



Request for Proposals

RFP # 20-11-1

AWIA Risk & Resilience/Emergency Response Plan

Deadline to submit proposals:

Monday, November 30, 2020 4:00 pm CST

Please submit proposals to the below address.

Village of Addison

Attn: Anna Hendrey, Purchasing Agent

1 Friendship Plaza

Addison, IL 60101

(630) 693-7507

Request for Proposals

Village of Addison, Illinois

AWIA Risk & Resilience/Emergency Response Plan

RFP# 20-11-1

A. GENERAL

The Village of Addison is seeking to retain the services of a qualified and experienced Consultant to prepare and submit a comprehensive Risk and Resilience Assessment (RRA) and Emergency Response Plan for all aspects of the water pumping and distribution systems. The selected Consultant will be responsible for conducting a Risk and Resilience Assessment (RRA) per the requirements of the America's Water Infrastructure Act of 2018 (AWIA).

The Village of Addison has 180 miles of water main, with portions dating back to 1924. The earliest main was lead joint sand cast, followed by cast iron mechanical joint, and then ductile iron push joint. We have about 4.5 miles of C-900 or Blue Brute water main. The sizes of pipe range from 4 inch to 14 inch. We enacted an annual water main replacement program in 1989.

Water system facilities include:

- Raw Water Supplies- this would include our remaining six wells, their buildings and all their operating equipment.
- Our five Pressure Adjusting stations, all of their buildings and operating equipment.
- Two Booster pump stations (Fullerton and Chestnut), their buildings and their equipment. Within these two facilities there are seven high speed service pumps and motors all operated by VFD's, and associated equipment.
- Five water towers:
 1. Swift Road 1.5 million gallon, steel fluted hydropillar
 2. Golden Gate 750,000 gallon, steel fluted hydropillar
 3. Vista standpipe 2 million gallon, steel tank with a 1450 gpm high speed service pump
 4. Chestnut 1.5 million gallon, concrete ground storage tank
 5. Fullerton 1 million gallon, steel ground storage tank

Each year we have budgeted funds to replace inferior water main. We have roughly 2400 fire hydrants all with auxiliary valve. The Village has approximately 10,500 metered customers. Our meters are all encoded and were installed between 1991 and 1997. In 2001 we added an Itron fixed-base automated reading system with three village-wide collectors, in lieu of going house to house. A plan to replace all meters and readers is scheduled to begin in 2021.

For all section's, if the consultant feels the scope of work proposed should be different, consultant should propose their preferred alternative(s). Be sure to point out where your proposed scope varies and why.

B. SCOPE

The scope for the project has been divided into the following five tasks:

1. Risk Setting
2. Water Main Replacement Rate Analysis
3. Water Main Prioritization Analysis
4. Risk and Resiliency Assessment Report
5. Emergency Response Plan

Task 1 – Risk Setting

The purpose of the risk setting subtask is to clearly define VILLAGE requirements, expectations, and acceptable level of risk to direct the project to meet those requirements.

For this subtask, Consultant will provide the following SERVICES:

1. Conduct a project kick-off meeting conference call with key representatives of the Village and Consultant.
2. Provide report summarizing the acceptable level of risk.

Deliverables

1. Minutes of meeting
2. Risk report

Task 2 – Water Main Replacement Rate Analysis

The purpose of this optional task is to provide the VILLAGE with guidelines for long-range water main rehabilitation and replacement strategies.

For this task, Consultant will provide the following SERVICES:

1. Enter information on water main material, length, age, and diameter into AWWARF's KANEW Model (KANEW software, developed by AWWARF, will be used for this evaluation. KANEW uses survivability curves for each type of pipe (material) and can predict the pipe's remaining useful life based on survivability statistics).
2. Where water main information is unavailable, work with the Village staff to identify records and/or firsthand knowledge of approximate material and age. Update the GIS information to reflect that information, clearly indicating it is based on less reliable data.
3. Perform macro analysis of needed replacement rate using the KANEW software.
4. Provide benchmarking information based on average retirement rates for the Class AB water systems in comparable water systems in Illinois and/or the Midwest.
5. Prepare a draft technical memorandum for review with the VILLAGE.
6. Finalize technical memorandum based on VILLAGE comments.

Deliverables

1. Draft and Final Technical Memorandum

Task 3 – Water Main Replacement Prioritization Analysis

The purpose of this task is to provide a systemic methodology for the prioritization of water main replacement based on the consequence of failure (COF) and probability of failure (POF) for each water main (risk).

For this task, Consultant will provide the following SERVICES:

1. Request additional information required to perform risk based water main prioritization analysis.
2. During a conference call, present a risk-based approach for establishing COF and POF components for water mains to VILLAGE.
3. Determine COF and POF score and weight factors to be used in the prioritization analysis.
4. Create a prioritization model for the VILLAGE'S water mains based on the agreed upon components and weighting factors.
5. Prepare a color-coded water system map to illustrate the location and timing of recommended water main replacements.
6. Conduct a workshop with VILLAGE to discuss the results of the analysis.
7. Prepare a draft technical memorandum for review with the VILLAGE.
8. Finalize technical memorandum based on VILLAGE comments.

Deliverables

1. Draft and Final Technical Memorandum

Task 4 – Risk and Resiliency Assessment Report

The America's Water Infrastructure Act of 2018 (AWIA) does not require the use of any specific standards, methods or tools for the RRA; however, the USEPA recommends the use of AWWA J100-10 Risk and Resilience Management of Water and Wastewater Systems, along with relevant tools from the USEPA and other organizations when developing the RRA. Consultant should utilize tenets of AWWA G430 *Security Practices for Operation and Management* and EPA guidance to inform assessment of system monitoring, financial practices, chemical handling and operation and maintenance.

Compliance with AWIA includes, but is not limited to, the following analyses:

- Natural hazards and malevolent acts (i.e. all hazards)
- Resilience of water facility infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage and distribution, and electronic, computer and other automated systems)
- Monitoring practices
- Financial systems (e.g. billing systems)

- Chemical storage and handling
- Operations and maintenance

For this task, Consultant will provide the following SERVICES:

1. Request additional information required to perform the assessment.
2. Identify Critical Assets
3. Identify threats and hazards
4. Calculate consequences by threat/asset pair
5. Estimate existing mitigation activity effectiveness
6. Estimate threat likelihood
7. Calculate baseline risk
8. Identify and apply potential mitigation measures and recalculate post-mitigation risk
9. Conduct a workshop with VILLAGE to discuss the results of the analysis.
10. Prepare a draft RRA Report for review with the VILLAGE.
11. Finalize RRA Report based on VILLAGE comments.

Deliverables

1. Draft and Final RRA Report
2. Workshop meeting notes

The draft submittal requires five (5) hardcopies of the RRA along with searchable PDF digital copy.

The final submittal will require five (5) hardcopies of the RRA including all related electronic files in searchable PDF and .doc or other native format on a flash drive. This material will be used by Village staff to revise its ERP and update the RRA as needed on an ongoing basis.

Task 5 – Emergency Response Plan

The RRA will be used to prepare an ERP that includes the items listed below.

- Threatens the delivery of safe drinking water.
- Actions, procedures and equipment which can obviate or significantly lessen the impact of Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system.
- Plans, procedures and equipment for use in the event of a malevolent act or natural hazard on the drinking water supply, including the development of alternative source water options.
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

Completion of the ERP will require involvement with Village staff and other government agencies.

For this task, Consultant will provide the following SERVICES:

1. Request additional information on existing or related ERPs and hazard mitigation plans
2. Coordinate with related local public agencies and Village departments (stakeholders)

3. Conduct Workshop with Village staff and stakeholders to identify and discuss potential strategies, procedures and actions for inclusion in the ERP
4. Draft ERP based on USEPA's ERP template
5. Prepare a draft ERP for review with the VILLAGE.
6. Finalize ERP based on VILLAGE comments.

Deliverables

1. Draft and Final ERP
2. Workshop meeting notes

The draft submittal requires five (5) hardcopies of the ERP along with searchable PDF digital copy.

The final submittal will require five (5) hardcopies of the ERP including all related electronic files in searchable PDF and .doc or other native format on a flash drive. This material will be used by Village staff to revise its ERP and update the RRA as needed on an ongoing basis.

C. SCHEDULE

Work shall commence on this project no later than 5 work days after the Notice to Proceed. It is the intent of the Village of Addison to have the Final RRA Report and the ERP completed by May 1, 2021.

D. SUBMITTAL/QUESTIONS

The deadline for submitting proposals is **Monday, November 30, 2020 4:00 pm CST.**

Your proposal must also include the following information:

1. Provide a summary of qualifications including list of references for similar work performed for other water utilities or public works departments.
2. Scope of services including any clarifications or recommended modifications to the Village's scope described above.
3. A project schedule for the completion of the project.
4. An organizational chart of key personnel to be assigned to this project, with associated resumes.
5. A fee schedule based on actual hourly expenses to include overhead and profit, with a not to exceed maximum contract amount. Include a breakdown of the anticipated hours for each task.

Proposals should be submitted in an envelope, clearly marked "RFP 20-11-1 AWIA Risk & Resilience/Emergency Response Plan".

Send proposals to:

Village of Addison
Attn: Anna Hendrey, Purchasing Agent
1 Friendship Plaza
Addison, IL 60101

If you have any questions concerning the proposal, please contact Jim Russo, Water Division Foreman at 630/620-2020.

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Village of Addison, Illinois

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SAMPLE DOCUMENTS

Village of Addison General Terms and Conditions

Village of Addison Required Forms

Attached is a sample of the Village of Addison's General Terms and Conditions and required forms.

Should your proposal be accepted you will be required to fill out and return the attached documents.

Please carefully review the attached documents before preparing your proposal.

The Village of Addison requires all contractors to adhere to our General Terms and Conditions, and provide us with the required forms before work may begin.

VILLAGE OF ADDISON

INSTRUCTIONS TO BIDDERS

A. Conditions for Bidding

1. Definitions

a) “Addenda” or “Addendum” are written or graphic instruments issued prior to the bid opening which modify or interpret the Bidding Documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda shall become part of the Contract Documents. It is the responsibility of each bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the bidder’s bid are familiar with the Bidding Documents in their entirety, including all Addenda issued up to the time of bid opening.

b) “Bidding Documents” include the Invitation to Bid, Instructions to Bidders, the Bid Forms, including all Contractor Certifications, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, and any Addenda issued up to the time of bid opening.

c) “Contract” shall mean the Contract the successful bidder enters into with the Village for performance of the work in accordance with the specifications and drawings included in these Bidding Documents, substantially in the same form and included in these Bidding Documents.

d) Contract Documents include all the Bidding Documents, the final Contract executed between the Village and successful Contractor for this Project, and proof of insurance.

2. Bidding Documents

All items that are currently available for bid will be posted on the Village of Addison’s website, www.addisonadvantage.org. By registering on the Village’s website, bidders may view and download the Bidding Documents. Addenda, if issued, will be posted on the website. It is the responsibility of each bidder to view said site prior to bid submittal to insure review of all current specifications and/or Addendum, if any.

The Bidding Documents are also available in printed format from the Village’s Administrative Office at 1 Friendship Plaza, Addison, Illinois. For more information, please see the Bid Specifications or contact the Village’s Purchasing Agent at 630-693-7507.

3. Submission of Bid

a) The bid shall be submitted on the forms provided in these Bidding Documents (collectively, the “Bid Forms”). These Bid Forms shall be completed properly and signed in ink. Failure to use the Bid Forms included in these Bidding Documents could result in rejection of the bid.

b) The Bid Forms shall be submitted in a sealed opaque envelope addressed to the Village of Addison, 1 Friendship Plaza, Addison Illinois 60101, ATTN: PURCHASING, and shall be identified with the bid number and project name. Included in the sealed envelope shall be a USB Flash Drive, or alternative data storage device approved by the Purchasing Agent, containing an electronic copy of the final Bid Forms in their entirety. The Village may, in its sole discretion, waive the requirement of an electronic copy of the Bid Forms.

c) Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than the date and time provided in the Invitation to Bid. Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Village is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the bidder to mark the envelope in accordance with these Bidding Documents will be considered non-responsive.

d) Bid prices are to include the delivery of all materials (if any) including: plant, equipment, supplies, tools, scaffolding, transportation, insurance, bonds, warranties and all other items and facilities, and the performance of all labor and service, necessary for the proper completion of the work except as may be otherwise expressly provided in the Contract. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the work. An exemption certificate will be furnished by the Village upon request of the bidder.

e) Erasures, interlineations, corrections, or other changes on the Contractor's Bid Forms shall be explained or noted over the signature of the bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.

f) Bidder must acknowledge all Addenda received in the spaces provided on the Bid Form. By submitting a bid, bidder indicates that all considerations issued by Addendum are incorporated in the bid.

g) Bidders are required to complete certain certifications as part of its bid regarding the bidder's compliance with applicable laws. **Failure of a bidder to complete/submit the required certifications shall be the basis for immediate rejection of that bidder's bid.** The certifications of the successful bidder shall become a part of the Contract with the Village.

Requests to withdraw bids are to be directed to the attention of the Village Purchasing Agent and may be sent via certified mail or email:

Attn: Anna Hendrey
Village of Addison
1 Friendship Plaza
Addison, Illinois 60101
Email: ahendrey@addison-il.org

4. Examination of Bidding Documents

a) 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) calendar days prior to the bid due date, notify the Purchasing Agent, who will, if necessary, send written Addenda to all bidders of record. 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.

b) The failure or omission of any bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve the bidder from any obligation with respect to his bid. By submitting a bid, the bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bidding Documents, has obtained all needed clarifications and where the specifications and drawings require in any part of the work that a given result be produced, that the specifications and drawings are adequate and the required result can be produced under the specifications and drawings. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

5. Mistake in Bid and Bid Changes

Any bidder may modify his bid by written notice at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by Village prior to the closing time. 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. If an error or omission is discovered in the Bidding Documents after the bid opening, the Village reserves the right: a) to determine whether to require the submission of new bids; or b) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bidding Documents, to award the Contract to the lowest responsive as determined by the Village and to require that Contractor to perform the work in accordance with an issued correction by the Village and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the bidder cannot be corrected after the bid opening.

6. Withdrawal of Bid

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. Unless otherwise specified, no bids shall be withdrawn or canceled for sixty (60) calendar days following the bid opening date and shall remain binding for this period of time.

7. Changes in Contract Documents

a) Changes, corrections or interpretations of the Contract Documents may be made by the Village 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 and such Addendum shall become part of the Contract Documents. Except in unusual cases, Addenda will be issued at least four (4) calendar days prior to date established for receipt of bids.

b) It is the responsibility of each bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the bidder's bid are familiar with the Bidding Documents in their entirety, including all Addenda issued up to the time of bid opening.

8. Substitutions During Bidding

a) Unless otherwise indicated, the use of brand names in the specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the specifications must request approval in writing to the Village at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

b) Additionally, bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

c) The Village may request additional information or documentation necessary for evaluation of the request for substitution. The Village will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Bidding Documents. The Village's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the work and suitability for the uses specified.

d). Bids proposing alternates not previously approved by the Village will be considered non-responsive and rejected. The Village reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

9. Bid Attachments

Bidders may attach to the bid form any descriptive material necessary to fully describe the work he or she proposes to furnish in accordance with the specifications.

10. Bidder's Competence

a) Bidders must be able to demonstrate that they: i) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the work of the Project; and ii) are able to show that they have adequate laborers and materials to successfully complete the work as indicated in the Bidding Documents and within the time required by the Bidding Documents.

b) On the bidder's References List provided herein, list projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, the project description, project address, owner and telephone number.

c) The bidder shall not have been debarred or determined ineligible for public contracts by any governmental agency.

d) The Village may also 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.

e) The Village reserves the right to require of any bidder any other information to verify a bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

11. Bid Opening

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. Indemnity Hold Harmless Agreement

All bidders must sign and notarize the attached Indemnity Hold Harmless Agreement included in these Bidding Documents.

B. Award or Rejection of Bids

1. Award or Rejection

a) The Village shall award the Contract to the lowest, most responsible bidder as determined by and in the sole discretion of the Village.

b) In determining the responsibility of a bidder, the following are taken into consideration, among other factors:

i) The ability of bidder to provide experienced labor sufficient in numbers to timely and properly complete the services;

ii) The character, integrity, reputation, judgment, experience, serviceability and efficiency of the bidder;

iii) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt completion of the Village's work;

iv) The financial resources of the bidder;

v) 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;

vii) Bidder's conformity with the specifications; and

viii) Prior work completed by the contractor for the Village.

c) The Village reserves the right to (i) reject all bids; (ii) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (iii) accept only a portion, part or specific items of work of all and reject others, as the Village shall in its sole discretion determine to be in its best interest; and/or (iv) award the Contract to the responsible bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village or that has failed to perform faithfully any previous contract with the Village.

d) The Village shall have the right to accept Alternates in any order or combination, and to determine the low bidder on the basis of the sum of the Base Bid and Alternates accepted.

e) Bids will be awarded to one bidder for the entire Project or to any series of bidders for an appropriate proportion of the Project.

2. Notice of Award

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Village; no other act by the Village shall constitute the acceptance of a bid. The acceptance of a bid by the Village shall bind the successful bidder to execute and perform the work of the Contract. The successful bidder to whom the Contract is awarded by the Village shall sign and deliver to the Village for execution by the Village all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Village. The Village may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Deposit.

C. **Freedom of Information Act**

All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) and shall be made available upon request for the same as provided thereunder.

MINIMUM CONDITIONS OF THE CONTRACT

The following are the Minimum Conditions of the Contract.

For purpose of this section, the term “Contractor” shall mean the party entering into the Contract for performance of the work covered by the written specifications and drawings.

1. Subcontracts

a) If any portion of the work is to be sub-contracted, the Contractor 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 Contractor. Prior to commencing work, subcontractors must place on file with the Village a certificate of insurance as outlined “Insurance”.

b) 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.

c) 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.

d) 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 Contract 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 Contributions 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 Workers’ Compensation Act and the Illinois Unemployment Insurance Act. 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 Village, 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 Contract 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. Equipment and Shop Drawings – When equipment requires installation, the Contractor 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. Village Supervision – The Village Manager, or his designee, shall have full authority over the contracted work. The Village Manager or his or her designee shall, in all cases interpret specifications in the event of a dispute and will order cessation of work for poor performance. Any work performed after order to stop will not be paid for. The Village Manager or his or her designee shall oversee the work but not the supervision and/or training of Contractor’s employees or subcontractors. The Village Manager or his or her designee may order minor changes in a specification that do not change the Contract Sum or Contract Time.

5. F.O.B. – All prices must be quoted F.O.B. Addison, Illinois. Shipments shall become the property of the Village after delivery and acceptance. Title to, and the risk of loss, injury or destruction from any casualty to the equipment, regardless of cause, will be the responsibility of Contractor until the equipment has been received, inspected and accepted by the Village.

6. Delivery Schedule – For the purchase of materials, goods or equipment, the materials, goods or equipment purchased must be delivered within thirty calendar (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. Commencement of Construction and Completion Dates - For construction projects, the work for the Contract shall commence as provided by the Contract and Bid Specification or on such other date as may be agreed upon by the parties. Substantial Completion of the Project and Final Completion of the Project shall be on or before the date(s) provided for in the Contract and Bid Specification unless otherwise extended by agreement of the parties pursuant to the General Conditions. Contractor shall achieve Substantial Completion and Final Completion of the work as specified in the Bid Specifications.

8. Default and Termination: The Village may, subject to the provisions specified herein, by written notice of default to the Contractor, terminate this Contract, in whole or in part, 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 approved by the Village in writing; or

b) If the Contractor fails to perform any of the other provisions of this Contract, or fails to make progress of the work so as to endanger performance of this Contract in accordance with its terms, and does not correct such failure within a period of seven (7) calendar days (or such other period as the Village may authorize in writing) after receipt of notice from the Village specifying such failure; or

- c) As otherwise provided in the Contract.

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. Payment

- a) For services or merchandise ordered by purchase order, payment will be made to a Contractor 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, or as provided for in the Bidding Documents.

- c) NO partial payments will be made by the Village unless agreed upon in writing between the Village and the Contractor.

- d) Payments due and unpaid shall bear interest only as provided in the Local Government Prompt Payment Act 50 ILCS 505/1, et seq.

- e) The Village may, in its sole discretion, withhold up to ten percent (10%) of each payment, as retainage, from the payment otherwise due. Any reduction or limitation of retainage shall be in the sole discretion of the Village.

10. Reorders – Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices accepted by the Village, if applicable. Reordering shall be within the sole discretion of the Village.

11. Acceptance – Completed contracted work will be accepted by the Village's Board of Trustees when the appropriate Village department, by going through the proper committee, certifies that all work was reached final completion in accordance with the specifications and all documentation has been submitted by the Contractor for final payment as required by the Contract Documents. Final payment to Contractor shall not be made until the completed work is accepted by the Village as provided herein.

12. 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 longer period of time specified in the Contract Documents. 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.

13. Changes/Additional Services/Deletions – 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. Subject to applicable law and Village policy, 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 in writing with the Contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed to, bids will be requested. The Village reserves the right to negotiate additional services based upon the Contractor’s price and performance and in compliance with all laws.

14. Change Order Authorization – No change orders, which would increase the price of the Contract by more than \$7,500.00, shall be permitted without the prior approval of the Board of Trustees of the Village of Addison. Any requests for change orders shall first be submitted to the administrating department, 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.

15. Insurance – 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. Contractor must purchase and maintain the following minimum requirements and show proof of said coverage prior to receiving a Contract with the Village:

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

- b) Automobile Liability
per person..... \$1,000,000
per occurrence..... \$2,000,000

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

- d) Errors and Omissions
(Engineering or Architectural only... Legal Limits)

The Village reserves the right to increase the above minimum coverage requirements as outlined in the Bidding Documents. 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 provisions 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 Village, 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 or the insurance requirements identified in the bid documents.

Failure to maintain the required insurance may result in termination of the Contract entered by the parties at the Village’s option.

Subcontractors – 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”.

16. Removal of Spoils/Debris – When work involves spoils and/or debris which is not hauled or removed by Contractor’s own equipment, a private scavenger must be used. **The Village requires the use of Republic Services Inc., exclusively.**

17. Compliance to Law

a) Contractor 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 and Health Act (O.S.H.A.).

c) Non-Discrimination. The Contractor, in performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of his or her race, creed, color, age, sex, national origin, religion, ancestry,

order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service or otherwise commit unlawful discrimination an unfair employment practice. The Contractor, its 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 unlawful discrimination as defined in the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor further agrees that compliance with the Illinois Human Rights Act in accordance with this section will be incorporated by the Contractor into all contracts and subcontracts entered into with suppliers of materials or services, 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.

18. Contractor's Responsibility -

Contractor's responsibilities shall include, but are not limited to:

- a) Protection of existing facilities including grounds, equipment, structures, landscaping, etc.;
- b) Reporting damage to any property caused in whole or in part by Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or for anyone for whose acts they may be liable and for which the Contractor is responsible, and promptly repairing or restoring the same to the Village's satisfaction at Contractor's sole cost and expense
- c) Full-time supervision of all work;
- d) Performing the work in accordance with drawings, specifications and revisions to the same, and making the drawings, specifications and revisions to the same available on the job site at all times;
- e) Employing personnel skilled in their trade;
- f) Providing an English-speaking supervisor at the job site when work is in progress who can receive and carry out instructions from Village personnel;
- g) Storage of materials and equipment and moving of same when directed by the Village, at Contractor's own expense;
- h) Keeping the job site as neat and safe as possible, by cleaning up debris and providing for its removal;
- i) Obtaining of permits unless otherwise specified by the Contract Documents;
- j) Exercise of extreme caution not to trespass upon private property without prior, written permission and shall confine his operations to the job site, public right-of-way or easements. Contractor shall remain responsible for damage to any private property in performance of the work;

k) Ensure an uninterrupted flow of traffic. Partial or complete blockage of any street will not be permitted unless permission is obtained from the Village Manager, or his designee, in writing;

l) The successful Contractor shall, if requested by the Village, furnish at his own expense barricades, warning signs, flags, and/or lights as necessary to protect the work and safeguard the public;

m) The successful Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (i). employees engaged in the work, Village employees and patrons and other persons who may be affected thereby; and
- (ii). the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.

n) The Contractor shall comply with all local, state and federal laws, ordinances, regulations pertaining to safety standards and shall give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

o) Comply with all other requirements as specified in the Contract Documents.

Contractor's failure to comply with any of the above responsibilities shall be cause to withhold payment and/or order the work to cease.

19. Liquidated Damages – The time of completion of the delivery of these materials is 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 the sum of \$250.00 per day for each and every day that such Contract is delayed in its completion beyond the specified substantial completion date, as liquidated damages and not as penalty. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor for the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the Contract, even though the work may be substantially complete. If any such monies are due and owing to the Village after such deductions, liquidated damages shall not relieve Contractor or his sureties from any other obligations under this Contract.

20. Contract Termination – The Contract may be terminated by the Village by written notice. Said termination will take effect no more than fourteen (14) calendar days after receipt of notice. Should this Contract be on a multi-year basis, all years, after the initial one, will be contingent on subsequent funding by the Village Board. At all times, written notice will be given to the Contractor prior to such actions.

**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. CONTRACT DOCUMENTS

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)
- H. General Terms and Conditions

2. SCOPE OF WORK

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] _____

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 _____, 20____.

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

Date: _____

VILLAGE OF ADDISON CONTRACTOR'S CERTIFICATION

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

(1) Pursuant to 720 ILCS 5/33E-1 *et seq.* the undersigned 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. Contractor also certifies that no officers or employees of the contractor have been so convicted and that contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Village of Addison immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the contract therewith.

(2) The contractor further certifies that the contractor is not barred from contracting with the Village of Addison because of any delinquency 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.

Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the contract and allows the Village of Addison, a municipal entity, to recover in a civil action all amounts paid to the contractor.

(3) Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to a) fair employment practices, affirmative action and prohibiting discrimination in employment; b) workers' compensation; c) workplace safety; d) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and e) steel products procurement.

(4) To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

(5) Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S.

Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

(6) The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Village of Addison's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

Dated: _____

(Company)

(Mailing Address)

(Area Code) (Phone Number)

Primary Contact (Signature), Title

(Signature)

SUBSCRIBED and sworn to before me this _____ day of _____, _____

(Notary Public)

**VILLAGE OF ADDISON
COMPLIANCE WITH ILLINOIS
HUMAN RIGHTS ACT**

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH 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)

of _____
(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 Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), 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 his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service; and that the Company has and enforces policies which prohibit sexual harassment in the workplace as set forth in the Act.

The undersigned further certifies that the company named above has, pursuant to Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the company's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. The undersigned further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

(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 non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

A. That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by this Part, 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 Act and this Part.

F. That he or she 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 Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission 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 a public contractor and any person under which any portion of the public 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 bank or other financial institution and its customers.

ACKNOWLEDGED AND AGREED TO:

NAME OF CONTRACTOR: _____

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

**VILLAGE OF ADDISON
ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE**

_____, being

first and duly sworn, deposes and says:

That he/she is _____ of

(Partner, Officer, Owner, etc.)

(Contractor)

and hereby acknowledges, certifies and affirms as follows:

This bid proposal: (i) was made without any connection or common interest in the profits anticipated to be derived from the contract by contractor with any other persons submitting any bid or proposal for the contract; (ii) the contract terms are in all respects fair and the contract will be entered into by contractor without collusion or fraud; (iii) no official, officer or employee of the Village of Addison has any direct or indirect financial interest in contractor's bid proposal or in contractor, (iv) the contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Village of Addison and its employees and agents), to procure improperly special or unusual treatment with respect to this contract or for the purpose of otherwise improperly influencing the relationship between the Village of Addison and the contractor. Additionally, the contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

(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 before a notary public.
Subscribed and sworn to

This _____ day of _____, _____.

By _____

(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 anyway 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 anyway result in therefrom, 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 payment is due the Contractor by virtue of this Contract, such funds may be retained by the Village as shall be considered necessary in the judgment of the Village of Addison 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:

(Notary Public)

REFERENCE LIST - GENERAL

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: _____

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 TYPE 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**

PROPOSAL SUBMITTED BY:

(Contractor's Name)

(Address)

I, being duly sworn, do hereby acknowledge that I have read the insurance specifications herein and agree that the above contractor is eligible for insurance in accordance with the aforesaid specifications.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signed: _____
(Authorized Agent)

Date: _____

Insurance Company: _____

Address: _____

(Notary Public)

**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. Contractors must ensure all subcontractors comply with all above requirements.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY:	EA ACC \$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
C	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insureds are added to the GL primary/noncontributory w/respect to work performed by the named Insured as required by signed written contract/agreement: Village of Addison

CERTIFICATE HOLDER	CANCELLATION
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”), if the undersigned contractor has 25 or more employees, the undersigned 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.

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

Contractor’s Signature

Date

(Notary Public)

**EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT
CERTIFICATION**

_____,
being

first and duly sworn, deposes and says:

That he/she is _____ of

(Partner, Officer, Owner, etc.)

(Contractor)

The undersigned hereby agrees that, to the extent required by the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.), as now existing or hereafter amended, the undersigned shall comply with the Illinois labor employment requirements as set forth in the Act.

(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 before a notary public.
Subscribed and sworn to

This _____ day of _____, _____.

By _____

(Notary Public)

**VILLAGE OF ADDISON
CONTRACTOR AND SUBCONTRACTOR
SUBSTANCE ABUSE PREVENTION POLICY**

Pursuant to the “Substance Abuse Prevention on Public Works Projects Act” (820 ILCS 265/1 *et seq.*), 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 the Act or shall have a collective bargaining agreement in effect dealing with the subject matter of the Act.

The Contractor and any Subcontractor shall file with the Village: 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 820 ILCS 265/1 *et seq.*, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Projects Act. In particular, the undersigned hereby represents and warrants to the Village of Addison as follows:

[Complete either A or B below]

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *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, a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.*

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative