities or irregularities in the bids. The Village further reserves the right to accept the bid deemed to be in the best interest of the Village. The bidder acknowledges the right of the Village to reject any or all bids and to award each item to different bidders or all items to a single bidder.

5.

COPIES OF BIDDING DOCUMENTS

Copies of the bidding documents may be obtained from the Purchasing Coordinator in the Finance Department.

6. AWARD OF CONTRACT

A contract may be awarded to the lowest responsible bidder. The Village reserves the right to review all bids submitted for a period of forty-five (45) days after the date of submission, and by submitting a bid, the bidder agrees that the amount specified in his bid shall remain in full force and effect for such forty-five (45) day period. No bidder shall modify, withdraw, or cancel his bid or any part thereof for forty-five (45) days after the date of submission.

The recommendation of the Department Director and the Committee shall include consideration of the following factors, as applicable: the bidder's prior experience with contracts of a like kind, equipment servicing, travel time associated with servicing, and other factors, as may be in the best interests of the Village, with respect to the particular purchase.

7. BIDDING ON EQUIVALENT EQUIPMENT

Whenever in any of the bidding documents an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, and minimum standards of design and efficiency. The decision of the Mayor and Board of Trustees with respect to whether an article, material, or equipment is the equal of a proprietary product named in the specifications shall be final.

8. MATERIALS REQUIRED

Only new, unused, and first quality materials or equipment shall be supplied unless the Village specifically requests preowned or used equipment and/or virgin or recycled materials in the specifications, or has provided bidders with the options to include supplemental proposals for preowned, used or recycled equipment or materials. Each bidder represents that his bid is based upon the materials, and equipment described in the bidding documents. By adopting Resolution 91R-053 (Resolution Adopting Recycled Product Procurement Policy for the Village) the Village demonstrates not only its concern for the environment, but also for the procurement of recycled content products.

9. SALES TAX EXEMPTION

Bids on all items shall be submitted exclusive of the Illinois Retailer's Occupation Tax. The Village of Bolingbrook is exempt from the payment of the Illinois Retailer's Occupation Tax.

The Illinois Retailer's Occupation Tax number is for the sole use by the Village of Bolingbrook. Under no circumstances is the exemption to be utilized by successful bidders, contractors, subcontractors, etc. when making purchases other than those necessary for completion of a contract with the Village of Bolingbrook.

10. IDENTIFY THE ITEM

Identify the item you will furnish by brand or manufacture's name and catalog numbers. Also furnish specifications, descriptive literature and diagrams or drawings whenever appropriate.

11. TRADE DISCOUNTS AND PRICE VARIANCES

Bids on individual items must include UNIT PRICES as well as EXTENDED and TOTAL PRICES. Where a variance exists on the bid form between the Unit Price and the extension or whenever other discrepancies are noted between prices on the bid form and prices quoted elsewhere in the bid package, the Unit Price quoted on the bid form shall prevail. The Village will also consider trade discounts and other pricing features in each individual bid prior to determining the successful bidder.

12. RECEIPT OF BIDS

The Purchasing Coordinator must receive all bids prior to the bid opening in order to be honored by the Village. All bids will be opened beginning at 10:00 a.m. or as soon thereafter as is practical on the opening date specified above. No bids will be accepted after the public opening begins. **THERE WILL BE NO EXCEPTIONS.**

13. SPLIT AWARD

When a single bid contains a number of separate items or whenever the Purchasing Agent feels it is in the best interest of the Village, the bid award may be split between two or more vendors or contractors.

14. GUARANTEE-WARRANTY

A written copy of your guarantee-warranty must be submitted with the bid proposal, and must be acceptable to the Village.

15. FAILURE TO COMPLY WITH INSTRUCTION AND SPECIFICATION VARIATIONS

Failure to comply with any of the instructions or general conditions of contract will disqualify the bidder. The Village may allow variations on the technical specifications attached hereto; however, all variations must be listed on the bid form. The Village has drafted technical specifications for goods and services which meet the technical needs and performance standards determined. Bidders may occasionally however, offer goods or services which do not meet all technical specifications but which may still perform as intended by the Village. In all such cases it is incumbent upon the bidder to prove that his goods or services are of equal or better quality and decisions by the Village with regard to allowing variations on the technical specifications will be final.

16. NON-PERFORMANCE CLAUSE

The Village has the authority to terminate any contract entered into based upon these Contract Bid Documents for non-performance, provided that a thirty (30) day written notice by certified mail is given to the bidder. The bidder acknowledges the right of termination vested within the Village. This section shall apply only to contracts involving continuous performance.

SECTION II - GENERAL CONDITIONS OF CONTRACT (BIDDING)

1. CONTRACT (BID) DOCUMENTS

The Contract Documents consist of: (a) the instructions to bidders, (b) the general conditions and any supplementary conditions of contract, (c) the technical specifications, and (d) the invitation to bid, proposal and acceptance, including any addenda issued prior to receipt of bids.

Whenever the term "addenda" appears in any of the Contract Documents, it shall be understood to refer to any written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

Changes or corrections may be made in the Contract Documents after they have been issued and before bids are received. In such case, a written Addendum describing the change or correction will be issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the Contract Documents. Except in unusual cases, addenda will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.

Whenever the term "the Village" appears in any of the Contract Documents, it shall be understood to refer to the Village of Bolingbrook, Illinois.

2. COMPLIANCE WITH LAW

All goods or equipment bid shall comply with all applicable Federal, State and local laws relative thereto including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The vendor shall defend actions or claims brought and hold harmless the Village from loss, cost of damage by reason of actual or alleged violations of Federal, State, or local law in the design or manufacturing of equipment and/or materials.

CHANGE ORDERS:

Pursuant to P.A. 85-1295 (IL.Rev. Stat. ch 38 33 e-1 et.seq.), no change order may be made in any contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000 or more or the time of completion by 30 days or more unless one of the following certifications is made by either the governing board or its designee that:

- a. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time of the contract was signed; or
- b. The circumstances said to necessitate the change were not within the contemplation of the contract as signed; or
- c. The change is in the best interest of the unit of local government.

The party authorized to execute the certification is the Village Board.

IN ADDITION TO THE FOREGOING LANGUAGE, ALL CONTRACTS MUST HAVE A CERTIFICATION FORM ATTACHED AND SIGNED BY THE CONTRACTOR.

3. ASSIGNMENTS

The contractor shall not assign the whole or any part of this contract without the written consent of the Village.

4. DEFAULT AND TERMINATIONS

If the Seller fails to deliver the equipment within the time specified in the agreement between the Seller and the Village for a period of more than fourteen (14) days for any reason, excluding acts of God, strikes and work stoppages, and acts of common enemy, the Village shall have the right to terminate this contract forthwith and to secure the furnishing of said equipment by contract or otherwise, charging against the Seller any excess cost incurred by the Village therefore, and to pursue any and all other remedies that the Village may have by virtue of any of the provisions of this contract and any and all other remedies provided by law.

5. DELIVERY REQUIREMENTS

The time of delivery or work starting dates should be listed on the bid form as these dates may

be taken into consideration in making the award.

Inspection of delivery will be made at the delivery point unless otherwise specified. Materials must be properly packaged, damaged materials will not be accepted; rejected materials will be returned to the vendor at the vendor's risk and expense.

All prices must be FOB delivery point. Where specific purchase is negotiated FOB shipping point the vendor is to prepay shipping charges and add to invoice. The Village of Bolingbrook expressly denies responsibility for ownership of any item purchased until the same is delivered to the Village and is accepted by the Purchasing Coordinator.

6. ROYALTIES AND PATENTS

The Seller shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the Village and its officers, agents, servants, and employees harmless from any and all loss and liability of any nature or kind whatsoever, including cost and expenses of defense, for or on account of any copyrighted, patented, or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the Seller unless otherwise specifically stipulated in the Contract Documents.

7. NON-COLLUSION IN PREPARING BIDS

The bidder by offering his or her signature to this proposal agrees to the following, "Bidder certifies that this bid is made without any previous understanding agreement or connection with any person or firm or corporation making a bid for the same items and is in all respects fair without outside control, collusion, fraud or other illegal action." All Bidders must include a signed copy of the "**Anti-collusion Affidavit of Compliance**" with all bid packets.

8. MODIFICATION OR WITHDRAWAL OF FORMAL BIDS

Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bids provided the Village is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to closing time. The telegraph communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the final prices or terms will not be known by the Village until the sealed bid is opened. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the invitation, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. **Telephone or fax requests to withdraw a bid will not be considered.**

9. INTEREST OF PUBLIC OFFICIALS OR EMPLOYEES

No officer or employee of the Village, or the governing body of the Village, who exercises any responsibilities with respect to the purchase be made shall during his tenure in office have any interest, direct or indirect, in any contract or purchase order issued as a result of this bidding process.

10. INDEMNITY

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Bolingbrook, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village of Bolingbrook, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village of Bolingbrook, its agents or employees. 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 entered against the Village of Bolingbrook, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expresses, 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 of Bolingbrook, its officials, agents and employees as herein provided.

The 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 of Bolingbrook, may be retained by the Village of Bolingbrook to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evident to that effect shall have been furnished to the satisfaction of the Village of Bolingbrook.

(See Bid Certification form for completion)

11. INVESTIGATIONS PRIOR TO BID AWARD

The Village may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work. The bidder shall furnish all such information and data for this purpose as requested by the Village. The Village reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder, fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. INSURANCE

Bidders shall maintain to the satisfaction of the Village all necessary and proper insurance for

the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance and Workers Compensation Insurance. Bidders further agree, if so requested by the Village, to furnish certificates of any or all insurance policies listing the Village as a co-insured within seven (7) calendar days following the award of the contract.

The Additional Insured Endorsement, attached hereto and made a part hereof as Attachment A, shall be approved by and shall be included in the policies of insurance to be provided.

13. FORM OF AGREEMENT

Bidder agrees that upon the award of a contract by the Village, it will, if so requested by the Village, execute an agreement, the terms of which shall be substantially as set out in these Bidding Documents.

14. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE - (Required by the Illinois Fair Employment Practices Commission as a Material term of all public contracts)

"EQUAL EMPLOYMENT OPPORTUNITY"

Section 1. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and 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 the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Rules and Regulations for Public Contract 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 contract, the contractor and/or vendor agree as follows:

(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 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, 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 the 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 subdivision 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.

(See Bid Certification form for completion)

15. PREVAILING WAGE ACT

Pursuant to the IL. Rev. Stat. Ch. 48 s-1 et seq. (Prevailing Wage Act) amendment, is a copy of the most recent prevailing wage listing supplied by the Illinois Department of Labor. In accordance with the amendment it is the responsibility of the Village to notify all contractors of any revisions in the prevailing wage act during the time of the contract.

(Current listings for both Will and DuPage Counties are included.)

The Village of Bolingbrook is required to comply with the State of Illinois Department of Labor amended sections of the Prevailing Wage Act (820 ILCS 130/1, et seq.). Beginning January 1, 2010, the Public Act 96-0437 relative to contractors and subcontractors on public works projects will be enforced by the Village of Bolingbrook on all said projects. Located in the Appendix of all bid documents will be a "Contractor/Subcontractor Requirement" form. Following acceptance of the bid by the Mayor and Board of Trustees, each contractor and subcontractor must submit a completed form to the Purchasing Coordinator prior to the commencement of any/all work on the given project.

16. VETERANS IN PUBLIC WORKS

Contractor agrees to comply with the provision of the IL. REV. STAT. Chapter 126 1/2 paragraph 23 (Preference to Veterans in Public Works.)

17. ELECTRONIC BID BONDS

The Village of Bolingbrook will accept Electronic Bid Bonds for bids in lieu of a paper bid bond from any vendor registered with Surety 2000 (Bid Bond Manager.)

The bidder may file an electronic bid bond for any project with the bid in lieu of completing the paper Bid Bond area of the Proposal Bid Form. By providing an electronic bond authorization code, the Principal is ensuring an electronic bid bond has been executed by a Surety and the Principal and Surety are firmly bound unto the Local Agency under the conditions of the bid bond as provided in the project contract specifications.

18. PERFORMANCE/LABOR & MATERIAL BONDS

The Village of Bolingbrook requires the successful vendor to present an executed Performance Bond and/or Labor & Material Bond within two (2) weeks following the approval of the project by the Mayor and Board of Trustees and the issuance of the purchase order. Commencement on all work shall not occur until the Village has received and approved the said Bonds.

19. CERTIFIED TRANSCRIPT OF PAYROLL – Wage Rates

Each Contractor of Subcontractor performing work on this Project shall comply in all respects

with all laws governing the employment of Labor, Social Security, and Unemployment Insurance of both the State and Federal government. There shall be paid to each employee engaged in Work under this Contract at the site of the Project, no less than the minimum wage for the classification of labor employed in compliance with 820 ILCS 130/1 et seq., as now existing or hereafter amended.

In accordance with 820 ILCD/5, the Contractor and each Subcontractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Village of Bolingbrook. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which avers that:

- (i) Such records are true accurate;
- (ii) The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) The Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon two (2) business days' notice, the Contractor and each subcontractor shall make available for inspection for the records to the Village of Bolingbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

(Sample copies of the appropriate forms are located in the Appendix section of the Bid Document.)

20. CONTRACTOR AND SUBCONTRACTOR SUBSTANCE ABUSE PREVENTION POLICY

Pursuant to 30 ILSC 580/1 et. seq. (the "Substance Abuse Prevention on Public Works Act", employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in 30 ILSC 580/1 et.seq. or shall have a collective bargaining agreement in effect dealing with the subject matter of 30 ILSC 580/1 et.seq.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works; a copy of the substance abuse prevention program along with

a cover letter certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this act. The certification form is located in the Bid Certification section of the Bid Document and must be completed by the Contractor and each Subcontractor to this Contract.

(See Bid Certification form for completion)

21. **Employment Act**

The Village of Bolingbrook is in compliance with the changes to the State of Illinois "Employment Act." If a project qualifies as "public works," a completed copy of the Employment of Illinois Workers on Public Works Act Certification must be included in the submitted bid packet by the prospective bidders. Said certification is located in the "Bid Certifications" section of the bid document.

The State of Illinois has amended the Employment of Illinois Laborers on Public Works Act (amended by P.A. 96-0929). This act only applies to projects which meet the following definition of "public works."

"Public works" means any fixed work construction or improvements for the State of Illinois or any political subdivision of the State if that 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."

If the project falls within the definition of "public works," then Section 3 of the Employment Act becomes applicable.

Sec. 3 Employment of Illinois Laborers. Whenever there is a period of excessive unemployment in Illinois, if a person or entity is charged with the duty, either by law or contract, of (1) construction or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this Act, to the extent permitted by any applicable federal law or regulations. Every public works contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contraction officer.

A "period of excessive unemployment" is defined in Section 1 of the Employment Act as more than 5% for two (2) consecutive months.

RETURN WITH BID

VILLAGE OF BOLINGBROOK

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1 *et seq.* ("Drug Free Workplace Act), the undersigned contractor hereby certifies to the Village of Bolingbrook that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violation of such prohibition.
 - (3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will abide by the terms of the statement: and
- (B) Notify the Village of Bolingbrook of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (1) Establishing a drug free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) The penalties that may be imposed upon employees for drug violations.
 - (2) Making it requirement to give a copy of the statement required by subsection (A-3) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
 - (3) Notifying the Village of Bolingbrook within ten (10) days after receiving notice.
 - (4) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by "Drug-Free Workplace Act."
 - (5) Assisting employees in selecting a course of action in the event drug Counseling treatment, and rehabilitation is required and indicating that a

trained referral team is in place.

- (6) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in "Drug-Free Workplace Act."

Contractor Signature

Date:

Subscribed and Sworn to before me this ___ day of _____, 2024.

Notary Public Signature

My commission expires _____.

AFFIX NOTARY SEAL:

RETURN WITH BID

VILLAGE OF BOLINGBROOK

CONTRACTOR'S CERTIFICATION

(1) Pursuant to P.A. 85-1295 (720 ILCS 5/33E-1 *et seq.*), the undersigned Contractor hereby certifies to the Village of Bolingbrook that the Contractor is not barred from bidding on contracts as a result of having been convicted of violating Section 33E-3 (Bid Rigging) or 33D-4 (Bid Rotating) of that Act.

(2) The contractor further certifies that the contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

a) Is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

b) Has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that Agreement.

Date: _____ (NAME OF CONTRACTOR)

_____ (BY AUTHORIZED SIGNATURE)

_____ (Mailing Address)

_____ (Area Code & Phone Number)

_____ (Primary Contract Signature & Title)

Subscribed and Sworn to before me this __ day of ____, 2024.

_____ My Commission expires: _____
Notary Public Signature AFFIX NOTARY SEAL:

RETURN WITH BID

VILLAGE OF BOLINGBROOK

ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE

_____, being first duly sworn, deposes and says:

that he is _____ of
(Partner, Officer, Owner, etc.)

(Contractor)

This party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other contractor or any person interested in the proposed contract.

(Name of Bidder if Bidder is an Individual)
(Name of Partner if Bidder is a Partnership)
(Name of Officer if Bidder is a Corporation)

Subscribed and Sworn before me this ____ day of _____, 2024.

Notary Public Signature

Affix Seal:

RETURN WITH BID

VILLAGE OF BOLINGBROOK

AFFIDAVIT

The undersigned, bidder, hereby represents and warrants to the Village of Bolingbrook as a condition of acceptance of this bid that none of the Village Officials is either an officer or director of the undersigned's business entity or owns five (5%) percent or more of the undersigned's business entity. If the foregoing representation and warranty is an inaccurate statement, insert the name(s) of the Village Official(s) who either is an officer or director of the undersigned's business entity or owns five (5%) percent or more of the undersigned's business entity:

(Business Entity's Name):

By:
Its Duly Authorized Agent

Subscribed and sworn to before this ____ day of _____, 2024.

Notary Public

Affix Seal:

RETURN WITH BID

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Named Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

Who is an insured section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work."

For purposes of this endorsement, "arising out of your work" shall mean:

- 1) Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- 2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- 3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- 4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

RETURN WITH BID

VILLAGE OF BOLINGBROOK

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE

DATE: _____

Pursuant to 30 ILSC 580/1 *et. Seq.* (“Drug-Free Workplace Act”), the undersigned contractor hereby certifies to the Village of Bolingbrook that it is compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the Village of Bolingbrook as follows:

(Complete either A or B below)

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of 30 ILSC 580/1 *et. Seq.*

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of 30 ILSC 580/1 *et. seq.* (Attach a copy of the program)

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

VILLAGE OF BOLINGBROOK
375 WEST BRIARCLIFF ROAD
BOLINGBROOK IL 60440

BID PACKET SUBMITTAL CHECK LIST

The following documents must be included in **all** submitted Bid Packages to the Village of Bolingbrook. Prospective Bidders shall utilize this sheet to insure proper compliance with the Bid Specifications. The documents must be signed and properly notarized. (All will be printed on a colored paper stock. Bidders do not need to copy on a similar colored stock.)

- 1) Contractor's Drug Free Workplace Certificate
- 2) Village of Bolingbrook Certification
- 3) Village of Bolingbrook Anti-Collusion Affidavit of Compliance
- 4) Village of Bolingbrook Affidavit
- 5) Village of Bolingbrook Substance Abuse Prevention Contract Certificate
- 6) Additional Insured Endorsement
- 7) Certified Authorization Form Sheet
- 7) Bid Proposal Form

The items listed below will only be required if an "X" appears on the right side of the document:

- | | |
|--|---------------|
| 1) Bid Bond or Bid Deposit (5% of the Total Bid Amount)
(Cashier's/Certified Checks only) | <u> X </u> |
| 2) Performance Bond *** | <u> </u> |
| 3) Payment & Material Bond *** | <u> </u> |
| 4) Certified Payroll Certificate *** | <u> </u> |
| 5) Insurance Certificate *** | <u> - -</u> |
| 6) Additional Insurance Endorsement *** | <u> </u> |

The **Statement of No Bid** must be completed and returned to the Village if the Bidder is not supplying a bid package. Failure to complete the request may result in bidder's deletion from the qualified bidder's listing for future bids. Said document is located in the Appendix Section of the Bid Package.

*** Only if awarded the contract

VILLAGE OF BOLINGBROOK
CERTIFIED AUTHORIZATION APPROVAL SHEET

The following affidavit certifies that the Contractor has read the documents with reference to the following articles. The documentation is included with the Bid Document and identified on the section cited below.

All prospective Contractors must sign the form and return in the submitted Bid Packet to the Village of Bolingbrook. By signing the document, the Contractor certifies acknowledgement intent of each section.

Written information on the following can be found in Section II – General Conditions of Contract (Bidding):

- 1) Indemnity Hold Harmless Provision (Item #10)
- 2) Equal Employment Opportunity (Item #14)
- 3) Certified Transcript of Payroll (Item #19)
- 4) Substance Abuse Prevention Program (Item #20)

_____ Company Name

_____ Authorized Contractor Signature

_____ Date

_____ Mailing Address

Subscribed and Sworn before me this _____ day of _____, 2024

_____ Notary Public Signature

Affix Seal: