

Bid Documents Bid Number 19-7-1

Resurfacing Public Works Parking Lot

Village of Addison

Purchasing Department

1 Friendship Plaza Addison, IL 60101 (630) 543-4100

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July 15, 2019 Bid No. 19-7-1

To Whom It May Concern:

Herein are Bid Documents to supply the Village of Addison with the following services:

Resurfacing Public Works Parking Lot

Sealed bids must be received in Room 2100 of the Addison Village Hall, 1 Friendship Plaza, Addison, Illinois, any time prior to 10:00 AM on Monday, August 5, 2019; immediately thereafter all bids will be publicly opened and read aloud in Room 2002.

All bids must be submitted on the forms provided and returned in a sealed envelope. The self-addressed label provided with the bid document must be affixed to the outside of the sealed envelope.

The Village of Addison reserves the right to waive all technicalities, and to accept and or reject part(s) of any or all bids which it deems advantageous.

This is an Illinois Prevailing Wage Project.

Minorities and women-owned businesses (W.B.E.) are encouraged to participate.

If you decline to submit a bid, please contact me in writing, your intention to do so.

Respectfully submitted,

Anna Hendrey

Village Purchasing Agent

IMPORTANT

The attached label must be affixed to the front of the sealed envelope the completed bid is submitted in. This attached label may be printed on an 8.5 X 11 label stock or printed on paper and securely fastened to the front of envelope.

Bids without the attached label may be delayed and not arrive in time for the bid opening.

If you have questions pertaining to this bid you may contact:

Anna Hendrey 630-693-7507 ahendrey@addison-IL.org

Bidders Name:	
Address:	
City:	
State:	7in:

Village of Addison 1 Friendship Plaza Addison, IL 60101

Sealed Bid Enclosed

Bid No. 19-7-1 Resurfacing PW Parking Lot

Bid Opening Date Monday, August 5, 2019

Bid Opening Time 10:00 am



RESURFACING PUBLIC WORKS PARKING LOT DETAIL SPECIFICATIONS BID # 19-7-1

INTENT

The Village of Addison is soliciting bids to mill, resurface and restripe the Public Works parking lot located at 1491 Jeffrey Drive. The area to be milled and resurfaced is approximately 21,973.40 square feet.

DESCRIPTION OF WORK

The work to be performed will consist of milling down 2 inches of asphalt. The contractor will be required to haul off site and properly dispose of the millings. Remaining asphalt surface must be thoroughly cleaned before applying a liquid asphalt tack coat. Once tack has cured, or within two days of when tack was applied, an asphalt leveling course is to be machine applied at an average of a ½ inch thickness, followed by machine applied 1½ inches compacted hot mix asphalt surface course. Successful bidder shall supply all labor and materials, tools, equipment and incidentals necessary to complete this work and to restripe as per existing layout. Work to be completed within six weeks of award of bid. See attached drawing of the area to be refurbished.

PREPARATION

It will be the successful bidder's responsibility to notify Public Works of the start and completion date. Pavement must be dry and free of any lose debris before paving can proceed.

APHALT MIX

Type: Hot Mix Asphalt N-70. Contractor is to apply the asphalt at a temperature between 250 and 300 degrees Fahrenheit. Contractor is to take temperature readings to assure the temperature of the asphalt is in the above mentioned parameters.

TRAFFIC MARKING

Layout and stripe as it was prior to this work. Striping is to be completed in one application, using Illinois Inspected Paint that meets or exceeds Illinois specification 1095.02, as manufactured by Imperial Coatings item # 4635 White Latex Paint and item # 4636 Yellow Latex Paint (or approved equal).

TRAFFIC CONTROL

Successful bidder will be responsible for all traffic control. Access must be provided to village employees in event of an Emergency. There is also another entity that will need to traverse our parking lot in order to get to their building. They cannot be denied access to their site.

We will require a mandatory site visit by all individuals wishing to submit a bid. Please call Ron Remus, Street Division Foreman, at 630-620-2020 to make an appointment.

Bid will be considered "nonresponsive" if this requirement is not fulfilled.

Option B

If funds permit we will add option B, see attached map, option B is approximately 10,541 square feet. We would like a price to mill, resurface and stripe this section as well.

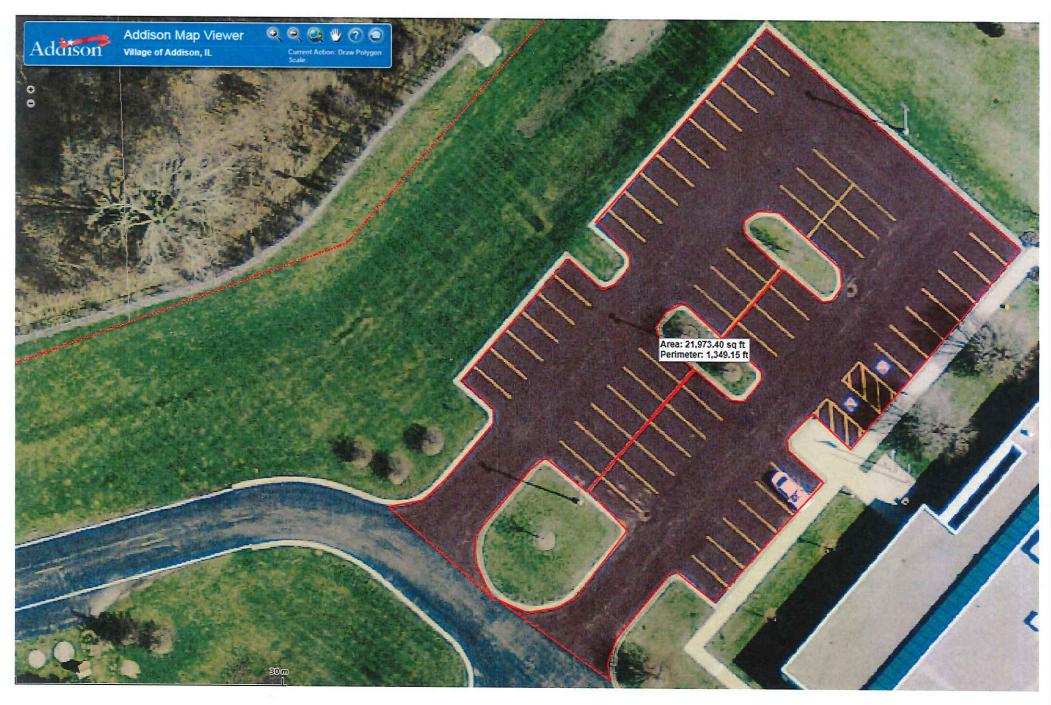
Rick Federighi,

Director of Public Works

Anna Hendrey

Purchasing Agent







BIDDER'S RESPONSE VILLAGE OF ADDISON RESURFACING OF PUBLIC WORKS PARKING LOT BID NO. 19-7-1 Page 1 of 2

Purchasing Department Village of Addison 1 Friendship Plaza Addison, IL 60101-2786

In accordance with your "Notice to Bidders, Conditions and Instructions to Bidders and Specifications" for 19-7-1, Resurfacing Public Works Parking Lot.

Cost to mill, resurface, stripe Public Works parking lot (photo marked A in the specs):

S______
Cost for Option B:

\$_____
List any exceptions below:

BIDDER'S RESPONSE RESURFACING OF PUBLIC WORKS PARKING LOT BID NO. 19-7-1 Page 2 of 2

COMPANY NAME:			
ADDRESS:			
TELEPHONE NO.:	(A C - 1-)		
	(Area Code)		
BIDDER'S SIGNAT	URE:		
PRIMARY CONTAC	CT/TITLE:		
		-Acceptance-	
Date of Board of Trus	stee Approval:		
			VILLAGE OF ADDISON, a Municipal Corporation
			By: Rich Veenstra, Mayor
			Rich Veenstra, Mayor
ATTEST:			
Lucille A. Zucchero.	Village Clerk		

Acceptance of a bid is not a binding contract. This bid becomes a contract binding upon the person, partnership or corporation, to provide services or equipment as specified, and the Village of Addison to accept these services or equipment, only when the Village approves a written contract by ordinance or motion.

CONTRACT BETWEEN THE VILLAGE OF ADDISON AND THE CONTRACTOR

This Contract is made and entered into this day of,, by and
between the Village of Addison, DuPage County, Illinois (the "Village") and
(hereinafter "Contractor"). For and in consideration of the Contract Sum, and other good and valuable
consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between
the parties hereto as follows:
1. <u>CONTRACT DOCUMENTS</u>
The "Contract Documents" shall consist of the following documents which are either attached
hereto as exhibits or are incorporated into this Contract by this reference, with the same force
and effect as if set forth at length herein:
A. This Contract, including all Exhibits and attachments;
B. Project Plans and Technical Specifications, including General Conditions and any
Special Conditions;
C. Notice Inviting Bids;
D. Instructions to Bidders;
E. Bidder's Proposal;
F. Bidding Form; and
G. Bidding Addenda Nos. (if any)
2. <u>SCOPE OF WORK</u>
Within the time for completion set forth in the Contract Documents and for the stated Contract
Price, the Contractor shall perform and provide all necessary labor, services, supervision,
materials, tools, equipment, apparatus, facilities, supplies, tools, permits, supervision, utilities
and transportation necessary to complete the Work in strict conformity with the Contract
Documents for:
[Insert Project Name] 19-7-1Resurfacing of Public Works Parking Lot

3. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the Village shall pay Contractor in accordance with the unit prices payable as set forth in the Contract Documents ("Contract Price").

4.	COMPLETION DATE The Contract Work shall be completed on or before
	IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.
	[Contractor]
	By: An Authorized Signatory
	Date:
	VILLAGE OF ADDISON
	By:Mayor

VILLAGE OF ADDISON GENERAL TERMS AND CONDITIONS

The following conditions apply to all purchases or services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

- 1. Non-Discrimination In Employment - The Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex, or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall not commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". The Contractor is referred to Ill-Rev. Stat. (1961) Ch. 48, paragraph 851 et seq. The contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, contracts and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
- 2. Prevailing Wages (if applicable) The Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act") requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less that the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Act to the extent applicable, *including but not limited to*, all wage, notice and record keeping duties."

"IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

The most recently ascertainable Prevailing Wage Rate Determination for Dupage County is attached to and incorporated in the Contract Documents. Revisions of the following prevailing wage rates are made periodically by the Illinois Department of Labor. As required by the Wage Act any and all such revisions supersede the Public body's June determination. Bidders, contractors and subcontractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor/subcontractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material

obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates."

To the extent that federal funds are used to fund the project, the Davis-Bacon Act may be applicable.

- 3. <u>Removal or Suspension of Bidders</u> The Purchasing Department may remove or suspend any bidder from the opportunity to bid for a specified period not to exceed two (2) years. The vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified time;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Addison and is financially involved in the proposed work.
- 4. <u>To Rescind a Removal or Suspension</u> The bidder may submit a written explanation of the circumstances which caused the removal or suspension, or may prove that circumstances have been corrected; on the basis of such explanation, the Purchasing Department may modify or rescind the removal or suspension.

5. Compliance to Law

- a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposals or the performance of this contract.
- b) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupational Safety Hazards Act (O.S.H.A.).

CONDITIONS FOR BIDDING

1. Bid Definitions

a) Bidding documents include the advertisement of invitation to bid, instructions to bidders, the bid form and the proposed contract documents including addenda issued prior to the receipt of bids.

- b) Addenda are 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.
- 2. <u>Bid Form</u> The bid shall be submitted on the bid form that has been provided. This form shall be completed properly and signed in ink. The bid form shall be submitted in a sealed envelope addressed to the Village of Addison and shall be identified with the bid number.
- 3. <u>Late Bids</u> Formal bids received after the specified bid opening time will not be considered and will be returned unopened.
- 4. <u>Withdrawal of Bids</u> A written request for withdrawal is required to withdraw a bid. It must be received prior to the bid opening. After the bid opening, a bid becomes a legal document and an integral part of the bid and may not be withdrawn. Requests to withdraw bids are to be directed to the attention of the Village Purchasing Agent:

Attn: Anna Hendrey Village of Addison 1 Friendship Plaza Addison, Illinois 60101

- 5. Examination of Bidding Documents Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he be in doubt as to their meaning, he shall at once, and in any event not later than ten (10) days prior to the bid due date, notify the Purchasing Agent, who will, if necessary, send written addenda to all potential bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Agent, Anna Hendrey, 630-693-7507 or ahendrey@addison-il.org. After bids are received, no allowance will be made for oversight by the bidder.
- 6. <u>Mistake in Bid and Bid Changes</u> No bid may be modified after submittal; however, if an error is made in extending a total price, the unit price will govern. Erasures on the bid form must be initialed by the bidder.
- 7. <u>Bid Binding</u> Unless otherwise specified, all bids shall be binding for sixty (60) working days following the bid opening date.
- 8. <u>Changes in Contract Documents</u> Changes or corrections may be made by the Village in the contract documents after they have been issued and before bids are received. In such case, a written Addendum describing the change or corrections 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 four (4) days prior to date established for receipt of bids.

- 9. <u>Bid Attachments</u> Bidders may attach to the bid form any descriptive material necessary to fully describe the work he proposes to furnish.
- 10. <u>Bidder's Competence</u> All bidders shall attach a list of current references to their bid form. In addition, the Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305.
- 11. <u>Bid Opening</u> At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 12. <u>Bid Award</u> The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and/or reject part(s) of any or all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.
- 13. <u>Hold Harmless Agreement</u> All bidders must sign and notarize the attached Hold Harmless agreement.

AWARD OR REJECTION OF BIDS

- 1. <u>Award or Rejection</u> Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
- a) The ability and skill of the bidder's personnel who will perform the services;
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- c) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt completion of the Village's work;
 - d) The financial resources of the bidder;
 - e) Case discounts offered;
- f) Quality, utility, suitability of work or material; the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best:
 - g) Direct, indirect and incidental costs to the Village;
 - h) Prior work completed by the contractor for the Village.
- 2. <u>Notice of Award</u> A signed contract mailed to the successful bidder within the time specified for acceptance shall be the binding contract.

CONTRACT PROVISIONS

1. <u>Subletting of Contract</u> – If any portion of the work is to be sublet, the bidder shall submit in writing to the Village for their approval, the name of the subcontractor, the portion of the work to be done, and the value of the subcontract. Any and all subcontractors shall be bound by the contract to the same terms as the general contractor. Prior to commencing work, subcontractors must place on file with the Village a certificate of insurance as outlined "Insurance".

Except as set forth hereinabove, no contract shall be assigned or any part of the same subcontracted without the written consent of the Village, but in no case shall such consent relieve the contractor from his obligation or change the terms of the contract. The contractor shall not transfer or assign any contract funds or claims due, or to become due, without the written approval of the Village having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which shall be due, or to become due, the contractor, shall cause the annulment of said transfer or assignment.

- 2. General Independent Contractor Clause – This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the contractor will be an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Illinois revenue and taxation law, the Illinois worker's compensation law, and the Illinois unemployment insurance law. The contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the contractor's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the contractor and the Village, and the Village will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
- 3. <u>Equipment and Shop Drawings</u> When equipment requires installation, bidder shall submit detailed shop drawings to the Village Manager or his designee, for his approval. Drawings shall show the characteristics of equipment and installation details.
- 4. <u>Village Supervision</u> The Village Manager, or his designee, shall have full authority over the contracted work. He will interpret specifications in the event of a dispute. He will order cessation of work for poor performance. Any work performed after order to stop will not be paid for. He shall oversee the work but not the supervision and/or training of workers. He may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additional work".
- 5. <u>F.O.B.</u> All prices must be quoted F.O.B. Addison, Illinois. Shipments shall become the property of the Village after delivery and acceptance.

- 6. <u>Delivery Schedule</u> Bid items must be delivered within thirty (30) days from the date of execution of the contract unless a specific delivery date is stated on the bid. Contract may be cancelled without obligation by the Village if delivery requirements are not met. If said contract is not cancelled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday through Friday, excluding Village holidays, between the hours of 8:00 am and 4:00 pm. Contractor is expected to ship in full truckload quantities within said thirty (30) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.
- 7. <u>Delivery</u> Bid price shall include delivery as indicated herein.
- 8. <u>Default</u> The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:
- a) If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof; or
- b) If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten (10) calendar days (or such other period as the Village may authorize in writing) after receipt of notice from the Village specifying such failure.

In the event the Board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9. <u>Alternate Materials or Equipment</u> Where specifications read "or approved equal", contractor shall direct a written description to the Purchasing Agent for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number. In addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.
- 10. <u>Bidder's Access to Procurement Information</u> All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 11. <u>Acceptance</u> Contracted work will be accepted by our Board of Trustees when the appropriate Village department, by going through the proper committee, certifies that all work was completed in accordance with the specifications.

12. Payment

- a) For services or merchandise ordered by purchase order, payment will be made to a vendor provided the service or merchandise has been properly tendered to and accepted by the Village.
- b) With respect to other purchases, depending on the circumstances, Waivers of Lien and/or original title documents or bills of sale may also be required before payment can be made.
- c) NO partial payments will be made by the Village unless agreed upon in writing between the Village and the Vendor/Service Provider.
- d) Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the first and third Mondays of the month.
- 13. <u>Reorders</u> Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14. Guarantees and Warranties

- a) All material, workmanship, services and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for a period of time specified in the bid documents, based on the date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no additional charge to the Village.
- b) All warranties for materials or equipment must be received with title before payment for same is recommended.
- 15. <u>Changes/Additional Services/Deletions</u> Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed to with the agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.
- 16. <u>Change Order Authorization</u> No change orders, which would increase the price of the contract by more than \$5,000.00, shall be permitted without the <u>prior</u> approval of the Board of Trustees of the Village of Addison. Any requests for change orders shall first be submitted to the administrating department within five (5) days, who shall promptly thereafter forward any change orders, requiring Village Board approval, to the Board. No work pertaining to said change orders shall proceed without Board approval.

17. <u>Insurance</u> – Contractor shall maintain 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, as well as automobile liability insurance. Successful bidder must be covered for the following requirements prior to receiving a contract with the Village:

a)	Comprehensive general liability	. \$1,000,000
	General Aggregate	. \$2,000,000

b) Automobile Liability

c) Workers Compensation...... State of Illinois
Statutory Limits

d) Errors and Omissions

(Engineering or Architectural only) Legal Limits

The bidder's insurance policies, as outlined above, shall provide coverage to the Village of Addison for any and all claims arising out of the contractual obligation; further the Village's policies shall name the Village of Addison as primary non-contributory additional insured, and with original endorsements affecting coverage required by this clause. The Village reserves the right to request full certified copies of any insurance. Policy coverage shall contain no special limitations on the scope of protection afforded to the municipality, its agents, employees, or volunteers. Evidence of coverage must be presented to the Village, with bid, as provided in the bid specifications.

Coverage shall state that contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought. Any failure to comply with reporting provisions or any policy shall not affect coverage provided to the municipality, its agents, or employees.

If this insurance is written on the Comprehensive General Liability Policy Form, the certificates shall be ACORD25, Certificate of Insurance. If this insurance is written on a Commercial General Liability Policy Form, ACORD 25-S form will be acceptable. In Form ACORD 25 and 25-S, strike out (delete) in the cancellation provision, the following words: "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".

It is mandatory for the Village Manager, or his designee, to be notified if the CONTRACTOR fails to pay the premium for the above-required coverages.

Insurer shall agree to waive all rights of subrogation against the municipality, its agents, and employees.

The insurance carrier of the bidder shall provide a minimum of thirty (30) days written notice to the Village Manager, or his designee, before insurance limits and scope of coverage are materially altered or insurance protection is cancelled.

All insurance Contracts must maintain a Best's rating of A: Class VI or better.

No contract shall be approved by the Village, nor shall the contractor commence any work under this contract until he has submitted evidence of compliance with the above-insurance requirements.

- 18. <u>Subcontractors</u> Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements stated under "Insurance".
- 19. <u>Removal of Spoils/Debris</u> When work involves spoils and/or debris which is not hauled or removed by vendor's own equipment, a private scavenger must be used. **The Village requires the use of Republic Services, Inc., exclusively.**
- 20. <u>Contract Termination</u> The contract may be terminated by the mutual agreement of both parties, upon written request. Said termination will take effect no more than thirty (30) days after acceptance of request.

The Village reserves the right to extend any and all contracts based on mutual, written agreement between the vendor and the Village.

Should this contract be on a multi-year basis, all years, after the initial one, will be contingent upon subsequent funding by the Village Board. At all times, written notice will be given to vendor prior to such actions.

- 21. <u>Liquidated Damages</u> The time of completion of the delivery of these materials in the essence of this contract. Should the contractor neglect, refuse, or fail to complete the contract, after giving effect to extensions of time, if any herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Village shall have the right to deduct from and retain out of such monies which may then be due, or which may become due and payable to the contractor the sum of \$250.00 per day for each and every day that such contract is delayed in its completion beyond the estimated time, as liquidated damages and not as penalty. If any such monies are due and owing to the Village after such deductions, liquidated damages shall not relieve the contractor or his sureties from any other obligations under this contract..
- 22. <u>Internet Viewing</u> All items that are currently available for bid will be posted on the Village of Addison website <u>www.addisonadvantage.org</u>. By registering on the Village's website, bidders may view and download the bid documents. Addendums, if issued, will be posted on the website. It is the responsibility of the vendor to view said site prior to bid submittal to insure review of all current specifications and/or addendas, if any.

NOTE: No bids shall be accepted via e-mail (see item #2, Bid Form under "Conditions and Instructions to Bidders").

The party authorized to execute the above certification is the Village of Addison.

VILLAGE OF ADDISON CONTRACTOR'S CERTIFICATION

- (1) Pursuant to P.A. 85-1295 (720 ILCS 5/33E-1 *et seq.*) the undersigned contactor hereby certifies to the Village of Addison that the contractor is not barred from bidding on the contract as a result of violation of either Section 33 E-3 or 33-4 or 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.

Dated:		
	(Compa	any)
	(Mailine	Address)
	(IVIannie	, riddress)
	(Area Code)	(Phone Number)
	Primary Contact (Signature), Title

VILLAGE OF ADDISON FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH

NOTE:

THE SIGNED CONTRACT FORM. NO CONTRACTS WILL BE ACCEPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ADDISON UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE CONTRACT. (Name) being first duly sworn, deposes and says that he/she is the (Title) (Name of Company) and that he/she has authority to make the following affidavit; that he/she has knowledge of the Village of Addison Bid Specifications and Documents relating to Fair Employment Practices and knows and understands the contents thereof: that he/she certifies hereby that it is the policy of (Name of Company) to recruit, hire, train, upgrade, promote and discipline its employees without regard to race, color, creed, religion, age, sex, or physical or mental handicap; and that the Company has and enforces policies which prohibit sexual harassment in the workplace. (Signature) SUBSCRIBED and sworn to before me this ______day of _______, _____ (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.

BY:	 	
ATTEST: _	 	
DATE:		

ACKNOWLEDGED AND AGREED TO:

VILLAGE OF ADDISON ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE

	, being
first duly sworn, deposes a	(Bidder's Name)
ilist duly sworll, deposes a	nd says.
That he/she is	
	(Partner, Officer, Owner, etc.)
	(Contractor)
collusive, or sham; that sai directly or indirectly, with bidding, and has not in any collusion, or communication of said bid, or that of any of	going proposal or bid, that such bid is genuine and not debidder has not colluded, conspired, connived or agreed, any bidder or person, to put in a sham bid or to refrain from manner, directly or indirectly, sought by agreement or on or conference with any person; to fix the bid price elementation of the bidder, or to secure any advantages against any other ested 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)
The above statements must Subscribed and sworn to	t be subscribed and sworn to before a notary public.
Thisd	lay of
	Bidder's Name
(Notary Public)	

VILLAGE OF ADDISON INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Addison, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Addison, its officials, agents and employees, arising in whole or in part of in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result in therefore, except that arising out of the sole legal cause of the Village of Addison, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Addison, 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 Addison, 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 Addison 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 extent shall have been furnished to the satisfaction of the Village of Addison.

		CONTRACTOR:
ATTEST:		
ATTEST.		
	(Notary Public)	

REFERENCES-GENERAL

1.	Name:
	Address:
	Telephone #: (Area Code)
	Contact:
2.	Name:
	Address:
	Telephone #: (Area Code)
	Contact:
3.	Name:
J.	Address:
	Telephone #: (Area Code)
	Contact:
4.	Name
⊣.	Name:Address:
	Telephone #: (Area Code)
	Contact:
5.	
	Name:
	Address: Telephone #: (Area Code)
	Contact:

REFERENCES-PUBLIC BODY

Please list all Public Bodies you have performed work for in the last five years.

1.	Name:
	Address:
	Telephone #: (Area Code)
	Contact:
2.	Name:
	Address:
	Telephone #: (Area Code)
	Contact:
3.	Name:
·	Address:
	Telephone #: (Area Code)
	Contact:
4.	Name:
	Address:
	Telephone #: (Area Code)
	Contact:
5.	Name:
	Address:
	Telephone #: (Area Code)
	Contact:

Bidder Contact Information

PLEASE LET US KNOW WHO WE SHOULD CONTACT REGARDING THIS BID.

Please attach business card here

IF YOU DO NOT HAVE A BUSINESS CARD, PLEASE <u>TYPE</u> YOUR INFORMATION BELOW:

Company Name:		
Company Address:		
City:	State:Zip Code:	
Name of Contact Person:		
Title:	Phone Number:	
E-mail:		

VILLAGE OF ADDISON PROOF OF INSURABILITY

(COI		lame)	
	ntractor's N	rame)	
	(Address)		
I, being duly sworn, do hereby acknow herein and agree that the above bidder specifications.	-		-
Subscribed and sworn to before me this	sd	ay of	, 20
S	Signed:		gent)
		(Authorized A	gent)
D	Date:		
Ir	nsurance Co	ompany:	
_			
Α	Address:		
_			

VILLAGE OF ADDISON CERTIFICATE OF INSURANCE/EXPLANATION

An original Certificate of Insurance form must be followed as shown, with no exceptions.

- 1. The companies affording coverages are shown with their complete name.
- 2. The policy numbers and dates are correct.
- 3. The verbiage in the "Cancellation" box is crossed out.
- 4. The "Description of Operations/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions" box on the form has the exact verbiage as on the example.
- 5. Carriers must maintain a Best's rating of "A" with a "Class VI" or better.
- 6. Insurance coverage shall be in force for the duration of said project.
- 7. Subcontractors are to comply with all above requirements.

If you have any questions regarding the above, please contact the Village Purchasing Agent at (630) 693-7507.

A	Ć	CERTIFI	CATE OF LIA	ABIL	ITY IN	ISURANCI	E	D	ATE (MM/DD/YYYY)
PRO	DUCE	3			AND CO	NFERS NO RIGHT CATE DOES NO	IED AS A MATTER OF IN S UPON THE CERTIFICA T AMEND, EXTEND THE POLICIES BELOW	ATE OR	HOLDER. THIS
					INSURER	S AFFORDING CO	VERAGE		NAIC #
INSURED			INSURER A:				10,40 #		
					INSURER B:				
				INSURER C:					
					INSURER D:				
					INSURER E:				
T A P	HE PO NY RI ERTA	AGES DLICIES OF INSURANCE LISTED BELC EQUIREMENT, TERM OR CONDITION (IN, THE INSURANCE AFFORDED BY T ES. AGGREGATE LIMITS SHOWN MA)	OF ANY CONTRACT OR OT THE POLICIES DESCRIBED	THER DO HEREIN	CUMENT WI' IS SUBJECT	TH RESPECT TO WH	ICH THIS CERTIFICATE MAY	BE I	SSUED OR MAY
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER		Y EFFECTIVE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMI	TS	
		GENERAL LIABILITY		DAIL	(MINI/DD/11)	DATE (MIMI/DD/11)	EACH OCCURENCE	\$	
A	\boxtimes	COMMERICAL GENERAL LIABILITY					DAMAGE TO RENTED	\$	
		CLAIMS MADE OCCUR					PREMISES (Ea occurrence) MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
		GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	
		POLICY PROJECT LOC						\$	
В	\boxtimes	AUTOMOBILE LIABILITY ANY AUTO					COMBINED SINGLE LIMIT (Each Occurrence)	\$	
		ALL OWNED AUTOS SCHEDULED AUTOS					BODILY INJURY (Per person)	\$	
		HIRED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
		GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$	
		ANY AUTO					OTHER THAN EA ACC	\$	
							AUTO ONLY: AGG	\$	
		EXCESS/UMBRELLA LIABILITY					EACH OCCURRENCE	\$	
		OCCUR CLAIMS MADE					AGGREGATE	\$	
		DEDUCTIBLE						\$	
		RETENTION \$						\$	
		WORKERS COMPENSATION AND					WC STATU- OTH-	Ψ	
C	\boxtimes	EMPLOYERS' LIABILITY					TORY LIMITS L ER		
		ANY PROPRIETOR/PARTNER/EXECU- TIVE OFFICER/MEMBER EXCLUDED?					E.L. EACH ACCIDENT	\$	
		If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
		OTHER							
DES	CRIPT	ION OF OPERATIONS / LOCATIONS / VEHIC	FS / FXCI USIONS ADDED BY	FNDORSE	FMENT / SPEC	IAI PROVISIONS			
Ac	lditi	onal Insureds are added to d as required by signed wr	the GL primary/ne	oncon	tributory	w/respect to v	vork performed by t	he i	named
CE	RTIF	ICATE HOLDER			CANCELI	LATION			
Village of Addison 1 Friendship Plaza Addison, IL 60101			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.						
					AUTHORIZED	REPRESENTATIVE			

VILLAGE OF ADDISON 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 Addison 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 contractor's workplace.
- 2. Specifying the actions that will be taken against employees for violations 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 Addison of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 - 1. Establishing a drug-free awareness program to inform the 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.
 - d) The penalties that may be imposed upon employees for drug violations.
 - 2. Making it a 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 Addison within 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 "the 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.
	de by this certification shall subject the contractor to the penalties provided Free Workplace Act".
Contractor's S	Signature
Date	
(No	otary Public)

Village of Addison

Certified Payroll for Public Works Projects

Dear Contractor/Subcontractor,

As you may know, the Governor signed into law Public Act 94-0515 amending the Prevailing Wage Act. Effective August 10, 2005, all contractors and their subcontractors who are engaged in public works project must provide a certified monthly payroll report either in person, by mail or electronically for our records.

Please refer to the attached exhibits.

Village of Addison

Wage Rates

Each CONTRACTOR or 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 classifications of labor employed in compliance with 820 ILCS 130/1 et seq., as now existing or hereafter amended.

In accordance with 820 ILCS 130/5, The Contractor and each subcontractor shall make and keep, for a period of not less than 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, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Village. 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 and 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 2 business days' notice, the contractor and each subcontractor shall make available for inspection for the records to the Village, 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.

See, Certified Payroll forms and instructions attached.

Village of Addison Contractor/Subcontractor

VILLAGE OF ADDISON Contractor/Subcontractor Monthly Report Cover Sheet

Contractor/Subcontractor
Name:
Project Description - Bid number of physical description and/or area where work is
being done:
Dates of Work Covered By this Report:
Name of the Person Making the Report:
Telephone Number:
Reporting Person's Title:
All reports here-in are to be forwarded to:
Attn: Roseanne Benson, Finance Director Village of Addison
1 Friendship Plaza
Addison, IL 60101

* The attached reports are to be in complete compliance with the Illinois Consolidated Statute 820.I.L.C.S. 130/5.

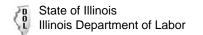
630-543-4100

INSTRUCTIONS FOR COMPLETING IDOL'S CERTIFIED TRANSCRIPT OF PAYROLL FORM. THIS FORM MUST BE COMPLETED AND SUBMITTED FOR ALL WORK ON PROJECTS COVERED BY THE PREVAILING WAGE ACT.

- 1. Complete all items contained on the form pertaining to the project.
- Please note that pertinent information is required on the second sheet including the full legal and correct name of the contractor/subcontractor as well as fringe benefit information where contributions are not made to a fringe benefit fund that is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act. It is IMPERATIVE that the AFFIDAVIT information on page 2 be completed in its ENTIRETY including SIGNATURE. The second sheet including affidavit must accompany every certified transcript of payroll.
- Please note that ALL hours worked during the week (Prevailing Wage "PW" and Non Prevailing Wage "N") have to be recorded.
- 4. If a contractor pays into a fringe benefit fund for such fringe benefits as health insurance, pension, 401(k), and/or vacation fund, for which the contractor/subcontractor wants to take credit and the fund is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act, place the letter "F" behind the hourly rate. If contributions for fringe benefits for which you seek credit are not paid to a fringe benefit fund that is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act, then 1) the name and address of the benefit fund, 2) the plan sponsor of each benefit if applicable, and 3) the plan administrator of each benefit must be included on the certified transcript of payroll in the place indicated on page 2.
- 5. If a contractor/subcontractor wants to take credit for contributions for fringe benefits and contributions are not made on a per hour worked basis for all hours worked, then the contractor must convert the rate of contribution to an annualized per hour rate for purpose of reporting. The annualized rate is calculated by dividing the total amount of contributions by the total hours worked (including all hours worked both prevailing and non prevailing wage work) during the twelve month period ending with the month preceding the month in which the work was performed for which the certified transcript of payroll is being completed. If employees make co-payments for benefits, the contractor/subcontractor's contributions cannot include the employee co-pays in the calculation. The only amount that may be included in the calculation of the contractor's contributions is the net amount (amount of contractor contribution not including employee co-pays).
- 6. Credit for fringe benefits cannot exceed the sum of the hourly rate of all the fringe benefits set forth in the schedule for the appropriate classification and amounts in excess of the total cannot be used as an off-set to the required amount to be paid in wages.
- 7. Contributions for training may only be credited where the contributions are made to apprenticeship and training programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training. An apprentice rate where applicable may only be paid for those persons in programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training.
- 8. The items requested under the heading, "Contract Information", help to correctly identify the project. If a Contract or Project Number is not known please do your best to secure the information. The information requested for "Project" and "Project Location" should always be completed.
- 9. No later than the 15th of each calendar month following a month in which construction on the project has occurred, a contractor/subcontractor must file a certified payroll with the public body in charge of the project.
- 10. The contractor/subcontractor must maintain the original copies of all Prevailing Wage and Non-Prevailing Wage time and payroll records required under the Prevailing Wage Act and which will verify the information contained in this form for a period of five years.

You are invited to visit IDOL'S web site at http://labor.illinois.gov for more detailed information regarding application of the Prevailing Wage Act.

PLEASE NOTE: THE SUBMISSION OF FALSIFIED CERTIFIED TRANSCRIPT OF PAYROLL IS A CRIMINAL OFFENSE. IN ADDITION FILING A FALSIFIED CERTIFIED PAYROLL CONSTITUTES A VIOLATION OF THE PREVAILING WAGE ACT AND THE SUBMISSION OF FALSE RECORDS AND/OR THE FAILURE TO MAINTAIN THE RECORDS REQUIRED UNDER THE ACT CAN RESULT IN A NOTICE OF VIOLATION AND SUBSEQUENT DEBARMENT ON ALL PUBLIC WORKS FOR A PERIOD OF UP TO FOUR YEARS.



Public Works Contractor Information Form

This form constitutes an official certification of wages and benefits paid to workers, laborers, and mechanics working on the public works projects identified below.

Note: Use Separate Page (add page) to Provide Information for Each Project Subcontractor.

Contractor and/or Subcontractor County where work was performed: Are you signatory to union contract? Yes No (Contact Name) (Company Name) Are you a member of a Contractor's Association? Yes No If yes, which one? (Street Address) (City) Does Association negotiate contract on your behalf? Yes No (State) (Zipcode) (Telephone Number) Date of Project. From: Name of project: Type of construction: Building Highway Work performed for: (Public Body Name) (Public Body Address) Trade Total ST Total OT Basic Hourly M-F SAT SUN/HOL Hourly Hourly Hourly Hourly H/W Pension Classification Hours Hours Rate OT OT OT Vacation Training Foreman Classification

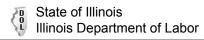
<u>Total Hours</u> - Include total hours worked in each classification when total benefit packet is the same. If not the same, use separate line for each. <u>Overtime Wages</u> - Indicate overtime as 1.5 (time and one-half), 2.0 (double time).

Hourly Benefits - List hourly amounts paid on behalf of the employees ABOVE their <u>basic hourly wage</u> toward pension, medical insurance (H/W), and vacation. Do not include any amounts which are DEDUCTED from their wages.

** Combined Pension and Annuity

The undersigned hereby certifies that the information provided herein is correct.

Date	Signature	



Certified Transcript of Payroll

IDOL Case File Number:	Payroll Start:							Payroll End:							
		Contractor and/or Subcontractor							Public Body Information						
(Contract Number)		(Com _l	pany Name)		(C	Contact Nam	ne)	(I	Public Body Na		(Contact Name)			
(Project Number)			(Street Ad	dress)			(Ci	ity)	-	(Street A		(City)			
(Project Location)	(Stat		code)		·	one Numb			(State)	(Zipcode)		(Telephone			
	Re	eport Hours	s for Eac	h Day, Ir	ncluding	Overtim	e Hours,	List Hou	rly Prevailing V	lage Rate	and Hourly F	ringe Ben	efits Allotr	nents.	
Worker Name, Address Last Four of SSN & Telephone Number		SUN	* MON	Hours work	ked each d	ay THR	FRI	SAT	Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Gross	/ Period Net	
	F	PW PW													
		N													
Labor Classification		Hourly Fring	ge Benefit:	Pensior	ո։		Health/	/Welfare:		Vacation:		Training	g:		
	F	PW PW													
		N													
Labor Classification		Hourly Fring	ge Benefit:	Pensior	ո։		Health,	/Welfare:		Vacation:		Training	g:		
	F	PW PW													
		N													
Labor Classification		Hourly Fring	ge Benefit:	Pensior	ո։		Health/	/Welfare:		Vacation:		Training	g:		

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see Instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

*PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked

Page __ of __

Certified Transcript of Payroll



AFFIDAVIT

Weekly Statement of Compliance

Date:
I,
(name signatory party)
, do
hereby state: that I pay or supervise the payment of the persons employed on the public works project ;
(name of project) that during the payroll period commencing on the
day of , ,
(day) (month) (year)
paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
(name of contractor or subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborers or mechanic conform to the work he/she performed.
Signature
Digital Signature

Health Fund
Health Address
Health Sponsor
Health Admin
Pension Fund
Pension Address
Pension Sponsor_
Pension Admin
401(k) Fund
401(k) Address
401(k) Sponsor
401(k) Admin
Vacation Fund
Vacation Address
Vacation Sponsor
Vacation Admin

FRINGES

SUBCONTRACTORS Attach explanation of Monies paid, copy of contract of billing, or other pertinent information. Company Name: Contact Person: (Address) (City) (State) (zipcode) Telephone Number: Company Name: Contact Person: (Address) (City) (State) (zipcode) Telephone Number: Company Name: Contact Person: (Address) (State) (City) (zipcode) Telephone Number: Company Name: _____ Contact Person: (Address) (State) (City) (zipcode)

Telephone Number:

Effective Date County	Trade Title	Region	Туре	Class	Base Wage Fo	oreman V O	TM-F (OT Sa	OT Su	OT Ho	I H/\	V	Pension	Vacation	Training	Other Fringe Benefit
11/23/2018 DuPage	ASBESTOS ABT-GEN	All	ALL		42.72	43.72	1.5	1.	.5	2	2	14.9	12.57	0	0.72	0
11/5/2018 DuPage	ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.	.5	2	2	12.92	11.82	0	0.72	0
8/15/2018 DuPage	BOILERMAKER	All	BLD		49.46	53.91	2		2	2	2	6.97	20.41	0	0.4	0
11/16/2018 DuPage	BRICK MASON	All	BLD		46.19	50.81	1.5	1.	5	2	2	10.65	17.92	0	0.92	0
1/11/2019 DuPage	CARPENTER	All	ALL		47.35	49.35	1.5	1.	5	2	2	11.79	20.41	0	0.63	0
4/5/2019 DuPage	CEMENT MASON	All	ALL		45.25	47.25	2	1.	.5	2	2	14.25	18.03	0	1.1	0
8/15/2018 DuPage	CERAMIC TILE FNSHER	All	BLD		39.56	39.56	1.5	1.	.5	2	2	10.75	12.02	0	0.77	0
11/5/2018 DuPage	COMMUNICATION TECH	All	BLD		33.82	36.62	1.5	1.	.5	2	2	12.35	20.39	1.89	0.68	0
8/15/2018 DuPage	ELECTRIC PWR EQMT OP	All	ALL		42.59	57.95	1.5	1.	5	2	2	5.75	13.21	0	0.75	0
8/15/2018 DuPage	ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.	.5	2	2	5.5	12.87	0	0.73	
4/5/2019 DuPage	ELECTRIC PWR GRNDMAN	All	ALL		32.86	57.95	1.5	1.	.5	2	2	5.75	10.2	0	0.58	0
8/15/2018 DuPage	ELECTRIC PWR GRNDMAN	ALL	HWY		32	56.38	1.5	1.	.5	2	2	5.5	9.92	0	0.66	
10/26/2018 DuPage	ELECTRIC PWR LINEMAN	All	ALL		51.06	57.95	1.5	1.	.5	2	2	5.75	15.85	0	0.9	0
8/15/2018 DuPage	ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.	.5	2	2	5.5	15.4	0	0.88	
8/15/2018 DuPage	ELECTRIC PWR TRK DRV	All	ALL		34.03	57.95	1.5	1.	.5	2	2	5.75	10.55	0	0.6	0
8/15/2018 DuPage	ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.	.5	2	2	5.5	10.29	0	0.59	
11/5/2018 DuPage	ELECTRICIAN	All	BLD		40.5	44.5	1.5	1.	.5	2	2	12.35	23	5.25	0.75	0
4/5/2019 DuPage	ELEVATOR CONSTRUCTOR	All	BLD		54.85	61.71	2		2	2	2	15.43	9.71	4.38	0.61	0
4/5/2019 DuPage	FENCE ERECTOR	NE	ALL		40.88	42.88	1.5	1.	5	2	2	13.59	14.5	0	0.65	0
8/15/2018 DuPage	FENCE ERECTOR	W	ALL		45.06		1.5	1.	.5	1.5	1.5	10.52	20.76	0	0.7	0
2/8/2019 DuPage	GLAZIER	All	BLD		43.85	45.35	1.5		2	2	2	14.17	21.11	0	0.94	0
11/5/2018 DuPage	HT/FROST INSULATOR	All	BLD		50.5	53	1.5	1.	.5	2	2	12.92	13.16	0	0.72	0
8/15/2018 DuPage	IRON WORKER	E	ALL		48.33	51.83	2		2	2	2	14.15	23.28	0	0.35	0
4/5/2019 DuPage	IRON WORKER	W	ALL		45.84	49.51	2		2	2	2	11.77	22.9	0	0.83	0
4/5/2019 DuPage	LABORER	All	ALL		42.72	43.47	1.5	1.	.5	2	2	14.9	12.57	0	0.72	0
8/15/2018 DuPage	LATHER	All	ALL		47.35	49.35	1.5	1.	.5	2	2	11.79	20.41	0	0.63	0
8/15/2018 DuPage	MACHINIST	All	BLD		48.38	50.88	1.5	1.	.5	2	2	7.23	8.95	1.85	1.47	0
8/15/2018 DuPage	MARBLE FINISHERS	All	ALL		34.65	47.7	1.5	1.	.5	2	2	10.65	16.46	0	0.49	0
8/15/2018 DuPage	MARBLE MASON	All	BLD		45.43	49.97	1.5	1.	.5	2	2	10.65	17.39	0	0.61	0
4/5/2019 DuPage	MATERIAL TESTER I	All	ALL		32.72	32.72	1.5	1.	.5	2	2	14.9	12.57	0	0.72	0
10/26/2018 DuPage	MATERIALS TESTER II	All	ALL		37.72	37.72	1.5	1.	.5	2	2	14.9	12.57	0	0.72	0
4/5/2019 DuPage	MILLWRIGHT	All	ALL		47.35	49.35	1.5	1.	.5	2	2	11.79	20.41	0	0.63	0
2/15/2019 DuPage	OPERATING ENGINEER	All	BLD	:	1 51.1	55.1	2		2	2	2	19.65	15.1	2	1.4	0
2/15/2019 DuPage	OPERATING ENGINEER	All	BLD	:	2 49.8	55.1	2		2	2	2	19.65	15.1	2	1.4	0
8/15/2018 DuPage	OPERATING ENGINEER	All	BLD	:	3 47.25	55.1	2		2	2	2	19.65	15.1	2	1.4	0
4/5/2019 DuPage	OPERATING ENGINEER	All	BLD	4	4 45.5	55.1	2		2	2	2	19.65	15.1	2	1.4	0
8/15/2018 DuPage	OPERATING ENGINEER	All	BLD	!	5 54.85	55.1	2		2	2	2	19.65	15.1	2	1.4	0
8/15/2018 DuPage	OPERATING ENGINEER	All	BLD	(5 52.1	55.1	2		2	2	2	19.65	15.1	2	1.4	0
4/5/2019 DuPage	OPERATING ENGINEER	All	BLD		7 54.1	55.1	2		2	2	2	19.65	15.1	2	1.4	0
11/9/2018 DuPage	OPERATING ENGINEER	All	FLT		38	38	1.5	1.	.5	2	2	18.8	14.35	2	1.3	0
12/28/2018 DuPage	OPERATING ENGINEER	All	HWY	:	1 49.3	53.3	1.5	1.	.5	2	2	19.65	15.1	2	1.4	0
11/9/2018 DuPage	OPERATING ENGINEER	All	HWY		2 48.75	53.3	1.5	1.	.5	2	2	19.65	15.1	2	1.4	0
11/9/2018 DuPage	OPERATING ENGINEER	All	HWY	:	3 46.7	53.3	1.5	1.	.5	2	2	19.65	15.1	2	1.4	0
8/15/2018 DuPage	OPERATING ENGINEER	All	HWY		4 45.3	53.3	1.5	1.		2	2	19.65	15.1	2	1.4	
11/9/2018 DuPage	OPERATING ENGINEER	All	HWY	!	5 44.1	53.3	1.5	1.	.5	2	2	19.65	15.1	2	1.4	0
8/15/2018 DuPage	OPERATING ENGINEER	All	HWY		5 52.3	53.3	1.5	1.		2	2	19.65	15.1	2	1.4	
11/9/2018 DuPage	OPERATING ENGINEER	All	HWY		7 50.3	53.3	1.5	1.		2	2	19.65	15.1	2	1.4	0
8/15/2018 DuPage	ORNAMNTL IRON WORKER	E	ALL		48.05	50.55	2		2	2	2	14.09	20.59	0	1.25	0
8/15/2018 DuPage	ORNAMNTL IRON WORKER	W	ALL		45.06	48.66	2		2	2	2	10.52	20.76	0	0.7	
4/5/2019 DuPage	PAINTER	All	ALL		45.28	47.28	1.5	1.		1.5	1.5	11.55	8.2	0	1.35	0
8/15/2018 DuPage	PAINTER SIGNS	All	BLD		38.2	43.25	1.5	1.		2	2	2.6	3.25	0	0	
8/15/2018 DuPage	PILEDRIVER	All	ALL		47.35	49.35	1.5	1.	.5	2	2	11.79	20.41	0	0.63	0

11/16/2018 DuPage	PIPEFITTER	All	BLD		48.5	51.5	1.5	1.5	2	2	10.05	18.85	0	2.54	0
11/5/2018 DuPage	PLASTERER	ALL	BLD		43.25	45.85	1.5	1.5	2	2	14.25	16.69	0	1.45	0
10/26/2018 DuPage	PLUMBER	All	BLD		50.25	53.25	1.5	1.5	2	2	14.34	14.42	0	1.31	0
4/5/2019 DuPage	ROOFER	All	BLD		43.65	47.65	1.5	1.5	2	2	9.73	12.44	0	0.53	0
12/14/2018 DuPage	SHEETMETAL WORKER	All	BLD		48.02	50.42	1.5	1.5	2	2	10.75	16.19	0	1.03	3.5
4/5/2019 DuPage	SPRINKLER FITTER	All	BLD		48.1	50.6	1.5	1.5	2	2	13.25	15.9	0	0.55	0
8/15/2018 DuPage	STEEL ERECTOR	Ε	ALL		42.07		2	2	2	2	13.45	19.59	0	0.35	0
8/15/2018 DuPage	STEEL ERECTOR	W	ALL		45.06	48.66	2	2	2	2	10.52	20.76	0	0.7	
8/15/2018 DuPage	STONE MASON	All	BLD		46.19	50.81	1.5	1.5	2	2	10.65	17.92	0	0.92	0
11/16/2018 DuPage	TERRAZZO FINISHER	All	BLD		41.54	44.54	1.5	1.5	2	2	10.75	13.71	0	0.86	0
11/16/2018 DuPage	TERRAZZO MASON	All	BLD		45.38	48.88	1.5	1.5	2	2	10.75	15.17	0	0.89	0
8/15/2018 DuPage	TILE MASON	All	BLD		46.49	50.49	1.5	1.5	2	2	10.75	14.99	0	0.9	0
4/5/2019 DuPage	TRAFFIC SAFETY WRKR	All	HWY		36	37.6	1.5	1.5	2	2	8.9	9.27	0	0.25	0
4/5/2019 DuPage	TRUCK DRIVER	All	ALL	1	37.61	38.16	1.5	1.5	2	2	9.08	11.36	0	0.15	0
4/5/2019 DuPage	TRUCK DRIVER	All	ALL	2	37.76	38.16	1.5	1.5	2	2	9.08	11.36	0	0.15	0
4/5/2019 DuPage	TRUCK DRIVER	All	ALL	3	37.96	38.16	1.5	1.5	2	2	9.08	11.36	0	0.15	0
4/5/2019 DuPage	TRUCK DRIVER	All	ALL	4	38.16	38.16	1.5	1.5	2	2	9.08	11.36	0	0.15	0
10/26/2018 DuPage	TUCKPOINTER	All	BLD		46	48	1.5	1.5	2	2	8.34	16.81	0	0.93	0

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT CERTIFICATION

being	
first and duly sworn, deposes and sa	ays:
That he is	of
(Partr	ner, Officer, Owner, etc.)
(Co	ontractor)
The undersigned hereby agrees tha	at, to the extent required by the Employment of
Illinois Workers on Public Works Ac	ct (30 ILCS 570/1 et seq.), as now existing or hereafter
amended, the undersigned shall co	mply with the Illinois labor employment
requirements as set forth in the Ac	t.
	(Name of Contractor, if Contractor is an Individual) (Name of Partner, if Partner is a Partnership) (Name of Officer, if Contractor is a Corporation)
The above statements must be subscribed and sworn to	cribed and sworn to before a notary public.
Thisday of	·
By	
	_
(Notary Public)	

VILLAGE OF ADDISON CONTRACTOR AND SUBCONTRACTOR SUBSTANCE ABUSE PREVENTION POLICY

Pursuant to P.A. 95-0635 (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 P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

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. A certification form is attached and must be completed by the Contractor and each Subcontractor to this Contract.

VILLAGE OF ADDISON

Re: Substance Abuse Prevention Program

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in 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 (Name of public body) as follows:

[Complete either A or B below]

A.	contracting entity has signed	tive of the Contractor/Subcontractor certifies that the d collective bargaining agreements that are in effect that deal with the subject matter of Public
		Contractor/Subcontractor
		Name of Authorized Representative (type or print)
		Title of Authorized Representative (type or print)
Date:		Signature of Authorized Representative
В.	contracting entity has in pla- bargaining agreement that d	tive of the Contractor/Subcontractor certifies that the ce for all of its employees not covered by a collective eals with the subject of the Act, the attached program that meets or exceeds the requirements of
		Contractor/Subcontractor
		Name of Authorized Representative (type or print)
		Title of Authorized Representative (type or print)
Date:		Signature of Authorized Representative