



## **Notice for Bids**

(847) 599-2500

Sealed bids are invited and will be received by the City of Waukegan, at City Hall, 100 N. M. L. King Jr. Ave., Waukegan IL 60085-4316 until October 19, 2022 at 9:00am Central Standard Time (CST) for:

### ***CITY HALL WINDOW REPLACEMENT OF DAMAGED WINDOWS***

In accordance with the specifications on file in the office of City Clerk, this will be made available to all parties desiring to bid. Bids will be opened at City Hall in the Council Chambers, 100 N. M. L. King Jr. Ave., and bids will be due on October 19, 2022 at 9:00am and can be viewed in person in the Council Chambers as well as on Facebook Live at Waukegancityclerk.

Bids shall be submitted in a sealed envelope, plainly marked on the outside with the name and address of the bidder and the words:

**Sealed Bid: October 19, 2022 at 9:00am**

### ***CITY HALL WINDOW REPLACEMENT OF DAMAGED WINDOWS***

Bids shall be addressed to Janet E. Kilkelly City Clerk, City of Waukegan 100 N. M. L. King Jr. Ave., Waukegan Illinois 60085-4316 and shall be received before October 19, 2022 at 9:00am.

Each bid shall be accompanied by a completed, notarized application form and submitted on the enclosed proposal form.

Any questions regarding the actual bid should be directed to Chris Garland at 847-360-0944. Bid packets can be obtained from the City of Waukegan's website at <https://www.waukeganil.gov/bids.aspx>.

Each bidder, by making a bid to furnish the aforementioned item(s), signifies their intention and good faith to enter into contract with the City of Waukegan should they be awarded the bid. The State of Illinois requires under Public Works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130/1 *et seq.*) as amended.

The City Council reserves the right to reject any and all bids and to make an award on those bids which, in its opinion, are most advantageous to the City of Waukegan. By the order of the Council of the City of Waukegan.

Janet E. Kilkelly  
City Clerk

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## CITY OF WAUKEGAN

### REQUEST FOR PROPOSALS

#### OWNER:

City of Waukegan  
100 N. Martin Luther King Jr. Ave.  
Waukegan, Illinois 60085

Owner will receive sealed proposals for the Work generally described as follows:

#### **CITY HALL WINDOW REPLACEMENT OF DAMAGED WINDOWS**

TO BE SUBMITTED TO City of Waukegan, 100 N. M. L. King Jr. Ave., Waukegan IL 60085-4316, attention Janet E. Kilkelly, City Clerk, BEFORE OCTOBER 19, 2022 AT 9:00AM.

#### INSTRUCTIONS TO BIDDERS

##### Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected. All proposals must include all of the required documents listed in the Specifications.

##### Bid Security

All proposals shall be accompanied by a cashier's or certified check, or bid bond in form and from a surety satisfactory to Owner, in an amount equal to at least ten percent of the Total Contract Price named in the Schedule of Prices section of the Contract/Proposal form.

##### Pre-Proposal Walk-Through

A mandatory pre-proposal walk-through at City Hall will be held by Owner on October 7, 2022 beginning at 9:00 am. The purpose of the walk through is to review the Scope of the Work and Specifications and allow an opportunity to inspect the Work Sites and ask any questions at that time. Attendance by Bidders is mandatory and the City reserves the right to reject proposals from Bidders who fail to attend.

##### Performance and Payment Bonds

The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond, each in the penal sum of the full amount of the Contract Price, on forms provided by Owner from a surety company acceptable to Owner. *Each proposal must be accompanied by a letter from such a surety company* stating that it will execute Bonds, on forms provided by Owner, upon award of the Contract to Bidder.

##### Insurance

The successful Bidder will be required to furnish proof of insurance as required by Section 4.B of the Contract/Proposal upon award of the Contract. *Each proposal must be accompanied by a letter from Bidder's insurance carrier or its agent* certifying that said insurer has read the requirements set forth in the Contract and will issue

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the required certificates and policies of insurance upon award of the Contract to Bidder.

##### Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. Questions shall be submitted in writing to Public Works Director Chris Garland at [chris.garland@waukeganil.gov](mailto:chris.garland@waukeganil.gov).

##### Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

##### Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

##### Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

##### Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

##### Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

### **ALTERNATIVE "TIER 2" BIDS**

#### Purpose

The City of Waukegan recognizes that some businesses are at a disadvantage in the bidding process. In order to promote local hiring, fairness, and equal opportunity, the City has adopted rules permitting a prospective bidder to submit a "Tier 2" bid. These rules allow the City Council to consider these factors when awarding a bid, and allow certain businesses to be awarded a contract even when such a bidder is not the lowest bidder, provided the rules described below and in the City Code are followed.

#### Tier 2 Bid Allowed

In those instances where a contract has been determined by the City to be of an estimated value of at least \$25,000, a prospective bidder may submit a sealed bid ("Tier 2 Bid") in lieu of, or in addition to, a primary sealed bid, so long as they meet the criteria described below.

#### Tier 2 Bid Criteria

In order to be eligible to submit a Tier 2 Bid, the prospective bidder must meet one of the criteria defined in Section 2-461 of the Waukegan City Code, either by being a "qualifying Waukegan Business," or by being a certified Disadvantaged Business Enterprise ("DBE"). A bid submitted by a joint venture with more than 10% of business entities meeting these designations may also meet these criteria.

- A DBE is a company registered with the State of Illinois, pursuant to 30 ILCS 575/0.01, et seq., as one of the following:
  - a Minority owned Business Enterprise (MBE);
  - Persons with Disability Business Enterprise (PBE);
  - Women owned Business Enterprise (WBE);
  - Women/Minority Business Enterprise (WMBE); or
  - Veteran-owned Business Enterprises, as separately defined under 30 ILCS 500/45-57.

- A "qualifying Waukegan Business" is a business with its principal place of business located within City limits, is registered with the Illinois Secretary of State as such, and holds a current City Business License.

**NOTE: the conditions of Section 2-461 are also binding on any subcontractors. A prospective bidder should fully review the conditions of Section 2-461 of the City Code prior to submitting a Tier 2 bid.**

#### Tier 2 Bid Instructions

A Tier 2 bid proposal must be placed in a sealed envelope clearly labeled "**TIER 2 BID.**" If a separate primary bid is being submitted as well, that bid must be submitted in a separate sealed envelope, and conform with all other rules and instructions in this Invitation to Bid.

In addition to all other documentation requisite to a complete bid submitted under this Invitation to Bid, a Tier 2 Bid must include the following:

- A "DBE" Bid: o Proof of DBE Business Enterprise Program or Veteran Business Program certification with the State of Illinois Central Management Services (CMS) for each business entity included in the bid (if DBE status claimed);
- State of Illinois Certificate of Good Standing;
- If any business is located in Waukegan, a current City of Waukegan Business License; and
- An affidavit certifying the accuracy of the qualification and information submitted.

For a "qualifying Waukegan Business" Bid:

- A copy of the bidder's (and any subcontractors') current City of Waukegan Business License(s);
- State of Illinois Certificate of Good Standing; and
- An affidavit certifying the accuracy of the qualification and information submitted.

**NOTE: Any Tier 2 bid proposal lacking the affidavit or documentary evidence required by this Invitation to Bid shall be considered an incomplete bid proposal, and cannot be considered for the award of the contract.**

#### City's Rights for a Claimed Tier 2 Bid

The City of Waukegan reserves the right to reject any and all Bids, including Tier 2 Bids, and the submission of a Tier 2 Bid does not guarantee its consideration if it is not the lowest qualified bid. The awarding of a contract based on a Tier 2 Bid requires a two-thirds vote of the City Council after finding qualification under these rules, and also finding compelling

grounds leveraging the City's commitment to local hiring, fairness, and equal opportunity.

DATED this \_\_\_\_\_, 2022.

CITY OF WAUKEGAN  
By: /s/ Janet E. KilKelly  
City Clerk

CITY OF WAUKEGAN

CONTRACT/PROPOSAL FOR THE

CITY HALL WINDOW REPLACEMENT OF DAMAGED WINDOWS

Full Name of Bidder \_\_\_\_\_ (“Bidder”)  
 Principal Office Address \_\_\_\_\_  
 Local Office Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

TO: City of Waukegan (“Owner”)  
 100 N. M. L. King Jr. Ave.  
 Waukegan IL 60085

Attention: Janet E. KilKelly, City Clerk

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ [if none, write “NONE”], which are securely stapled to the end of this Contract/Proposal.*

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the “Work”:

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for **THE REPLACEMENT OF DAMAGED WINDOWS AT CITY HALL (“Work Site”) as listed on the Schedule of Prices attached to and, by this reference, made a part of this Contract as Exhibit A all in accordance with the Specifications attached to, and by this reference, made a part of this Contract as Exhibit B;**
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates of insurance specified in this Contract/Proposal;

4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and
6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Specifications. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers’ or vendors’ products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. **Responsibility for Damage or Loss.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, any damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

## 2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

### A. SCHEDULE OF PRICES

**For providing, performing, and completing all Work, the City will the Bidder the amount set forth on the Schedule of Prices.**

### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

### C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

**Bidder will invoice Owner for the cost of the Work in accordance with the Schedule of Prices only after the Work has been completed and accepted by the City. The City will pay each invoice in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 et seq.**

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

## 3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days after Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than **180 days** from the date this Contract is accepted by Owner.

## 4. Financial Assurance

A. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner and shall name Owner, its elected and appointed officials, officers, employees, agents, attorneys, consultants and representatives as additional insureds. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are set forth on **Exhibit C** attached to and, by this reference, made a part of this Contract.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

## 5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

## 6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **one year** after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract/Proposal calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). Bidder and any subcontractors rendering services under this Contract/Proposal must comply with all requirements of the Act, including, but not limited to, all wage, notice, and recordkeeping duties and certified payrolls.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Patriot Act Compliance. The Contractor represents and warrants to the Owner that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Owner that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its corporate authorities, and all Owner elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

F. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

## 7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence in the performance of all terms and conditions of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect

of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby, and the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and interest of this Contract/Proposal to the greatest extent permitted by applicable law.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until it is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



Bidder's Status: ( ) \_\_\_\_\_ Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: \_\_\_\_\_

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: \_\_\_\_\_

(corporate seal)  
(if corporation)

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Bidder's Business Address: \_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Waukegan ("Owner") this [ ] day of [MONTH], [20\_\_].

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

**CITY OF WAUKEGAN**

By: \_\_\_\_\_  
Ann Taylor, Mayor

CITY OF WAUKEGAN

CITY HALL WINDOW REPLACEMENT OF DAMAGED WINDOWS

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

\_\_\_\_\_  
(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto City of Waukegan, 100 N. Martin Luther King Jr. Drive, Waukegan, Illinois 60085, as Obligee, hereinafter called City, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Contract/Proposal dated \_\_\_\_\_, 20\_\_, to City entitled "Contract/Proposal for City Hall Window Replacement of Damaged Windows" (the "Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by City, Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the Contract and the required bonds, in the form included in the bidding documents, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by City's acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which City may accept the Proposal, and Surety does hereby waive notice of any such extension. City shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond. No right of action shall accrue on this bond to or for the use of any person or corporation other than City or the administrators or successors of City.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness:

PRINCIPAL: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President

Attest/Witness:

SURETY: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**CITY OF WAUKEGAN**

**CITY HALL WINDOW REPLACEMENT OF DAMAGED WINDOWS**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that **[INSERT COMPANY NAME AND ADDRESS]** as Principal, hereinafter called Contractor, and **[INSERT COMPANY NAME AND ADDRESS]**, as Surety, a corporation organized and existing under the laws of the State of **[INSERT STATE]**, hereinafter called Surety, are held and firmly bound unto City of Waukegan, 100 N. Martin Luther King Jr. Drive, Waukegan, Illinois 60085, as Obligee, hereinafter called Owner, in the full and just sum of **[INSERT CONTRACT PRICE]** Dollars (\$ \_\_\_\_\_), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated \_\_\_\_\_, 20\_\_ with Owner entitled "Contract/Proposal for City Hall Window Replacement of Damaged Windows Between City of Waukegan and **[INSERT COMPANY NAME]**" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Window Replacement of Damaged Windows listed in the Contract; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness:

PRINCIPAL: **[INSERT COMPANY NAME]**

By: \_\_\_\_\_

By:

\_\_\_\_\_  
**[INSERT NAME]**

Title: \_\_\_\_\_

Title: President

Attest/Witness:

SURETY: **[INSERT COMPANY NAME]**

By: \_\_\_\_\_

By:

Title: \_\_\_\_\_

Title:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_

**CITY OF WAUKEGAN**

**CITY HALL WINDOW REPLACEMENT OF DAMAGED WINDOWS**

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that **[INSERT COMPANY NAME AND ADDRESS]**, as Principal, hereinafter called Contractor, and **[INSERT COMPANY NAME AND ADDRESS]**, as Surety, a corporation organized and existing under the laws of the State of **[INSERT STATE]**, hereinafter called Surety, are held and firmly bound unto City of Waukegan, 100 N. Martin Luther King Jr. Drive, Waukegan, Illinois 60085, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **[INSERT CONTRACT PRICE]** Dollars (\$\_\_\_\_\_), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated \_\_\_\_\_, 20\_\_, with Owner entitled "City Hall Window Replacement of Damaged Windows Contract Between City of Waukegan and **[INSERT COMPANY NAME]**" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Window Tinting listed in the Contract; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, §§ 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness:

PRINCIPAL: **[INSERT COMPANY NAME]**

By: \_\_\_\_\_

By:

\_\_\_\_\_  
**[INSERT NAME]**

Title: \_\_\_\_\_

Title: President

Attest/Witness:

SURETY: **[INSERT COMPANY NAME]**

By: \_\_\_\_\_

By:

Title: \_\_\_\_\_

Title:

\_\_\_\_\_  
Telephone:

**EXHIBIT A**  
**SCHEDULE OF PRICES**

Bidder: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**NOTE: The number, type, and size of the windows to be replaced will be determined during the mandatory walk-through. Please provide a proposal for the type, number, and cost of the replacement windows using the chart below. Please add additional rows as necessary.**

<b>Address</b>	<b>Item</b> [Insert size/type/brand and location of window]	<b>Price Per Window</b>	<b>Number of Windows</b>	<b>Extension Price</b>
<b>City Hall 100 N. Martin Luther King Jr. Ave. Waukegan, IL 60085</b>		\$		\$
<b>City Hall 100 N. Martin Luther King Jr. Ave. Waukegan, IL 60085</b>				
<b>TOTAL CITY HALL COST:</b>				<b>\$</b>



**EXHIBIT B**  
**SPECIFICATIONS**

**BID DOCUMENTS**

The Bidder's proposal must include the following completed and signed documents:

- Contract
- Schedule of Prices
- Prospective Bidder Application Form
- The Contractor's Certification
- The Fair Employment Practices Affidavit
- The Anti-Collusion Affidavit
- Certification of Compliance
- Drug-Free Workplace Certification
- Hold Harmless Agreement

**OWNER**

Shall mean the City of Waukegan, 100 Martin Luther King Jr. Ave., Waukegan, Illinois, 60085.

**CONTRACTOR**

Shall mean any person, persons, partnership or Corporation performing the work described by these Specifications and or Drawings.

**WORK**

The term "Work" includes labor and material or both, equipment, transportation, or other facilities necessary to complete the Contract.

**SPECIFICATIONS**

**PERMITS, REGULATIONS AND COMPLIANCE WITH LAWS**

The Contractor shall secure and pay for all required licenses and bonds unless specifically provided in the Contract Specifications, prior to commencement of work.

**ADDITIONS ALTERATIONS OR OMISSIONS**

The owner reserves the right to make and authorize additions, alterations, or omissions in work under the contract, but only upon written agreement of the owner and contractor. No claim for extras will be allowed or changes permitted without said written order. The owner shall have no limit on the amount of said additions, alterations or omissions.

The value of any such work or changes shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and fixed fee.

#### CLEAN UP

Each Contractor shall promptly remove from the premises all debris incidental to his/her work, and at the completion of the work, shall remove all tools, equipment, surplus materials and shall leave the completed work area clean and ready for use.

#### CONSTRUCTION SCHEDULE

Prior to commencing construction operations, the contractor or his/her authorized representative shall meet with the Public Works Director and present his/her proposed construction schedule. Said schedule shall contain such information as the City deems necessary, particularly in regards to location and date of starting construction and location of equipment and material storage sites.

#### WORKING HOURS

Working hours on this improvement shall be arranged so as to fall within the time brackets of 7:00 A.M. to 3:00 P.M. The contractor shall arrange his/her work so no equipment will be started prior to 7:00 A.M. and complete shutdown is achieved prior to 3:00 P.M. If a situation of emergency nature arises, variation from the above schedule will be allowed with approval of the Public Works Director.

#### SCOPE OF WORK

- **Replacement of Damaged Windows Only. This is not for all windows, only damaged windows.**
- The number, type, and size of the windows to be replaced will be determined during the mandatory walk-through. Please provide a proposal for the type, number, and cost of the replacement windows using the chart below. Please add additional rows as necessary. It is estimated that 105 windows may need replaced ranging in various sizes. The estimated quantities can be adjusted as needed with an agreement between the City and contractor.
- Bidders should prepare the Schedule of Prices as a proposal providing the type/brand of replacement window, the cost of the windows.

**MANDATORY WALKTHROUGH:**

A mandatory pre-proposal walk-through at City Hall will be held by Owner on October 7, 2022 beginning at 9:00 am at City Hall, 100 N. Martin Luther King Jr. Ave. The purpose of the walk through is to review the Scope of the Work and Specifications and allow an opportunity to inspect the Work Site and ask any questions at that time. Attendance by Bidders is mandatory and the City reserves the right to reject proposals from Bidders who fail to attend.

## PROSPECTIVE BIDDER APPLICATION FORM

1. Applicant (Firm or Individual) \_\_\_\_\_

2. Address \_\_\_\_\_

Phone \_\_\_\_\_

3. How long have you been in business? \_\_\_\_\_

4. State the general nature of the commodities you desire to bid upon.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. How long at present address? \_\_\_\_\_

6. Are you a:   (a) Manufacturer? \_\_\_\_\_  
                  (b) Jobber or Dealer? \_\_\_\_\_  
                  (c) Authorized Distributor? \_\_\_\_\_  
                  (d) Factory Representative or Agent? \_\_\_\_\_  
                  **(Answer each part "yes" or "no")**

7. If incorporated, state date of incorporation \_\_\_\_\_ State \_\_\_\_\_

8. List below names and addresses of officers of the Corporation.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Are you a partnership? \_\_\_\_\_ If so, list name and addresses of all partners.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. If you are doing business under a trade name, indicate State and County:

\_\_\_\_\_

11. Average number of employee's \_\_\_\_\_

12. Do you share office with any other firm or firms? \_\_\_\_\_  
If so, give the name of the other firm or firms.

\_\_\_\_\_

13. Do you own and operate a warehouse? \_\_\_\_\_ If answer is yes, give address and how long

\_\_\_\_\_

14. Have you ever bid on City of Waukegan business under another name? \_\_\_\_\_ If answer is yes, list the name or names

\_\_\_\_\_

\_\_\_\_\_

15. Give names and addresses of three of your largest customers (*Please include Federal, State or City Government*)

Name	Address
------	---------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. Bank References

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\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Title

**Sworn before me**

**This** \_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_

**NOTARY PUBLIC:** \_\_\_\_\_

## CONTRACTOR'S CERTIFICATION

Pursuant to P.A. 85-1295 (Ill. Rev. State. ch. 38 paragraph 33 E-1 et.seq.), the undersigned contractor hereby certifies to the City of Waukegan that the contractor is not barred from bidding on the contract as a result of a violation of either Section 33 E-3 or 33 E-4 of that Act.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Primary Contact/Title)

ATTEST:

\_\_\_\_\_

RECEIVED:

Date: \_\_\_\_\_

**FAIR EMPLOYMENT PRACTICES AFFIDAVIT**

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS CAN BE ACCEPTED BY THE CITY COUNCIL OF THE CITY OF WAUKEGAN UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

Being first duly sworn, deposes and says that they are the

\_\_\_\_\_ of \_\_\_\_\_  
(Title or Office) (Name of Company)

And that they have authority to make the following affidavit: that they have knowledge of the City of Waukegan ordinance relating to Fair Employment Practices and know and understand the contents thereof;

That they certify hereby that it is the policy of \_\_\_\_\_  
(Name of Company)

To recruit, hire, train, upgrade, promote and discipline its employees without regard to race, creed, color, religion, age, sex or physical or mental handicap.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBSCRIBED and SWORN to before me-  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)



**ANTI-COLLUSION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says:  
(Print Name)

That they are the \_\_\_\_\_ of  
(Partner, Officer, Owner, etc.)  
\_\_\_\_\_  
(Contractor)

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

\_\_\_\_\_  
(Sign Name of Bidder if Bidder  
is an Individual)  
(Sign Name of Partner if Bidder  
is a Partnership)  
(Sign Name of Officer if Bidder is a Corp.)

The above statements must be subscribed and sworn to before a notary public.  
SUBSCRIBED and SWORN to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

By: \_\_\_\_\_  
(Notary Public)

## FORM 5 CERTIFICATION OF COMPLIANCE

The undersigned, being first duly sworn on oath, deposes and states that he has the authority to make this certification on behalf of the bidder, \_\_\_\_\_

(Name of Company)

- (a) That in connection with this procurement,
  - (1) the prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor; and
  - (3) no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (b) The undersigned further states:
  - (1) he is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
  - (2)(a) he is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and
  - (b) that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.
- (c) The undersigned certifies that, pursuant to Chapter 720, Sec. 5/33E-11 of the Illinois Compiled Statutes, 1992, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating. (d) The undersigned certifies that, pursuant to Chapter 65, Sec. 5/11-42.1-1 of the Illinois Compiled Statutes, 1992, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (d) It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

[SIGNATURE ON FOLLOWING PAGE]

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**SUBSCRIBED AND SWORN TO** before me this  
\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Notary Public**

# CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Ill. Rev. State. ch. 127 par. 132.311 et. seq. (“Drug Free Workplace Act”), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

Publishing a statement:

Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.

Specifying the actions that will be taken against employees for violations of such prohibition. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

Abide by the terms of the statement; and

Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

Establishing a drug-free awareness program to inform employees about: The dangers of drug abuse in the workplace;

The grantee’s or contractor’s policy of maintaining a drug-free workplace;

Any available drug counseling, rehabilitation, and employee assistance program; and The penalties that may be imposed upon employees for drug violations.

Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Ill. Rev. Stat. ch.

127 par. 132.315.

Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Ill. Rev. State. ch. 127. par. 132.316.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**HOLD HARMLESS AGREEMENT**

The contractor hereby agrees to indemnify, keep and save harmless the City, its City Council, agents, officials, and employees against all injuries, judgments, costs and expenses which may in anywise accrue against the City, its City Council, agents, officials, and employees in consequence of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or his employees, if any, or of the City, its City Council, agents, officials, and employees and the contractor shall, at his own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred against the City, its City Council, agents, officials, and employees in any such action, and shall at his own expense discharge same.

The contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its City Council, agents, officials, and employees as herein provided.

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE**

Insurance Policy Coverage Minimums (unless stated differently) are as follows:

Commercial General Liability of	\$1,000,000.00
Automobile Liability: Per Person	\$1,000,000.00
Errors & Omissions: (architectural only)	\$1,000,000.00
Excess/Umbrella Liability	\$4,000,000.00
Professional Liability	\$5,000,000.00
Workman's Compensation: Equal to State of Illinois statutory limits	

- The City of Waukegan must be listed as an “additional insured” on all insurance certificates issued for all contractual work.□
- Ratings: All insurance must maintain a current Best’s rating of A or better and a class of VI or better.□
- The attached Certificate of Insurance form must be followed as shown, with no exceptions. Such form shall ensure that:
  - The companies affording coverages are shown with their complete names.
  - Policy numbers and dates are correct.
  - The City of Waukegan, are named as additional insured in the box marked “Certificate Holder”.□
  - List any and all exclusions shown on said policy coverage’s.
  - The verbiage in the “Cancellation” box is crossed out.
  - The policy must state that the insurance carrier must notify City, in writing, thirty days prior to any cancellation or changes.