

HICKORY HILLS PARK DISTRICT
Martin Park Pond Ledge Rocks Project

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BID NOTICE

The Hickory Hills Park District will receive sealed bids for the **MARTIN PARK POND LEDGE ROCKS PROJECT** for Hickory Hills Park District, 8047 W. 91st Place, Hickory Hills, IL.

Bids must be submitted in a sealed, opaque envelope, marked “MARTIN PARK POND LEDGE ROCKS PROJECT” and will be received until 11:00 a.m., on Tuesday, June 4, 2024 at the Cynthia Neal Center, 8047 W. 91st Place, Hickory Hills, IL 60457, at which time they will be opened and read aloud.

Specifications and bid forms are available at the Cynthia Neal Center, 8047 W. 91st Place, Hickory Hills, IL between 9:00 a.m. – 5:00 p.m., Monday – Friday commencing on May 23, 2024.

The Hickory Hills Park District will award the bid to the lowest responsible Bidder as determined by the District. The Hickory Hills Park District reserves the right to waive all technicalities, to accept or reject any or all bids, and also reserves the right to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Hickory Hills Park District.

The work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Cook County. The Contract entered into for the work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Hickory Hills Park District on request of the Bidder, for use in connection with this project only.

The successful Bidder must comply with all applicable laws and regulations including but not limited to those pertaining to equal employment opportunity.

Jennifer Fullerton
Executive Director

INSTRUCTIONS TO BIDDERS

The Hickory Hills Park District and Owner are one and the same. The Owner's representative, Jennifer Fullerton, Executive Director, can be contacted at 708-598-1233 ext. 7 or jfullerton@hhparkdistrict.org.

The words "Contractor" or "Bidder" shall mean the party bidding for or entering into the Contract for performance of the work covered by the written Specifications, and its legal representatives or authorized agents.

1. Bid Proposal Form and Accompanying Submissions:

Each bid shall be submitted on the enclosed Bid Form. All bids must be written or typed in blue or black ink and signed by the Bidder. All bids are to be enclosed in a sealed opaque envelope, clearly displaying the Bidder's name and address. All bids are to be enclosed in a sealed opaque envelope, clearly displaying the Bidder's name and address and the bid name "**MARTIN PARK POND LEDGE ROCKS PROJECT.**" The date and time of opening must be located in the lower left corner of the envelope. The Hickory Hills Park District 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 this section will be considered non-responsive and returned.

The bid shall be signed in the space indicated for signature and by persons authorized to act on behalf of and legally bind the Bidder. The name and address of the Bidder and its organizational status (sole proprietor, partnership or corporation) shall be printed in ink as well as the name and title of the person signing the bid on behalf of the Bidder. Prices shall be printed legibly and in ink and without erasures or interlineations.

Each Bidder shall supply a reference list of at least two (2) projects of similar scope and complexity completed by Bidder within the last two (2) years.

It is the sole responsibility of the Bidder to see that its bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.**

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.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

2. Time and Place of Submittal:

Sealed bids will be accepted until 11:00 a.m. on Tuesday, June 4, 2024:

Jennifer Fullerton
Hickory Hill Park District
Cynthia Neal Center

8047 W. 91st Place
Hickory Hills, IL. 60457

Any bids received after this time will be considered non-responsive and returned.

3. Bid Opening and Bid Award:

All bids received prior to the opening time shall be securely kept until 11:00 a.m. on Tuesday, June 4, 2024, at which time all bids will be publicly opened and read aloud. Bids received after the above stated time will be returned unopened to the Bidder. No bid may be withdrawn after the bid opening.

4. Explanation to Bidders

Any explanation desired by a Bidder regarding the meaning or interpretation of the Bid Documents must be requested in writing no later than five (5) business days prior to the scheduled bid opening. The Park District shall in all cases determine the amount or quantity of the Work which are to be paid for under this Contract and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all decisions shall be final and conclusive. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. Any Addenda shall become part of the Contract Documents and will be furnished to all prospective Bidders of record. All Bidders must acknowledge each Addendum in the bid submittal.

5. Examination Specifications

Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, or any errors, omissions or ambiguities in the written Specifications shall be immediately reported to the Park District and written clarification requested at least 5 days prior to the bid opening.

If an error or omission is discovered after the bid opening, the Hickory Hills Park District reserves the right to determine whether to require the submission of new bids. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening. Should discrepancies appear among the Contract Documents, the successful Bidder shall request in writing an interpretation from the Hickory Hills Park District before proceeding with the work. If the Bidder fails to make such a request, the Hickory Hills Park District shall determine which of the conflicting requirements shall govern; and the Bidder shall perform the work at no additional cost to the Hickory Hills Park District in accordance with said determination.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to its bid. By submitting a bid, the Bidder agrees, represents and warrants that it has undertaken such investigation as the Bidder deems necessary, has examined the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the

Specifications. It is the responsibility of the Bidder to comply with all Specifications, state and local codes, permits, fees and inspections. 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.

Omissions from the Specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the Specifications or which are customarily performed, shall not relieve the Bidder from performing such omitted or mis-described details of the work but they shall be performed as if fully and correctly set forth and described in the Specifications.

6. Qualifications of Bidder

The Hickory Hills Park District may take action deemed necessary to investigate the qualifications of each Bidder. Bidders must demonstrate that they have sufficient resources to accomplish the work by the specified completion date.

7. Prices

The prices are to include the delivery of all materials; including equipment, supplies, tools, transportation, insurances, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the work except as may be otherwise expressly provided in the Contract Documents. 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 to be performed. An exemption certificate will be furnished by the Park District upon request of the Bidder.

8. Acceptance and Rejection of Bids

The Park District may accept the bid of, and award the contract for the work to, the lowest responsible Bidder as determined by and in the sole discretion of the Park District. The Park District reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of work of all and reject others, as the Park District shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. Any bid proposal which contains items not specified, leaves a bid amount blank, or which otherwise is not in conformity with the Bid Documents, shall be considered nonresponsive or informal and may be rejected. 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 Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Park District on the basis that the Park District awarded a Contract for less than all portions or items of the work specified in the Bid Documents. The Hickory Hills Park District Board of Park Commissioners reserves the right to waive any technicalities or

irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

9. Award of Contract

Award of Contract will be made to lowest responsible Bidder that complies with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, the Hickory Hills Park District does not award on price alone and will also consider terms of delivery, quality, serviceability, conformity with Specifications, financial capability of Bidder, and the performance of Bidder on other projects.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District 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 Park District shall sign and deliver to the Park District all required copies of the Contract within ten (10) days after award of the Contract. In case the Bidder shall fail or neglect to do so, they will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract.

The Bid Notice, Instructions to Bidders, General Conditions, Conditions, Specifications, Contractor Bid Form, Addenda, if any, and the Contractors Compliance and Certifications Attachment, Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Contract between Owner and Contractor as presented by the Park District, and proof of insurance comprise the Contract Documents.

The failure of the successful Bidder to enter into the Contract within ten (10) days after the award of the Contract, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next lowest responsible Bidder, or re-advertise for bids.

10. Substitutions

Unless otherwise indicated, the use of a brand name or catalog number in the Specifications is used for the purpose of establishing a grade or quality. Because the Hickory Hills Park District does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal." Bidders proposing a substitution must request approval in writing to the Hickory Hills Park District at least seven (7) business days prior to the bid opening and mark the items as "or approved equal." All potential Bidders will be notified within three (3) business days by of the approval or rejection of a proposed substitution. Bidders wishing to bid on the approved substitution shall submit a complete base bid as specified in the project manual. The alternate bid must be typed and must follow the same format as the base bid. Receipt of the alternate bid will be acknowledged and read at the bid opening. The Hickory Hills Park District shall be the sole and final judge as to whether any proposed substitute is equal to or better than as specified in the project manual. These decisions are final and not subject to recourse.

11. Addenda

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered to each prime Bidder of record. The written Addenda constitutes the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that they have 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 Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated work so as to provide all materials, equipment, labor, and services necessary for the completion of the work in accordance with the Bid Documents.

12. Withdrawal of Bids

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. After the bid opening time, no bid shall be withdrawn or canceled for a period of one hundred twenty (120) calendar days.

GENERAL CONDITIONS

For purposes of these General Conditions, "Contractor" shall mean the party entering into the Contract for performance of the work in accordance with the Contract Documents.

1. Payment

Payment of the Contract Sum shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* upon Final Completion of the Work by Contractor.

Final payment shall not become due until Contractor has fully performed the Work in accordance with the Contract Documents, including but not limited to correction of any defective Work, delivery of all warranties, and delivery of all final lien waivers and sworn statements.

Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. If at any time there is evidence of any liens or claims for which, if established, the Park District may become liable for and which would be chargeable to the Contractor or any subcontractor, the Park District shall have the right to retain, out of any payment due to Contractor, an amount sufficient to completely indemnify the Park District against such lien or claim, including any reasonable attorneys' fees that have been or may be incurred by the Park District. If a lien remains unsatisfied after final payment is made, the Contractor shall refund to the Park District all money that the Park

District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

2. Guarantee and Warranty

The Contractor warrants to the Hickory Hills Park District that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted, and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Hickory Hills Park District. Defective materials, including those damaged during installation must be replaced or repaired in a manner satisfactory to the Hickory Hills Park District at the Contractor's cost. The Work performed must be guaranteed by the Contractor for a period of twelve (12) months from Final Completion against defective workmanship and material of any nature.

3. Commencement and Completion

The Work for the Contract shall commence on **June 24, 2024**, or on such other date as may be agreed upon by the parties. Contractor shall achieve Final Completion on or before **August 23, 2024**, unless otherwise extended by agreement of the parties. Final Completion means the date the work has been completed in accordance with the Contract Documents and the Park District has approved final payment to the Contractor.

4. Safety of Persons and Property

- a. The 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, Park District 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.
- b. The Contractor shall comply with and 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.
- c. The Contractor shall promptly remedy damage and loss to Park District property or other property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The Park District reserves the right to restore any such property and deduct from payments then or thereafter due Contractor the cost of restoring such property, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

5. Law Compliance

Contractor shall comply with all federal, state, county and local laws, ordinances, rules and regulations and orders that in any manner pertain to this work. Such laws, ordinances, rules and regulations and orders shall be considered a part of these documents. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. Unless as otherwise specified by the Contract Documents, the Contractor shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the Contract. The Hickory Hills Park District reserves the right to reject any bid, cancel the Contract and pursue and legal remedies deemed necessary if it becomes aware of a violation of any laws on the part of the Contractor.

6. Insurance

Contractor agrees to provide and keep force at all times during this Contract, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000); business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos. All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. All certificates of insurance in connection herewith shall be furnished to the Park District upon the Park District's request.

- a. All insurance coverage provided by Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of Contractor's insurance and shall not contribute with it.
- b. The Park District, its officers, agents, employees, and volunteers are to be covered as additional insureds under the general liability insurance. The coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- c. Should any of the above-described policies be cancelled before the expiration date thereof, Contractor shall provide prompt notice to the Park District, which notice shall not be less than 30 days prior to such cancellation. Such cancellation shall be grounds for the Park District to immediately terminate this Contract.
- d. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance as required hereunder.

7. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Hickory Hills Park District and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the

Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The Contractor shall similarly protect, indemnify and hold and save harmless the Hickory Hills Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or the Contractor's default of, any provision of the Contract.

8. Governing Law

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Cook County, Illinois.

BID SPECIFICATIONS

Martin Park Pond Ledge Rocks

Martin Park is located at 89th Place & 78th Avenue, Hickory Hills, IL 60457, and the pond is on the far east side of the park.

Scope of Work:

- Remove the ledge rocks surrounding the pond at Martin Park.
- Install filter fabric wrap over exiting sub grade.
- Compact imported base aggregate to new elevation.
- Repair and build back up eroded pond edge.
- Replace with current ledge rocks.
- Cover gaps with black dirt.
- Replace one cracked ledge rock.
- Dispose of cracked/replaced ledge rock.

Note: No work in waterfall area.

Bidders shall supply a reference list of at least two (2) projects of similar scope and complexity (ledge rocks and ponds) completed by Bidder within the last two (2) years.

BID FORM

HICKORY HILLS PARK DISTRICT
8047 W. 91st Place
Hickory Hills, IL 60457

For : Martin Park Pond Ledge Rocks Project

To the Board of Park Commissioners:

The undersigned Bidder has become familiar with all Specifications and other Contract Documents, and hereby proposes to furnish all equipment, labor, materials and accessories in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Hickory Hills, Illinois.

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

Bidder hereby agrees to start work on June 24, 2024, or on such other date as may be agreed upon by the parties, and shall complete the work on or before August 23, 2024.

The undersigned Bidder agrees to perform all of the work described in the Contract Documents for the following price:

BASE BID TOTAL \$ _____

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

RESPECTFULLY SUBMITTED
BY: _____

(SEAL – If Bid is by
Corporation)

(Title)

(Business Address)

(Phone)

(Date)

BIDDER CERTIFICATION

The undersigned Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation;
- B. That the Bidder has checked carefully the bid figures and understands that it shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- C. That it is understood and agreed that the Hickory Hills Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- D. To hold the bid open for one hundred twenty (120) days subsequent to the date of the bid opening;
- E. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to: (1) Accomplish the work in accordance with the Contract Documents; and (2) Complete the work within the time requirements as set forth in the Bid Documents.
- F. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- G. To begin work as specified in the Instructions to Bidders, and to prosecute the work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract; and
- H. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this day of _____, 2024.

Name: _____
 By: _____
 Signature _____
 Title: _____

SUBSCRIBED AND SWORN TO before me
 this day of 2024

_____ Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. 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 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) 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 5) steel products procurement.
- C. 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.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. 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 Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has 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 Contractor '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. Contractor 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.
- F. (i) Contractor 's bid proposal 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 Owner 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 Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner 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.

- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code by this reference.
- H. 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.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. 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 Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- K. 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 Hickory Hills Park District'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.
- L. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of

performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.

CONTRACTOR

By: _____
Its: _____

STATE OF ILLINOIS)
) ss
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated:

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Hickory Hills Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** 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 must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** 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 Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

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

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor (IDOL). As required by the Illinois Prevailing Wage Act, the contractor/subcontractor has an obligation to check IDOL's web site for revisions to prevailing wage rates. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Bidders and contractors 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 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.