

HICKORY HILLS PARK DISTRICT
HVAC BID 2024

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BID NOTICE

The Hickory Hills Park District (“Park District”) will receive sealed bids for the **HVAC BID 2024** for Hickory Hills Park District, 8047 W. 91st Place, Hickory Hills, IL.

Bids must be submitted in a sealed, opaque envelope, marked “HVAC BID 2024” and will be received until 11:00 a.m., on Tuesday, December 10, 2024 at the Park District’s Cynthia Neal Center, 8047 W. 91st Place, Hickory Hills, IL 60457, at which time they will be opened and read aloud.

Specifications, drawings, and bid forms are available commencing on November 14, 2024 at the Park District’s Cynthia Neal Center, 8047 W. 91st Place, Hickory Hills, IL between 9:00 a.m. – 5:00 p.m., Monday – Friday or are available for download from the Park District’s website: hnparkdistrict.org.

There will be a mandatory pre-bid meeting on Tuesday, December 3, 2024, at 11:00 a.m. at the Park District’s Krueger Park, 9100 S. 88th Avenue, Hickory Hills, IL and will end at the Park District’s Maintenance Facility at 9156 S. Roberts Rd, Hickory Hills, IL. Failure to attend the mandatory pre-bid meeting may result in rejection of a Bidder’s bid.

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.

All bid proposals must be accompanied by a bid bond or bank cashier’s check payable to the Hickory Hills Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

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 hHPD@sbcglobal.net.

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:

These Bid Documents include a complete set of bid forms which are for the convenience of the Bidders and are not to be detached, filled out, or executed. Separate copies of **Bid Forms** are furnished for that purpose.

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 must clearly display the Bidder's name and address and the bid name "**HVAC BID 2024.**" 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. All applicable blank spaces on the Bid Form shall be fully completed. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and title shall be typed below the signature. Erasures, interlineations, corrections, or other changes on the Bid Form shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.

The Contractor shall also supply: a) reference list of at least three (3) projects of similar scope and complexity completed within the last five (5) years; b) on a separate sheet, list all projects your organization has in progress, giving the name of the project, project description, project address, percent complete, and scheduled completion date; c) on the List of Subcontractors form provided herein, provide a list of anticipated subcontractors, if any, including their firm names, addresses and

telephone numbers; and c) on a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition.

The Park District may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The District reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received

It is the sole responsibility of the Bidder to see that their 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 may 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, December 10, 2024, at:

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. Availability of Specifications and Drawings, Mandatory Pre-bid Meeting, Bid Opening and Bid Award:

Specifications, drawings and bid forms may be obtained beginning November 14, 2024 at the Park District's Cynthia Neal Center, 8047 W. 91st Place, Hickory Hills, IL between 9:00 a.m. – 5:00 p.m., Monday – Friday or may be downloaded from the Park District's website: hhparkdistrict.org.

There will be a mandatory pre-bid meeting on Tuesday, December 3, 2024, beginning at 11:00 a.m. at Krueger Park, 9100 s. 88th Avenue, Hickory Hills, IL and ending at the

Maintenance Facility, 9156 S. Roberts Road, Hickory Hills, IL. Failure to attend the mandatory pre-bid meeting may result in rejection of a Bidder's bid.

All questions or Request for Information (RFI) should be sent to hdpd@sbcglobal.net.

All bids received prior to the opening time shall be securely kept until 11:00 a.m. on Tuesday, December 10, 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 for a period of one hundred twenty (120) calendar days.

All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Hickory Hills Park District Board of Commissioners at a regularly scheduled meeting. The anticipated date of Board approval for award of this project is December 16, 2024.

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 decide all questions which may arise relative to the execution of the Contract on the part of the successful Bidder, and all estimates and 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 in accordance with Section 12 of these Instructions to Bidders. 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 business 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 it 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: a) experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and b) sufficient resources in order to accomplish delivery, prep work, labor and installation of HVAC units by the specified completion date. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

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.

The Owner reserves the right to add or deduct from item quantities herein set forth or to delete total items at unit pricing if received bids exceed Owner's budget or otherwise as its best interest may be served, in which event the Contract Base Bid will be altered in accordance with the increase or decrease of the item description or descriptions affected.

Price quotations must include all necessary accessories, including but not limited to parts, material, hardware, equipment, installation for the HVAC units.

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, or which does not include a bid for all the items specified for bid, or which otherwise is not in conformity with the Bid Documents, shall be considered non-responsive and 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. Surety

Each bid shall be accompanied by a bid security in the form of a bid bond or cashier's check equal in value to 10% of the bid, payable to Hickory Hills Park District and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Hickory Hills Park District Board of Park Commissioners. The bid security of the three (3) lowest responsive and responsible Bidders will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Hickory Hills Park District as the certificate holder and as additional insured from the successful Bidder, and the successful Bidder has executed and returned to the Park District the Contract for the work presented by the Park District.

Prior to beginning work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the total bid amount, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to the Park District, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of work. The cost of each bond shall be included in the contract sum. The Bidder and all subcontractors shall name the Park District as an obligee on all bonds. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Park District need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety, provided that the Park District's retention of the bid guarantee shall not preclude the Park District from holding the Bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the Park District, including reasonable attorneys' fees, arising from the Bidder's failure to enter into said Contract and to deliver the same back to the Park District within said ten (10) day period.

10. Award of Contract

Award of Contract will be made to lowest responsible Bidder as determined by the Park District. 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,

among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, terms of delivery, quality, serviceability, conformity with Specifications, financial capability of Bidder, and the performance of Bidder on other projects.

The Hickory Hills Park District reserves the right to: determine whether a proposed substitute, in its judgment, is an acceptable alternate; to reject any and all prices or bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept that bid which is considered in the best interests of the Hickory Hills Park District. Such decisions are final and not subject to recourse.

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, for execution by 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 and forfeit the Bid Security.

The Bid Notice, Instructions to Bidders, General Conditions, Supplementary and/or Special 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 Agreement for the Purchase and Installation of HVAC Equipment, substantially in the same form included in these Bid Documents, the Performance Bond and Labor Material Payment Bond 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.

11. Tax Exemption

The Hickory Hills Park District is not subject to federal excise or Illinois retailer's occupation tax. An exemption certificate will be furnished by the Park District upon request of the Bidder.

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

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. All Bidders of record will be notified by Addendum within three (3) business days of the approval or rejection of a proposed substitution. The approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bidders wishing to bid on the approved substitution must still submit a complete base bid as specified in the project manual. The bid for the approved substitution 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. Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. 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.

13. 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 constitute 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.

14. Modification and Withdrawal of Bids

Any Bidder may modify its bid by written notice at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time.

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

The General Conditions shall include the following provisions and the terms and conditions of the Agreement for the Purchase and Installation of HVAC Equipment, substantially in the same form included in these Bid Documents. 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. Invoicing and Payment

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, unless as otherwise modified by the Contract Documents.

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.

The Contractor must present the Hickory Hills Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor shall sign over warranties and guarantees to the Hickory Hills Park District. The Contractor must provide at least 1 year parts & labor on all work, 5 years parts on compressors, 10

years on parts for rooftop unit heat exchangers and 20 years on heat exchangers for gas fired furnaces.

3. Materials

All materials supplied by the Contractor shall be new materials of the like and kind specified. Defective materials, including those damaged during installation will not be accepted, and must be replaced or repaired in a manner satisfactory to the Hickory Hills Park District at the Contractor's cost.

4. Delivery

Contractor shall install the HVAC units beginning **January 2, 2025, and shall achieve Final Completion of all the work on or before April 30, 2025**. 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. Contractor will arrange for installation of the HVAC project through Zach Ingalls, Maintenance Manager, Hickory Hills Park District, Hickory Hills, Illinois.

Contractor shall not grant rights in or to, or otherwise encumber the HVAC equipment or any parts thereof, to, in or by any third parties at any time, that would impair or delay the full exercise by Park District of any of its rights or remedies under the Contract. Clean and unencumbered title to the HVAC equipment shall be transferred to the Park District upon acceptance of the HVAC equipment by the Park District. Title to, and the risk of loss, injury or destruction from any casualty to the HVAC equipment, regardless of cause, will be the responsibility of the Contractor until the HVAC equipment has been received, inspected and accepted by 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 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 and, if necessary, commercial umbrella insurance, including contractual liability coverage, with minimum

limits of not less than two million dollars (\$2,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; completed operations coverage, and, if necessary, commercial umbrella insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract; 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 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 cancel this Agreement.
- d. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance as required hereunder.

7. Prevailing Wage Act

This Contract calls for construction of a "public work" within the meaning of Illinois Prevailing Wage Act, 820ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performance.

8. 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. The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

SPECIAL CONDITIONS

1. Manuals

Owner requires two (2) complete sets of an operational, installation, maintenance manuals including complete part numbers, owner's manuals, and preventative maintenance procedure. Current Material Safety Data Sheets (MSDS).

2. Delivery, Installation, Training

Complete installation of the HVAC units.

Project location: Krueger Park Recreation Center, 9100 S. 88th Avenue, Hickory Hills, IL 60457 and Maintenance Facility, 9156 S. Roberts Road, Hickory Hills, IL 60457.

The Owner must be called at least seven (7) working days in advance of the delivery of any materials that are delivered prior to the start of the project and provide the date and time of delivery.

Demonstration of proper operation must be made to the Owner's Executive Director and Maintenance Manager and written acceptance of the Owner's Executive Director shall be required as a condition to final payment.

A Park District representative will need to be on site during delivery.

Complimentary training shall be provided to Owner's staff on functions, proper operation, programming thermostats, maintenance, and use of the HVAC units. No additional charge shall be made for this service. The Owner may video tape such instructional sessions. Two copies of instruction manuals must be provided.

BID SPECIFICATIONS

KRUEGER RECREATION CENTER & MAINTENANCE FACILITY HVAC UNITS

Project specifications for the replacement of various HVAC units throughout the facilities per the following:

Krueger Recreation Center

- Replace existing Airpac indoor air handling unit, duct furnace, and associated air cooled condensing unit serving the storage room.
- Replace existing Trane 20 ton packaged rooftop unit serving the gym.
- Replace existing electric cabinet unit heater serving the entry vestibule.

Maintenance Facility

- Replace existing American Standard indoor gas furnace unit and associated air cooled condensing unit serving the office area.
- Replace (2) existing Reznor gas fired unit heaters the warehouse.

See attached drawings ME1.1 and ME1.2 for scope of work.

SUMMARY OF WORK

This will be a turnkey all-inclusive project bid under a single prime contract by a qualified HVAC Mechanical Contractor. This bid will include but not be limited to HVAC equipment, material, supervision, cartage, engineering, hoisting, ductwork, gas piping, condensate piping, electrical wiring, low voltage wiring, structural steel, masonry & roofing work required to perform all work indicated in the bid documents. The contractors bidding on this project shall review all drawings, specifications and addendums to understand the complete scope of work. Successful contractor shall be responsible for the entire contract and all associated trades to complete the work. It is understood that any drawings, specifications & addendums are scope documents which indicate the general scope of the project, and as such, the drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of this work. Contractor, therefore, must comprehend the full scope of work and anticipate all work or hidden conditions not shown in the contract documents.

The contractor shall be responsible for providing a complete and proper functioning HVAC / Temperature Control system including but not limited to the following:

- Packaged gas heat / electric cooling rooftop units manufactured by Carrier, Trane, Daikin, or Johnson Controls/York or equal to or superior to product as approved by the District in accordance with Section 12 of the Instructions to Bidders, including but not limited to ductwork, curbs, pipe portals, counter flashing, temperature controls, gas piping, electrical power wiring, low voltage wiring, condensate piping, masonry work, structural steel& roofing.
- Split system gas heat / electric cooling as manufactured by Carrier, Trane, York, or equal to or superior to product as approved by the District in accordance with Section 12 of the Instructions to Bidders, including but not limited to ductwork, curbs, pipe portals, counter flashing, temperature controls, gas piping, electrical power wiring, low voltage wiring, condensate piping & roofing.
- Suspended gas unit heaters manufactured by Sterling or Reznor or equal to or superior to product as approved by the District in accordance with Section 12 of the Instructions to

Bidders, including but not limited to temperature controls, gas piping, electrical power wiring, low voltage wiring, structural steel.

- Ceiling mounted fully recessed electric cabinet unit heaters manufactured by Markel, Berko, or equal to or superior to product as approved by the District in accordance with Section 12 of the Instructions to Bidders, including but not limited to temperature controls, electrical power wiring, low voltage wiring, structural steel.
- Fire dampers as required by code.
- Manual volume balancing dampers required to properly balance the system.
- Factory authorized start-up of all new HVAC equipment including end user training by a factory authorized representative.
- Independent Testing & Balancing to be performed by a certified independent balancer. Provide balancing reports to the owner upon completion.
- Furnish and install all necessary insulation and/or duct liner for this project on all supply, return & outside air intake ductwork.
- Furnish & install all interconnecting wiring associated with but not limited to the HVAC equipment and its respective operating control.
- Includes layout & engineering for work associated with this project including but not limited to HVAC, Electrical & Structural Steel.
- Includes all fire stopping as required by code.
- Provide a complete ventilation system utilizing existing and new ductwork as required including all low and medium pressure ductwork systems and all other accessories required for a complete distribution system which shall include but not limited to insulation, fasteners, tape, sealers etc., return air systems, air filters, plenums and all other accessories required for a complete installation.
- All new ductwork shall have all seams sealed with duct sealer to prevent leakage.
- Provide all prefabricated roof curbs required for the completion of the work, including but not limited to frames, treated wood nailers, flashing, counter flashing, structural steel supports and other related accessories.
- Provide certified and stamped structural steel drawings prepared by a certified professional structural steel engineer if required by additional weight of gym rooftop unit.
- All costs associated with obtaining this certified document will be the responsibility of the contractor.
- No structural steel work shall proceed without a certified stamped and reviewed drawing in hand.
- Furnish and install all structural steel supports associated with this project.
- Furnish and install all fire dampers, back draft dampers, volume dampers, balancing dampers and all other dampers as required for a complete and functioning system.
- Include all necessary electrical power wiring as required for the complete operation of the new systems.
- Contractor shall provide all condensate drain piping associated with this work to the nearest roof or floor drain.
- Contractor shall provide all supports, hangers, anchors, saddles, etc. required to support mechanical systems.
- Contractor shall provide all insulation and vapor barriers required for this work.
- Contractor shall provide all sleeves and supports for HVAC systems at masonry walls, drywall walls and metal stud walls including all fire safing, stops and sealants as required.

- All new supply, return & outside air intake ductwork shall be acoustically lined with 1" thick duct liner.
- Protect all new & existing systems from dust and debris.
- Provide a final cleaning of all systems as required in order to deliver to the owner a dust and debris free system at turnover of the project.
- Contractor shall include an independent testing & balancing as required for new systems and final operating conditions.
- Contractor shall provide any access panels required for work.
- Contractor shall include the installation of all necessary motor starters, disconnects, conduit, wire, breakers etc. as required for the proper function and operation of the new HVAC systems in accordance with all applicable mechanical and electrical codes.
- Contractor to furnish and install new indoor / outdoor service disconnect switches at each new piece of equipment being installed.
- Before any new ventilation systems are turned on the contractor is responsible for the cleaning of the new and existing sheet metal ductwork to the owner's satisfaction.
- Final filters shall be installed at the completion of the project.
- Furnish 2 sets of filters for all HVAC systems to the owner for Attic Stock at the completion of the project.
- Contractor shall provide all roof assemblies required for their work and shall be responsible for all permanent roofing and flashing of the existing roof systems by a certified roofing contractor who is certified to work on the particular roof manufacturer's product that is currently installed.
- Contractor to provide proof of roofing contractor's certification prior to starting any roofing.
- Contractor includes flashing and/or counter flashing where new HVAC work penetrates through the roof or walls for a tight seal.
- Contractor shall furnish and install escutcheon plates at all exposed pipe penetrations through finish walls.
- All exposed piping on roof shall be installed on pre-fabricated pipe supports and not wood.
- New split system condensing unit shall be installed upon a new platform type curb and roofed in by roofing contractor unless noted otherwise.
- All caulking/sealants required for penetrations associated with this work are to be covered under this contract.
- All structural steel support members, lintels, anchors, etc. as required to properly carry the operating weights of the new HVAC equipment is the responsibility of this contractor.
- All exposed electrical conduits/pull boxes in the gym shall be painted to match the surrounding conditions.
- Provide for procurement and payment of all permits and inspection fees required for this contract.
- Coordinate with owner the placement of construction site barricades, and flag personnel required for this project when applicable.
- This contractor shall include all necessary condensate drip pans and associated piping to nearest floor or roof drain.
- No additional compensation will be paid for working premium or overtime hours.
- Contractor is to anticipate any premium time labor costs in their original bid.
- Contractor shall clean work areas daily, including sweeping, and providing labor for disposal of debris generated from this contractor into contractor provided dumpsters.
- No use of the owner's dumpsters will be allowed.

- Proposed location for staging of material and equipment will need to be coordinated with the owner as to not affect the daily operation of the facility.
- If offsite or storage containers are required that will be at the contractor's expense.
- This is a prevailing wage project and all workers' onsite are required to be paid the current prevailing wage as published by the Department of Labor.
- This project will require a 10% Bid Bond to be submitted with the bid.
- Failure to submit a Bid Bond with the bid will be grounds for disqualification.
- Payment & Performance bonds equal to 110% of the project cost will be required once project has been awarded.
- Project is subject to a 10% retainage withholding until the project has been completed and accepted by the owner including but not limited to final cleaning, start up, balancing, owner training and the submission of Operation & Maintenance manuals.
- Furnish and install new programmable thermostats for all new systems.
- Furnish & install all necessary material & labor for a complete and professional installation.
- Provide 1 year parts & labor warranty on all work.
- Provide 5 year parts only warranty on all compressors.
- Provide 10 year parts only warranty on all packaged rooftop unit heat exchangers.
- Provide 20 year parts only warranty on all gas fired furnaces.
- Contractor to include all demolition work associated with replacing all systems including but not limited removal from site and proper disposal. Units need to be removed from site the same day they are taken off the roof otherwise the owner will remove the units at the contractors expense.
- All new packaged HVAC rooftop units are to come with factory installed Economizers with Enthalpy control.
- All new packaged HVAC rooftop units are to come factory installed hail guards.
- All new packaged rooftop units are to be IECC compliant.
- Successful contractor will be required to provide HVAC equipment product data submittals for the owner and engineer to review and approve prior to ordering any equipment.
- Contractor will be required prior to closeout to provide the owner with a complete set of operation and maintenance manuals bound in a 3 ring binder and labeled according to the respective piece of equipment.
- Contractor will be required prior to closeout to provide a certified independent test & balance report.
- Contractor will be required to prepare a Schedule of Values on an AIA G702 & G703 for the owner to review and approve prior to the 1st payment.
- Any item over \$2,500.00 shall be shown on the Schedule of Values including but not limited to all subcontractors performing work on this project.
- Waivers of lien will need to be provided from the contractor with each pay request.
- Trailing waivers from the contractor's material suppliers and subcontractors will be required prior to the next pay request if they are listed on the previous pay request.
- Certified payroll based on prevailing wage is required to be submitted pursuant to 820 ILCS 130/5.
- It is the contractor's responsibility to attend the mandatory pre-bid walk through prior to the bid.
- Failure to attend the mandatory pre-bid walk through may be cause for disqualification of contractors bid.

Contractor shall remove all containers, surplus materials and debris. Leave site in a clean and orderly condition. Contractor is responsible for disposal of materials in accordance with local, state and Federal regulations.

Contractors shall provide a lump sum contract cost to supply all labor, materials, tools, equipment and supplies as necessary and provide any necessary job site protection to complete the work.

BID FORM

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

To the Board of Park Commissioners:

The proposal of _____
(hereinafter called "Bidder" organized and existing under the laws of the State of _____
doing business as a _____ is herewith submitted
to the Hickory Hills Park District (hereinafter called "Owner").

The Bidder in compliance with the Bid Notice and Instruction to Bidders 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.

Bidder hereby agrees to start work on **after January 2, 2025, after receipt of signed contract from the Owner and shall achieve final completion of the work on or before April 30, 2025.**

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

TOTAL for HVAC \$ _____

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

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 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 and is not submitted in conformity with any agreement or rules of any group, association, organization 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 there with 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 _____)



LIST OF SUBCONTRACTORS

Bidder submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that if selected the successful Contractor, the Bidder will promptly confer with the District’s agents on the question of which subcontractors the Bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor, another subcontractor for the trade against whose standing and ability the Bidder makes no objection in writing, and the Bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bidder’s bid, the unit, total and alternate Contract prices being adjusted to confirm thereto.

Subcontractor Name & Address Classification of Work Amount of Subcontract

1.		
2.		
3.		
4.		

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. The Contractor shall submit monthly, no later than the 10th day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website in accordance with the Prevailing Wage Act. Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act. Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.
- M. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of

performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.

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.