



Bid Documents
Bid Number 17-3-5
Laboratory Analyses Services

Village of Addison
Purchasing Department

1 Friendship Plaza

Addison, IL 60101

(630) 543-4100

**VILLAGE OF ADDISON
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***Specifies items to be properly completed and submitted with the bid.**



Village of Addison

March 16, 2017
Bid No. 17-3-5

To Whom It May Concern:

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

Laboratory Analyses Services

Sealed bids must be received in Room 2100 of the Addison Village Hall, 1 Friendship Plaza, Addison, Illinois, any time prior to 10:00 a.m. on Monday, April 10, 2017; 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.

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: _____ Zip: _____

Village of Addison
1 Friendship Plaza
Addison, IL 60101

Sealed Bid Enclosed

Bid No. 17-3-5 Laboratory Services

Bid Opening Date Monday 4-10-17

Bid Opening Time 10:00 am



www.AddisonAdvantage.org

**VILLAGE OF ADDISON
BID # 17-3-5 LABORATORY ANALYSES SERVICES
SPECIFICATIONS**

INTENT

It is the intent of these specifications to describe Laboratory Analyses required for the Village of Addison's Public Works Department, Environmental Services Division; Wastewater Treatment Facilities. These analyses are special condition requirements for our National Pollution Discharge Elimination System (NPDES) and Land Application of Sewage Sludge (503) Permits. The analyses will be conducted on wastewater influent, primary clarifier effluent, final effluent, sludge, and DMR – QA Annual Performance Evaluation Samples. The agreement will be awarded as a total package. The Laboratory contact person is Chris Reynolds, Laboratory & Technical Services Supervisor, at 630-279-2140.

CERTIFICATION

Bidders must be from a recognized Environmental Laboratory that participates in Discharge Monitoring Reporting Quality Assurance (DMR-QA) and routine Performance Evaluation (PE) Studies for their clients. In addition, the laboratory must be certified by the National Environmental Laboratory Accreditation Program (NELAP). Once the agreement is awarded, the laboratory will supply a copy of their latest Performance Evaluation study results and information on their Quality Assurance Program to the Village of Addison. This will be received and reviewed prior to scheduling the first set of samples for analyses. Laboratory facilities and quality control program data must also be available for inspection by Village of Addison personnel.

LENGTH OF AGREEMENT

The length of the signed agreement shall be for a two years period beginning May 1, 2017.

SAMPLING

Collection of samples to be analyzed will be conducted by the Village of Addison Environmental Services personnel. The laboratory must supply and deliver all necessary sample bottles, and coolers one week prior to sample collection dates for the required analysis. All samples will be picked-up and transported by the laboratory. All transportation charges will be the responsibility of the laboratory. Low level Mercury analysis for plant effluent requirements may be sub-contracted. Invoicing for the low level Mercury analysis shall be part of quarterly invoicing. The Village of Addison laboratory staff will pre-arrange the specific date and time on which the samples will be transported (a tentative schedule is provided below). Chain of custody forms will be provided by the contracted laboratory and completed by Environmental Services personnel. Ice for the coolers can be provided by Environmental Services lab personnel with prior notification.

REPORTING – RESULTS

The contracted laboratory must agree to complete the analyses and send the finished signed laboratory report to the Village of Addison within thirty (30) days after receipt of samples. All data will be reported by e-mail or regular mail and postmarked within 30 days of sample receipt. Reports will be signed and include project name, sample numbers, sample description, date taken and received. Reports will also include analyte measured, result, reporting limit, analytical method used, unit of measurement, date of analysis, analyst, digestions, and batch number where applicable.

Mail all invoices to: Village of Addison, Public Works Department – Environmental Services Division, 711 N. Addison Rd., Addison Illinois 60101.

VILLAGE OF ADDISON
BID 17-3-5 Laboratory Analyses Services Specifications (Cont'd)

SAMPLE HOLDING AND DISPOSAL

Preservatives and holding times for all samples shall be according to 40CFR136 and USEPA SW 846 (Third Edition). All samples will be properly held for thirty days after results are submitted to Environmental Services Lab. Disposal of the samples will be provided by the contract lab. There will be no additional cost to the Village of Addison for sample disposal without prior approval.

QUALITY CONTROL

A level two (2) Quality Control report for the batch of QA/QC data compiled at the time of analyses shall be included with the final report. It will include items such as blanks, calibration verification, spikes, and laboratory control standard recoveries for the analytical batch associated with this set of samples. The cost for a basic Level 2 Quality Control report for each sampling event shall be included in the quote price.

TENATIVE SAMPLING ANALYSIS SCHEDULE

A **Monthly Analysis**
(1) Second week of every month

B **Quarterly Analyses**
(2 & 3) July 2017
 October 2017
 January 2018
 April 2018
 July 2018
 October 2018
 January 2019
 April 2019

C **Annual TTO Analyses**
(4 & 5) September 2017
 September 2018

D **Annual DMR-QA Performance Study**
(6) To be performed during the spring and summer of 2018 and 2019. No pick-up date required.

VILLAGE OF ADDISON
BID 17-3-5 Laboratory Analyses Services Specifications (Cont'd)

SAMPLING SCHEDULE – SAMPLES TO BE ANALYZED

A) MONTHLY ANALYSIS

1) INFLUENTS AND EFFLUENTS

- a) North Plant Influent
- b) North Plant Effluent
- c) AJL Plant Influent
- d) AJL Plant Effluent

B) QUARTERLY ANALYSES

2) INFLUENTS, EFFLUENTS, AND PRIMARY EFFLUENTS

- a) North Plant Influent
- b) North Plant Effluent
- c) AJ LaRocca Plant Influent
- d) AJ LaRocca Plant Effluent
- e) North Plant Primary Clarifier Effluent
- f) AJ LaRocca Plant Primary Clarifier Effluent

3) AEROBIC, ANAEROBIC, AND PRIMARY SLUDGES

- a) North Plant Aerobic Belt Press Cake
- b) North Plant Anaerobic Belt Press Cake
- c) AJ LaRocca Aerobic Drying Beds
- d) AJ LaRocca Anaerobic Digester
- e) North Plant Primary Sludge
- f) AJ LaRocca Plant Primary Sludge

C) ANNUAL ORGANIC PRIORITY POLLUTANTS

4) INFLUENTS AND EFFLUENTS (TTO Analysis)

- a) North Plant Influent
- b) North Plant Effluent
- c) AJ LaRocca Plant Influent
- d) AJ LaRocca Plant Effluent

5) AEROBIC AND ANAEROBIC SLUDGES (TTO Analysis)

- a) North Plant Aerobic Belt Press Cake
- b) North Plant Anaerobic Belt Press Cake
- c) AJ LaRocca Aerobic Drying Beds
- d) AJ LaRocca Anaerobic Digester

D) ANNUAL PERFORMANCE EVALUATION

6) USEPA DMR QA STUDY

- a) Annual Discharge Monitoring Report Quality Assurance Study

VILLAGE OF ADDISON
BID 17-3-5 Laboratory Analyses Services Specifications (Cont'd)

SAMPLE DESCRIPTION

A) MONTHLY ANALYSIS

1) INFLUENTS AND EFFLUENTS

- a) The sample will consist of a 24-hour composite, unless otherwise specified. The results will be reported in mg/L.
- b) The following analysis shall be performed: Total Nitrogen

B) QUARTERLY ANALYSES – LIST OF POLLUTANTS

2) INFLUENTS AND EFFLUENTS

- a) The analyses will be conducted on influent and effluent samples. North Treatment Facility and A.J. LaRocca Treatment Facility samples shall be collected and analyzed quarterly and consist of 24-hour composites, unless otherwise specified. The results will be reported in mg/L.
- b) The following analyses will be performed:
 - 1) Standard Mercury (**Influents**)
 - 2) Low-Level Mercury (**Effluents**)
 - 3) Phenols (**Grab**)

PRIMARY CLARIFIER EFFLUENTS

- a) The analysis will be conducted on Primary Clarifier Effluents. North Facility and A.J. LaRocca Facility samples shall be collected quarterly and consist of 24-hour composites. The results shall be reported in mg/L.
- b) The following analysis will be performed:
 - 1) Standard Mercury

METHODOLOGY

All wastewater samples shall be analyzed according to USEPA approved procedures as outlined in 40CFR136. Sample holding times and detection limits shall comply with the rules established in 40CFR136. The minimum reporting limits for wastewater samples shall apply for the following parameters:

Std. Mercury ¹	0.0002	mg/L	Phenols	0.005	mg/L
Low-Level Mercury ²	1.0	ng/L			

¹ The 0.0002 mg/L detection limit applies to influents and primary effluents.

² Plant effluents, by USEPA method 1631E, must have detection limit of at least 1 ng/L

VILLAGE OF ADDISON
BID 17-3-5 Laboratory Analyses Services Specifications (Cont'd)

3) **AEROBIC AND ANAEROBIC SAMPLES**

- a) The laboratory will conduct analyses on North and A.J. LaRocca Aerobic and Anaerobic Treatment Facility Sludges and Cakes in accordance with Federal and State regulations. The sludge and Cake samples shall be collected and analyzed quarterly and consist of grab samples. Results will be reported in mg/Kg on a **Dry Weight Basis**.
- b) The following analyses will be performed:
- 1) Ammonia Nitrogen
 - 2) Total Kjeldahl Nitrogen
 - 3) Phenols
 - 4) Std. Mercury
 - 5) Percent Total Solids (for dry weight calculation)
 - 6) Available Cyanide (USEPA Method OIA-1677)

PRIMARY SLUDGE SAMPLES

- a) The supplier will conduct analyses on North and A.J. LaRocca Facility Primary Sludge in accordance with Federal and State regulations. The sludge samples shall be collected and analyzed quarterly and consist of grab samples. Results will be reported in mg/Kg on a **Dry Weight Basis**.
- b) The following analysis will be performed:
- 1) Std. Mercury
 - 2) Percent Total Solids (for dry weight calculation)

METHODOLOGY

The minimum reporting limits for sludge and cake samples shall apply for the following parameters. (NOTE: Reporting limits are based on wet samples prior to conversion on a dry weight basis). Sludge's will be analyzed by methods approved in 40CFR503 including USEPA Manual SW846 (Third Edition).

PARAMETER	REPORTING LIMIT	
Ammonia Nitrogen	50	mg/Kg
Total Kjeldahl Nitrogen	100	mg/Kg
Phenols	1.0	mg/Kg
Std. Mercury	0.02	mg/Kg
Available Cyanide	5.0	Mg/Kg

Unless otherwise indicated, concentrations refer to the total amount of constituent present in all phases, whether solid, suspended, dissolved, elemental, or combined, including oxidation states. Where constituents are commonly measured as other than total, the phase is so indicated.

VILLAGE OF ADDISON
BID 17-3-5 Laboratory Analyses Services Specifications (Cont'd)

C) **ANNUAL ORGANIC PRIORITY POLLUTANTS**

The supplier will provide analyses for the 110 organic priority pollutants identified in FR122, Appendix D, Table II as amended (listed), using the U.S. EPA approved analytical procedures from 40CFR 136 specified below. The analyses will be conducted on influent, effluent, sludge, and belt press cake samples. Compounds shall be reported according to the list provided.

INFLUENTS AND EFFLUENTS

- a) Volatile organics – EPA Method 624 (GC/MS)
- b) Semi-Volatile organics – EPA Method 625 (GC/MS)
- c) Pesticides/PCB's – EPA Method 608 (GC)

Detection limits shall comply with limits established in 40CFR136.

SLUDGE SAMPLES:

- a) Volatile organics – EPA Method 624 (GC/MS)
- b) Semi-Volatile organics – EPA Method 625 (GC/MS)
- c) Pesticides/PCB's – EPA Method 608 (GC)

Detection limits shall comply with limits established in 40CFR136

4) **INFLUENTS AND EFFLUENTS**

The wastewater shall be analyzed for the 110 organic priority pollutants identified in the attached list. Samples shall be 24-hour composites. Samples for the analysis of volatile organic compounds shall be collected using grab sampling techniques at equal intervals for the total of five (5) grab samples per day. A sample analysis for volatile pollutants may be run by compositing equal volumes of each grab sample directly in the GC purge and trap apparatus in the laboratory, with no less than 1 mL of each grab included in the composite. Samples must be handled, prepared, and analyzed in accordance with U.S. EPA Methods specified. Results will be expressed as ug/L. If a result is below the parameters reporting limit, it shall be reported as a "less than value" and include the reporting limit

5) **AEROBIC AND ANAEROBIC SLUDGES**

The sludge and Cake shall be analyzed for the 110 organic priority pollutants identified in the attached list. Sludge samples shall be collected concurrent with wastewater samples and taken as a single grab. Sampling and analysis shall conform to U.S. EPA Methods for the analysis of sludges. Results will be expressed as mg/Kg on a dry weight basis. If a result is below the reporting limit, it shall be reported as a "less than value" and include the reporting limit. Percent total solids must be analyzed to calculate results on a dry weight basis.

NALYSES TO BE PERFORMED:

The samples for Influent, Effluent, Sludge, or Cakes will include the following analyses:

- a) **VOLATILES**
 - Acrolein 1,2-Dichloropropane
 - Acrylonitrile 1,3-Dichloropropylene

VILLAGE OF ADDISON

BID 17-3-5 Laboratory Analyses Services Specifications (Cont'd)

Benzene	Ethylbenzene
Bromoform	Methyl Bromide
Carbon Tetrachloride	Methyl Chloride
Chlorobenzene	Methylene Chloride
Chlorodibromomethane	1,1,2,2-Tetrachloroethane
Chloroethane	Tetrachloroethylene
2-Chloroethylvinyl Ether	Toulene
Chloroform	1,2-trans-dichloroethylene
Dichlorobromomethane	1,1,1-trichloroethane
1,1-Dichloroethane	1,1,2-trichloroethane
1,2-Dichloroethane	Trichloroethylene
1,1-Dichloroethylene	Vinyl Chloride

b) **SEMI-VOLATILES**

Acenaphthene	Diethyl Phthalate
Acenaphthylene	Dimethyl Phtalate
Anthracene	Di-N-Butly Phthalate
Benzidine	2,4-Dinitrotoluene
Benzo (A) Anthracene	2,6-Dinitrotoluene
Benzo (A) Pyrene	Di-N-Octyl Phthalate
3,4 Benzofluoranthene	1,2-Diphenylhydrazine
Benzo (GHI) Perylene	Fluoranthene
Benzo (K) Fluoranthene	Fluorene
Bis (2-Chloroethoxy) Methane	Hexachlorobenzene
Bis (2-Chloroethyl) Ether	Hexachlorobutadiene
Bis (2-Chloroisopropyl) Ether	Hexachlorocyclopentadiene
Bis (2-Ehtylhexyl) Phthalate	Hexachloroethane
4-Bromophenyl Phenyl Ether	Indeno (1,2,3-CD) Pyrene
Butyl Benzyl Phthalate	Isophorone
2-Chloronapthalene	Naphthalene
4-Chlorophenyl Phenyl Ether	Nitrobenzene
Chrysene	N-Nitrosodimethylamine
Dibenzo (A,H) Anthracene	N-Nitrosodi-N-Propylimine
1,2-Dichlorobenzene	N-Nitrosodiphenylamine
1,3-Dichlorobenzene	Phenanthrene
1,4-Dichlorobenzene	Pyrene
3,3'-Dichlorobenzidine	1,2,4-Trichlorobenzene
2-Chlorophenol	4-Nitrophenol
2,4-Dichlorophenol	P-Chloro-M-Cresol
2,4-Dimethylphenol	Pentachlorophenol
4,6-Dinitro-O-Cresol	Phenol
2,4-Dinitrophenol	2,4,6-Trichlorophenol
2-Nitrophenol	

VILLAGE OF ADDISON
 BID 17-3-5 Laboratory Analyses Services Specifications (Cont'd)

c) **PESTICIDES/PCBs**

Aldrin	Endrin
Alpha-BHC	Endrin Aldehyde
Beta-BHC	Heptachlor
Gamma-BHC	Heptachlor Epoxide
Delta-BHC	PCB-1242
Chlorodane	PCB-1254
4,4'-DDT	PCB-1221
4,4'-DDE	PCB-1232
4,4'-DDD	PCB-1248
Dieldrin	PCB-1260
Alpha-endosulfan	PCB-1016
Beta-endosulfan	Toxaphene
Endosulfan Sulfate	

D) **ANNUAL PERFORMANCE EVALUATION**

6) **USEPA DMR QA STUDY**

a) The supplier will provide analyses annually for the applicable U.S. EPA DMR QA Performance Evaluation Study. Samples will be analyzed using the methods outlined in these specifications. Method Codes supplied in the instruction package shall be included with the analytical report. All results will be reported in the units specified with the instruction package. Provide the laboratory code number issued by USEPA. Results must be submitted to the Village of Addison by the deadline specified in the program.

- b) The current parameters are as follows:
- 1) Total Nitrogen
 - 2) Total Kjeldahl Nitrogen
 - 3) Std. Mercury
 - 4) Low Level Mercury
 - 5) Total Phenols
 - 6) Ammonia - Nitrogen

ADDITIONAL PARAMETERS

It may become necessary for the Village of Addison to request additional one-time analyses for selected parameters throughout the course of the contract year. Please provide individual pricing for the list of parameters on the table attached to the back of the quote form. A company price list can be supplied in lieu of completing the table.

VILLAGE OF ADDISON
BID 17-3-5 Laboratory Analyses Services Specifications (Cont'd)

NOTE

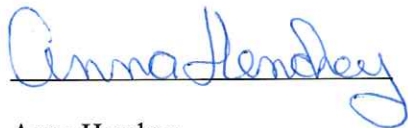
The total numbers of samples during the length of this agreement are tentative and are not to be considered a minimum/maximum number of samples. The Village of Addison Environmental Services Division may decrease or increase the number of samples, analyses, or parameters depending upon IEPA/NPDES Permit monitoring requirements. These specifications were written according to current requirements.



Christopher Reynolds
Laboratory and Technical Services Supervisor
Environmental Services Division



Rick Federighi
Director Public Works



Anna Hendrey
Purchasing Agent

BIDDER'S PROPOSAL
VILLAGE OF ADDISON
Laboratory Analyses Services
BID NO. 17-3-5
Page 1 of 4

- A) **MONTHLY ANALYSIS** Price Totals for Two Year Agreement
- 1) **INFLUENTS AND EFFLUENTS**
Price per month \$ _____/month X 24 = \$ _____
- B) **QUARTERLY ANALYSIS**
- 2) **INFLUENTS, EFFLUENTS, AND
PRIMARY EFFLUENTS**
(without monthly total nitrogen)
Price per quarter \$ _____/quarter X 8 = \$ _____
(6 samples per quarter)
- 3) **AEROBIC, ANAEROBIC, AND
PRIMARY SLUDGES**
Price per quarter \$ _____/quarter X 8 = \$ _____
(6 samples per quarter)
- C) **ANNUAL ORGANIC PRIORITY POLLUTANTS**
- 4) **INFLUENTS AND EFFLUENTS**
Price per year \$ _____/year X 2 = \$ _____
(Influent and Effluent at each of
the two facilities for a total of 4 samples)
- 5) **AEROBIC AND ANAEROBIC SLUDGES**
Price per year \$ _____/year X 2 = \$ _____
(Aerobic and Anaerobic at each of
the two facilities for a total of 4 samples)
- D) **ANNUAL PERFORMANCE EVALUATION**
- 6) **USEPA DMR QA STUDY**
Price per year for the listed
pollutants; testing and reporting \$ _____/year X 2 = \$ _____
- TOTAL TWO YEAR AGREEMENT PRICE** \$ _____
(ADD ITEMS 1 THRU 6)

BIDDER'S PROPOSAL (page 2 of 4)
Laboratory Analyses Services
BID NO. 17-3-5

ADDITIONAL PARAMETERS – INDIVIDUAL PRICING

Please provide individual pricing as noted below, or attach a company sheet with standard pricing where available. All samples are to be quoted for wastewater.

PARAMETER	COST \$
BOD-5	
TSS	
Ammonia as Nitrogen	
FOG	
pH	
Metals Digestion	
Metals-7 (Cu,Cr,Cd,Pb,Ni,Ag, Zn)	
Arsenic	
Antimony	
Barium	
Cobalt	
Manganese	
Cyanide - Total	
Cyanide - Available	

PARAMETER	COST \$
Mercury (std.)	
Mercury (Low Level)	
Molybdenum	
Selenium	
Tin	
Titanium	
Vanadium	
TTO's	
Volatile Organics	
Semi Volatile Organics	
Total Phosphorous	
Phenol	
Total Nitrogen	
Total Kjeldahl Nitrogen	
Nitrate/Nitrite	

BIDDER'S PROPOSAL (page 3 of 4)
Laboratory Analyses Services
BID NO. 17-3-5

To the Village of Addison:

In accordance with the specifications outlined in the attached "Bid 17-3-5 – Laboratory Services", we can start to supply laboratory services May 1, 2017. The analysis from the list of samples outlined on page 3 of this response will be provided as per the specifications in the attached agreement.

We understand that the estimated quantities listed on said page are for the basis of comparing quotes only, and actual quantities may vary from those listed.

These prices are firm through the time period of two years (until April 30, 2019)

I certify further that the equipment/services proposed will conform to your requirements noted in the request for quote, with the exception of:

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TEL. NO. _____
(Area Code)

PRINTED NAME/TITLE: _____

AUTHORIZED SIGNATURE: _____

BIDDER'S PROPOSAL (page 4 of 4)
Laboratory Analyses Services
BID NO. 17-3-5

-ACCEPTANCE-

Date of Village of Addison Approval: _____

VILLAGE OF ADDISON, a municipal
Corporation

By: _____
Richard Veenstra, Mayor

ATTEST:

Lucille A. Zucchero, Village Clerk

**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)

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] 17-3-5 Laboratory Analyses Services

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

April 30

, 20

19

.

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
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. Removal or Suspension of Bidders - 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. To Rescind a Removal or Suspension – 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. Bid Form – 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. Late Bids – Formal bids received after the specified bid opening time will not be considered and will be returned unopened.

4. Withdrawal of Bids – 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 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. Mistake in Bid and Bid Changes – 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. Bid Binding – Unless otherwise specified, all bids shall be binding for sixty (60) working days following the bid opening date.
8. Changes in Contract Documents – 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. Bid Attachments – Bidders may attach to the bid form any descriptive material necessary to fully describe the work he proposes to furnish.
10. Bidder's Competence – 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. 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. Bid Award – 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. Hold Harmless Agreement – All bidders must sign and notarize the attached Hold Harmless agreement.

AWARD OR REJECTION OF BIDS

1. Award or Rejection – 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. Notice of Award – A signed contract mailed to the successful bidder within the time specified for acceptance shall be the binding contract.

CONTRACT PROVISIONS

1. Subletting of Contract – 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 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 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. Equipment and Shop Drawings – 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. Village Supervision – 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. 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.

6. Delivery Schedule – 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. Delivery – Bid price shall include delivery as indicated herein.

8. Default – 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. Alternate Materials or Equipment – 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. Bidder’s Access to Procurement Information – 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. Acceptance – 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. 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 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. 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. 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. Change Order Authorization – No change orders, which would increase the price of the contract by more than \$5,000.00 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 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. Contract Termination – The contract may be terminated by 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.

18. Internet Viewing – All items that are currently available for bid will be posted on the Village of Addison website www.addisonadvantage.org. 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: _____

(Company)

(Mailing Address)

(Area Code) (Phone Number)

Primary Contact (Signature), Title

**VILLAGE OF ADDISON
FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE**

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 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.

ACKNOWLEDGED AND AGREED TO:

BY: _____

ATTEST: _____

DATE: _____

VILLAGE OF ADDISON
ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE

_____, being
(Bidder's Name)

first duly sworn, deposes and says:

That he/she is _____ of
(Partner, Officer, Owner, etc.)

(Contractor)

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

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

The above statements must be subscribed and sworn to before a notary public.
Subscribed and sworn to

This _____ day of _____, _____.

Bidder's Name _____

(Notary Public)

REFERENCES-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
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 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:

(Notary Public)

**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.

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)