

**Village of Hoffman Estates
Bid Documents**

**PUBLIC WORKS FLEET SERVICES
TRENCH DRAIN REPLACEMENT**

Bid Opening Date: June 15, 2020

Bid Opening Time: 11:00 am

Bid Security: Cashier's/Certified Check for \$1000.00

Performance Bond: 100% of Total Bid Award (Upon Award of Contract only)

Pre-Bid Meeting: June 5, 2020 at 9:00 am

**Prepared By:
Village of Hoffman Estates
Public Works Department
2305 Pembroke Ave.
Hoffman Estates, IL 60169**

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HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

To Prospective Bidder:

On behalf of the citizens of the Village of Hoffman Estates, I want to extend my thanks for your interest in becoming a part of our Village bid process.

I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that the instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet and which are expressly approved as part of the Village's acceptance of the bid.

All of the equipment described in the bid notice and specified herewith must meet the performance required for heavy-duty municipal, utility, or construction type usage. Unless denoted "No Substitution", the Village minimum required specifications may be exceeded. This is an attempt to insure the non-exclusion of any manufacturer's product from the bidding process. Remember, however, to list all deviations and provide a description of the upgraded item in the proper space provided. Final bid acceptance will be based upon that equipment which is deemed most favorable to the interests of the Village after all bids have been examined and canvassed. Remember, minimum specifications requirements must be met or exceeded.

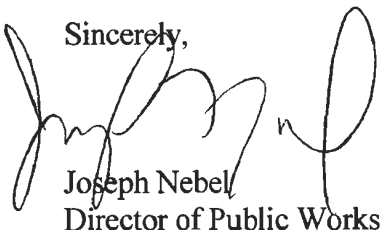
Please Note:

- a) **A \$1000.00 BID SECURITY DEPOSIT IS REQUIRED.** (See special provisions.)
- b) **A PERFORMANCE BOND IS REQUIRED FROM THE SUCCESSFUL BIDDER.** (See special provisions.)

We encourage you to participate in our bid process and will be happy to answer any questions you may have regarding the accompanying documents. Thank you for your effort, time, be competitive, and good luck.

Questions regarding bid specifications should be directed to Paul Petrenko, Superintendent of Facilities and Arena Maintenance at 847-490-6800.

Sincerely,



Joseph Nebel
Director of Public Works

**VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID**

The Village of Hoffman Estates Department of Public Works is accepting sealed bids for the proposed work officially known as the **“Public Works Fleet Services Trench Drain Replacement”**.

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, **11:00 a.m. on June 15, 2020**. All bids will be publicly opened immediately thereafter.


It is the responsibility of the bidder to meet the specified opening time; and any bid not so received will be returned unopened. Bids must be identified as such on the outside of the sealed envelope. This can be done by marking the envelope "SEALED BID" and with the following information: Company's name, address, item bid, date, and time of opening.

Specifications and complete bid documents may be obtained from the Office of the Village Clerk. Further information regarding this bid may be obtained by contacting the Public Works Department at (847) 490-6800.

The Village of Hoffman Estates strongly encourages minority firms and women’s business enterprises to apply. If subcontracts are to be let, the primary contractor shall take these same affirmative steps to solicit bids from minority and women’s firms.

The Village of Hoffman Estates reserves the right to waive any/all informality, or to reject any/all bids and/or parts thereof; and to accept that bid which it deems most favorable to Hoffman Estates after all bids have been examined and canvassed.

By the Order of the Mayor and Board of Trustees of the Village of Hoffman Estates.



Bev Romanoff
Village Clerk

Date of Publication: June 1, 2020

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH THE ILLINOIS CRIMINAL
CODE

I, We, hereby certify that _____
by bidding on this contract, no action has occurred that would result in violation of 720 ILCS
5/33E, Public Contracts of the Illinois Criminal Code.

Signed: _____

Title: _____

Date: _____

Bidders Firm: _____

Attest: _____

Signature of Notary Public

Commission Expiry: _____

Date: _____

Affix Seal Below

This form is mandatory. Please include three copies of this form with your bid documents.

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
SUBSTANCE ABUSE PREVENTION PROGRAM**

The undersigned, upon being first duly sworn, hereby certifies to the Village of Hoffman Estates that _____ has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Village prior to any work being conducted on the project.

Signed: _____

Title: _____

Date: _____

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

My Commission Expires: _____

Notary Public

Affix Seal Below

This form is mandatory. Please include three copies of this form with your bid documents.

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
REFERENCES**

Provide as many customer references as possible for work/equipment identical to the project being bid.

Bidder Firm Name: _____

Business: _____

Address: _____

Contact Person: _____

Phone Number: _____

Approximate Date of Work: _____

Business: _____

Address: _____

Contact Person: _____

Phone Number: _____

Approximate Date of Work: _____

Business: _____

Address: _____

Contact Person: _____

Phone Number: _____

Approximate Date of Work: _____

Business: _____

Address: _____

Contact Person: _____

Phone Number: _____

Approximate Date of Work: _____

This form is mandatory. Please include three copies of this form with your bid documents.

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
PROPOSAL FORM**

The undersigned, having examined the specifications, the site of work, and all conditions affecting the cost of performing the work, hereby proposes to furnish all labor, equipment and material, and to perform said work in accordance with the specifications thereof. Product specification sheets, as pertaining to proposed equipment has been included with this proposal form.

There is enclosed herein a Certified or Bank Cashier's Check in the amount of \$1000.00, as stipulated under "INSTRUCTIONS TO BIDDERS" section.

It is understood that the Village reserves the right to reject any and all proposals (including alternate proposals) and to waive any technicalities.

FLEET SERVICES TRENCH DRAIN REPLACEMENT

A. All-inclusive proposed sum for the removal and replacement of the specified trench drain system.

\$ _____

B. Provide Manufacture Warranty Information: _____

C. Provide Contractor Warranty Information: _____

Approximate number of weeks for work start following the award of contract by the Village;

_____ weeks.

Vendor/Firm: _____

Initials: _____

Note: All work proposed under the terms of this bid must be completed on or before October 15, 2020

Company: _____

Bidder's Name (print): _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

Signature: _____ Date: _____

Information on this form is mandatory. Please include three copies of this form with your bid documents.

VILLAGE OF HOFFMAN ESTATES INSTRUCTIONS TO BIDDERS

The general rules and conditions, which follow apply to all bids requested and accepted by the Village of Hoffman Estates unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting of a bid is assumption that vendor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. FORMS

Bid forms are furnished. All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the proper spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, Illinois, 60169, prior to the bid opening date and time.

Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the agency, or by marking the envelope "**SEALED BID**" and with the following information: Company's name, address, item bid, date and time of opening.

2. ALTERNATE MULTIPLE BIDS/SPECIFICATIONS

The specifications describe the supplies and/or service which the Village feels are necessary to meet the performance requirements of the Village. It is not the desire or the intent to eliminate or exclude any bidder from bidding because of minor deviations, alternates, or changes.

Bidders desiring to bid on items which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the Specification section. **Vendors wishing to submit a secondary bid must submit it as an alternate bid. Only one bid per envelope.**

The Village shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.

3. RECEIVING OF BIDS

Bids received prior to the time of opening will be securely kept, unopened. The Village Clerk, whose duty it is to open them, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village Clerk or the Village for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

4. LATE BIDS

Bids arriving after the specified time, whether sent by mail, courier, or in person, **will not be accepted.** These bids will either be refused or returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope.

5. BIDS BY FAX

Bids must be submitted on the original forms provided by the Village completely intact as issued. Facsimile machine transmitted bids **will not be accepted,** nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine.

6. ERROR IN BIDS

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.

7. WITHDRAWAL OF BIDS

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Village Clerk prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of sixty (60) calendar days, or such longer time as stated in the bid documents.

8. CONSIDERATION OF BID

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village.

The bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

9. PRICES

Unit prices shall be shown for each unit on which there is a bid, and shall include all equipment fuel charges, packing, crating, freight, and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Use Tax, and Federal Excise Tax. The Village will supply the successful bidder with its tax exemption number.

Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

10. **AWARD OR REJECTION**

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the bidder.

ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY THE VILLAGE TO BE INCLUDED.

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

11. **PAYMENT**

Payment will be made within thirty (30) days after acceptance of the equipment or services by the Village agent, and Bidder's compliance with all stipulations relating to the bid/contract.

12. **REQUIREMENTS OF BIDDER**

The successful bidder shall, within ten (10) days after notification of the award: a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and his bid; b) carry insurance acceptable to the Village, covering public liability, property damage and workmen's compensation.

13. **COMPLIANCE WITH ALL LAWS**

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

14. **CONTRACT ALTERATIONS**

No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.

15. **NOTICES**

All notices required by the contract shall be given in writing.

16. **NONASSIGNABILITY**

The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village Manager or his authorized agent. Such assignment shall not relieve the contractor from his obligations, or change the terms of the contract.

17. **INDEMNITY**

The Contractor shall indemnify and save harmless the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

18. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract and/or supplying of materials, equipment and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

19. **REQUIRED INSURANCE**

In submission of a bid, the bidder is certifying that he has all insurance coverages required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has at least the following insurance coverages:

Liability Limits

<u>Type of Insurance</u>	<u>Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	1,000,000	3,000,000
Contractual Insurance- Broad Form	1,000,000	3,000,000
AUTOMOBILE LIABILITY		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	1,000,000	1,000,000

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKMEN'S COMPENSATION &

OCCUPATIONAL DISEASES:

Employers Liability Coverage:

Statutory for Illinois

\$1,000,000 per accident

NOTE: The specifications may require higher limits or additional types of insurance coverages than shown above and the contractor will be required to furnish a certificate of proof of insurance coverages.

The bidder further agrees to indemnify the Village and save it "harmless" against and from all loss, damage, expense, liability or claim of liability arising out of the performance of the contractor, any subcontractors or his employees in connection with the contract. Contractors and subcontractors are to grant the Village an "additionally insured" status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be canceled unless the Village is provided a thirty (30) day written notice. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from his operations under this agreement.

20. BID PERFORMANCE DEPOSIT

When it is required, it will be so stated elsewhere within this bid package along with the amount required. In all cases where a deposit is required it must accompany the bid. The deposit is to be in the form of a certified check, or a bank cashier's check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the goods or services have been received or completed/installed and found to be in compliance with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions Section of these specifications.

21. ACCEPTANCE

After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, and all other portions of the bid documents, including the specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.

22. DEFAULT

The Village may terminate a contract by written notice of default to the contractor if:

- a. The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- b. fails to make progress so as to endanger performance of the contract, or
- c. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

23. SPECIAL CONDITIONS

Wherever special conditions/requirements are written into the Specifications or Special Provisions which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions/Requirement shall take precedence.

24. PERMITS AND LICENSES

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract (where applicable).

25. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the equipment embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those Contract Documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village of Hoffman Estates, the Contractor will, upon notice from the said Village (which notice may be given by letter to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Contractor and surety or sureties on his bond given for the faithful performance of this contract shall be liable to the Village of Hoffman Estates for all damages and expenses occasioned by such failure, refusal or delay.

26. MINIMUM WAGES

All laborers and mechanics employed by Contractors and Subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractors and Subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the 1950 (5 U.S.C. 133z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

Not less than the prevailing wage shall be paid for labor on the work to be done as required by law.

27. **BIDDER'S QUALIFICATIONS**

All bidders must submit the following information on or before the time at which the Proposal is required to be submitted:

1. The location and description of the Bidder's permanent place of business.
2. Evidence of ability to provide an efficient and adequate plant for executing the work.
3. List of similar projects carried out by the Bidder.
4. List of projects the Bidder presently has under contract.
5. Any additional evidence tending to show that the bidder is adequately prepared to fulfill the contract.

28. **BID CERTIFICATION FORM**

All bid submittals must include a signed Bid Certification form (copy included in document) certifying that bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding Bid Rigging/Rotating.

Illinois State Law Article 33E-3 and 33E-4 states it is unlawful to participate in bid rigging and/or rotating. State law further states it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act. **IT IS NECESSARY THAT THIS BE DONE UNDER OATH; THEREFORE, THE FORM INCLUDED WITH BID SUBMITTAL SHEETS MUST BE NOTARIZED.**

29. **DEVIATIONS**

Unless denoted "No Substitution", the Villages minimum required specifications may be exceeded. However, vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish, in lieu of that specified. Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

PREVAILING WAGE

“Bidder shall comply with the requirements of 820 ILCS130/5, Certified payroll”

Certified Payroll

(a) While participating on public works, the contractor and each subcontractor shall:

(1) make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project, the records shall include each worker’s name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and

(2) submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is an Class B misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor’s false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) for a period of not less than 3 years. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee’s address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section.

(b) Upon 2 business days’ notice, the contractor and each subcontractor shall make available for inspection the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days’ notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State.

Maintaining All Records and Documents

Consultant agrees to maintain all records and documents for projects of the Village in compliance with the Freedom of Information Act, *5 ILCS 140/1 et seq.* In addition, Consultant shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Consultant's failure to produce documents or otherwise appropriately respond to a request under the Act, then Consultant shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney's fees and penalties.

“Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department’s official website.”

RESOLUTION NO. 639 - 2017

VILLAGE OF HOFFMAN ESTATES

**A RESOLUTION SETTING FORTH
PREVAILING HOURLY WAGE RATE
PAID TO EMPLOYEES ENGAGED IN
WORK AWARDED UNDER PUBLIC CONTRACT**

WHEREAS, 820 ILCS 130/04 requires that the general prevailing hourly wage rate shall be paid to employees engaged in work awarded under public contract; and

WHEREAS, the statutes further provide that these rates be publicly posted and/or kept available for inspection by interested parties and that a certified copy thereof be filed in the office of the Illinois Department of Labor in accordance with 820 ILCS 130/9 (effective July 1, 2015).

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: That it has been ascertained that the wage rates as attached hereto "Exhibit A" as determined by the Illinois Department of Labor are the prevailing hourly rates during the month of June 2016 being paid to all skilled and unskilled workers engaged in the construction of streets and other projects under the Village of Hoffman Estates jurisdiction from and after this date.

Section 2: That the above information shall not be construed to apply to the prevailing hourly wage rates for employment in Hoffman Estates other than Public Works construction as defined in the Act.

Section 3: That the Village Clerk of the Village of Hoffman Estates is hereby directed to file, no later than July 15, 2017, a certified copy of this Resolution in the Office of the Illinois Department of Labor

Section 4: That this Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS 19th day of June, 2017

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	<u>X</u>			
Trustee Anna Newell	<u>X</u>			
Trustee Gary J. Pilafas	<u>X</u>			
Trustee Gary G. Stanton	<u>X</u>			
Trustee Michael Cieta			X	
Trustee Karen Arnet	<u>X</u>			
Mayor William D. McLeod	<u>X</u>			

APPROVED THIS 19th DAY OF June, 2017

[Signature]
Village President

ATTEST:

[Signature]
Village Clerk

**VILLAGE OF HOFFMAN ESTATES
BID SPECIFICATIONS**

PART 1: GENERAL CONDITIONS

1.01: DESCRIPTION

- A. The Fleet Services Building, built in 1991, is located at 2405 Pembroke Avenue in Hoffman Estates, Illinois and has a 4 bay full pass-through garage.
- B. The Village representative is Paul Petrenko, Superintendent of Facilities and Arena Maintenance and may be contacted at (847) 490-6800 regarding any questions about this document.
- C. The intent of this project is to remove and replace the existing linear trench floor drain on the North and South side of the bays. Each side must be done separately, so as to provide business continuity.

1.02: PERMITS, FEES AND LICENSES

- A. All permit applications will be the responsibility of the contractor. The Village will waive all fees associated with the permit application related to this project. The contractor shall abide by all applicable codes and inspection schedules by the authorities having jurisdiction (Village of Hoffman Estates). All contractor and business licenses and any associated fees will be the responsibility of the contractor.

1.03: PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
- C. Any materials which are found to be damaged shall be removed and replaced at the contractor's expense.

1.04: WORK SEQUENCE

- A. Schedule and execute work in two parts, North section and South section, so that the bay can be accessed by vehicles at all times. Allow time for concrete to reasonably cure before doing the second half of the project.
- B. Do not disrupt activities in occupied spaces.

1.05: USE OF THE PREMISES

- A. Before beginning work, the contractor must secure approval from the Village's representative for the following:
 - 1. Areas permitted for personnel parking.
 - 2. Access to the site.
 - 3. Areas permitted for storage of materials and debris.

1.06: EXISTING CONDITIONS

- A. If discrepancies are discovered between the existing conditions and those noted on the drawings or specifications, immediately notify the Village's representative by phone and solicit the manufacturer's approval prior to commencing with the work.

1.07: PRE-CONSTRUCTION CONFERENCE

- A. A pre-bid meeting will be held at the job site located at 2405 Pembroke Ave, Hoffman Estates, IL on June 5, 2020 at 9:00 a.m. Contact the Village representative, Paul Petrenko, at (847) 490-6800 if there are any questions.
- B. Prior to bid submittal, the contractor should conduct a job site inspection to observe actual conditions and verify all dimensions of the trench system. The job site inspection will occur on the day of the pre-bid meeting.
- C. Bids must be forwarded to the following address no later than 10:00 a.m. on June 15, 2020, Office of the Village Clerk, Village of Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois, 60169.
- D. Any conditions which are not shown on the as-built drawings (to be distributed at the pre-bid meeting), should be indicated on a separate drawing and included with bid submittal if necessary to clarify any conditions not shown.

1.08: TEMPORARY FACILITIES AND CONTROLS

- A. Temporary Utilities:
 - 1. Water, power for construction purposes and lighting are available at the site and will be made available to the contractor.
 - 2. Provide all hoses, valves and connections for water from source designated by the Village's representative when made available.
 - 3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

B. Temporary Sanitary Facilities:

1. Sanitary facilities will not be available at the job site. The contractor shall be responsible for the provision and maintenance of portable toilets.

C. Building Site:

1. The contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. The contractor shall remove all construction debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

D. Security:

1. Contractor will comply with any request from the Village regarding personnel identification, inspection and other security measures.

1.09: JOB SITE PROTECTION

- A. The contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the trench drain installation.
- B. During the contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- D. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.10: SAFETY

- A. The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the contractor and any sub-contractors. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for

the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.11: WORKMANSHIP

- A. Contractors performing work shall be familiar with the manufacturer's product they are installing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the Village's satisfaction and must meet all code requirements.
- C. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified.

1.12: JOB CONDITIONS

Refer to the trench drain manufacturer's system specification for General Job Site Considerations.

- A. All work to be performed during normal business hours (6:30 am to 3:00 pm). Contractor shall abide by the Village's noise ordinance at all times (effective 6:00 p.m. to 7:00 a.m. within 500 yards of a Village residence and 10:00 p.m. to 7:00 a.m. otherwise).
- B. Proceed with work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.

1.13: CLEAN UP

- A. Debris dumpster shall be provided by installing contractor. No Village dumpsters or trash cans will be used for any concrete or other refuse. Approved dumpster vendor is specified on the permit.
- B. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.

PART 2: TRENCH DRAIN REMOVAL AND INSTALLATION SPECIFICATIONS

2.00: SCOPE OF WORK

- A. The intent of this section is to outline the specification for the saw cut of concrete and removal of the existing trench drain, installation of a new 6 inch trench drain, pinned into the existing concrete slab and re-pour concrete to finished floor elevation.

2.01: SUBMITTALS

A. Prior to starting work, the contractor must submit the following:

1. Identification of the trench drain type and manufacturer.
2. Sample of the manufacturer's warranty covering all components of the trench system.
3. Submit manufacturer's product data, including installation instructions.
4. Grate Color: Black.

C. Upon completion of the installed work, submit copies of the manufacturer's final inspection report to the Village's representative prior to the issuance of the manufacturer's warranty.

2.02: PRODUCTS

A. Unless otherwise approved by the Village, use the specified trench system. Proposed equivalent systems must be approved by the Village in advance. All products must be manufactured and supplied by the trench drain system manufacturer and covered by the warranty.

B. Accepted trench drain system manufacturers include:

1. Zurn or approved equivalent.

2.03: TRENCH DRAIN SYSTEM DESIGN REQUIREMENTS

A. Type: Interlocking, 6 inch Class C (56,200 lbs.) precast modular units with built in minimum slope of 0.6% to drain pipes, radiused inside bottom surface.

B. Chemical Resistance: Resistant to vehicle oil and mud.

C. Moisture absorption: Less than 1% water absorption rate.

D. Composition: Polyethylene.

E. Grating: slotted ductile iron, removable.

F. Pipe connection size: 4 inch. There are 8 total drain pipes.

G. Saw Cut: Minimum 2 inches on either side of old trench drain (12 inch).

H. Rebar: Install anchoring rebar per the manufacturer's specification and spacing recommendations. Drill and install tie-in rebar into existing concrete.

- I. Concrete: 5 inch minimum on sides and 4 inch minimum under trench at 4,000 PSI minimum. Vibrate concrete to minimize voids. Top of metal grate to be flush with existing concrete floor.

2.04: QUALITY ASSURANCE

- A. The contractor must have a minimum of 5 years' experience in the installation of trench drain systems.
- B. Unless otherwise noted in this specification, the contractor must strictly comply with the manufacturer's current specifications and details.
- C. There shall be no deviations made from this specification without the prior written approval of the Village representative. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for Village consideration.
- G. Upon completion of the installation, the contractor shall arrange for an inspection to be made by a non-sales technical representative manufacturer, if required, in order to identify any needed corrective repairs that will be needed for warranty issuance. Notify the Village representative seventy-two (72) hours prior to the manufacturer's final inspection.

2.05: INSPECTION AND WARRANTY

- A. Prior to the manufacturer's inspection for warranty, the contractor must perform a pre-inspection with the Village representative to review all work. All permit requirements must be met.
- B. Provide manufacturer's product Warranty covering materials with no dollar limit starting after date of substantial completion.
- C. Provide a 5-year contractor warranty commensurate with issuance of manufacture trench drain warranty.

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law.

For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

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(720 ILCS 5/Art. 33E heading)

ARTICLE 33E. PUBLIC CONTRACTS

(720 ILCS 5/33E-1) (from Ch. 38, par. 33E-1)

Sec. 33E-1. Interference with public contracting. It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services and construction paid for by public monies is decreased when contracts for such goods, services or construction are obtained by any means other than through independent noncollusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria publicly announced in advance.

(Source: P.A. 85-1295.)

(720 ILCS 5/33E-2) (from Ch. 38, par. 33E-2)

Sec. 33E-2. Definitions. In this Act:

(a) "Public contract" means any contract for goods, services or construction let to any person with or without bid by any unit of State or local government.

(b) "Unit of State or local government" means the State, any unit of state government or agency thereof, any county or municipal government or committee or agency thereof, or any other entity which is funded by or expends tax dollars or the proceeds of publicly guaranteed bonds.

(c) "Change order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.

(d) "Person" means any individual, firm, partnership, corporation, joint venture or other entity, but does not include a unit of State or local government.

(e) "Person employed by any unit of State or local government" means any employee of a unit of State or local government and any person defined in subsection (d) who is authorized by such unit of State or local government to act on its behalf in relation to any public contract.

(f) "Sheltered market" has the meaning ascribed to it in Section 8b of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; except that, with respect

to State contracts set aside for award to service-disabled veteran-owned small businesses and veteran-owned small businesses pursuant to Section 45-57 of the Illinois Procurement Code, "sheltered market" means procurements pursuant to that Section.

(g) "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(h) "Prime contractor" means any person who has entered into a public contract.

(i) "Prime contractor employee" means any officer, partner, employee, or agent of a prime contractor.

(i-5) "Stringing" means knowingly structuring a contract or job order to avoid the contract or job order being subject to competitive bidding requirements.

(j) "Subcontract" means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.

(k) "Subcontractor" (1) means any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.

(l) "Subcontractor employee" means any officer, partner, employee, or agent of a subcontractor.
(Source: P.A. 100-391, eff. 8-25-17.)

(720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

Sec. 33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the

corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.)

(720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

Sec. 33E-4. Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.)

(720 ILCS 5/33E-5) (from Ch. 38, par. 33E-5)

Sec. 33E-5. Acquisition or disclosure of bidding information by public official. (a) Any person who is an official of or employed by any unit of State or local government who knowingly opens a sealed bid at a time or place other than as specified in the invitation to bid or as otherwise designated by the State or unit of local government, or outside the presence of witnesses required by the applicable statute or ordinance, commits a Class 4 felony.

(b) Any person who is an official of or employed by any unit of State or local government who knowingly discloses to any interested person any information related to the terms of a sealed bid whether that information is acquired through a violation of subsection (a) or by any other means except as provided by law or necessary to the performance of such official's or employee's responsibilities relating to the bid, commits a Class 3 felony.

(c) It shall not constitute a violation of subsection (b) of this Section for any person who is an official of or employed by any unit of State or local government to make any disclosure to any interested person where such disclosure is

also made generally available to the public.

(d) This Section only applies to contracts let by sealed bid.

(Source: P.A. 86-150.)

(720 ILCS 5/33E-6) (from Ch. 38, par. 33E-6)

Sec. 33E-6. Interference with contract submission and award by public official.

(a) Any person who is an official of or employed by any unit of State or local government who knowingly conveys, either directly or indirectly, outside of the publicly available official invitation to bid, pre-bid conference, solicitation for contracts procedure or such procedure used in any sheltered market procurement adopted pursuant to law or ordinance by that unit of government, to any person any information concerning the specifications for such contract or the identity of any particular potential subcontractors, when inclusion of such information concerning the specifications or contractors in the bid or offer would influence the likelihood of acceptance of such bid or offer, commits a Class 4 felony. It shall not constitute a violation of this subsection to convey information intended to clarify plans or specifications regarding a public contract where such disclosure of information is also made generally available to the public.

(b) Any person who is an official of or employed by any unit of State or local government who, either directly or indirectly, knowingly informs a bidder or offeror that the bid or offer will be accepted or executed only if specified individuals are included as subcontractors commits a Class 3 felony.

(c) It shall not constitute a violation of subsection (a) of this Section where any person who is an official of or employed by any unit of State or local government follows procedures established (i) by federal, State or local minority or female owned business enterprise programs or (ii) pursuant to Section 45-57 of the Illinois Procurement Code.

(d) Any bidder or offeror who is the recipient of communications from the unit of government which he reasonably believes to be proscribed by subsections (a) or (b), and fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located, commits a Class A misdemeanor.

(e) Any public official who knowingly awards a contract based on criteria which were not publicly disseminated via the invitation to bid, when such invitation to bid is required by law or ordinance, the pre-bid conference, or any solicitation for contracts procedure or such procedure used in any sheltered market procurement procedure adopted pursuant to statute or ordinance, commits a Class 3 felony.

(f) It shall not constitute a violation of subsection (a) for any person who is an official of or employed by any unit of State or local government to provide to any person a copy of the transcript or other summary of any pre-bid conference where such transcript or summary is also made generally available to the public.

(Source: P.A. 97-260, eff. 8-5-11.)

(720 ILCS 5/33E-7) (from Ch. 38, par. 33E-7)

Sec. 33E-7. Kickbacks. (a) A person violates this Section

when he knowingly either:

(1) provides, attempts to provide or offers to provide any kickback;

(2) solicits, accepts or attempts to accept any kickback;
or

(3) includes, directly or indirectly, the amount of any kickback prohibited by paragraphs (1) or (2) of this subsection (a) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to any unit of State or local government for a public contract.

(b) Any person violates this Section when he has received an offer of a kickback, or has been solicited to make a kickback, and fails to report it to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is to be performed.

(c) A violation of subsection (a) is a Class 3 felony. A violation of subsection (b) is a Class 4 felony.

(d) Any unit of State or local government may, in a civil action, recover a civil penalty from any person who knowingly engages in conduct which violates paragraph (3) of subsection (a) of this Section in twice the amount of each kickback involved in the violation. This subsection (d) shall in no way limit the ability of any unit of State or local government to recover monies or damages regarding public contracts under any other law or ordinance. A civil action shall be barred unless the action is commenced within 6 years after the later of (1) the date on which the conduct establishing the cause of action occurred or (2) the date on which the unit of State or local government knew or should have known that the conduct establishing the cause of action occurred.

(Source: P.A. 85-1295.)

(720 ILCS 5/33E-8) (from Ch. 38, par. 33E-8)

Sec. 33E-8. Bribery of inspector employed by contractor.

(a) A person commits bribery of an inspector when he offers to any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government any property or other thing of value with the intent that such offer is for the purpose of obtaining wrongful certification or approval of the quality or completion of any goods or services supplied or performed in the course of work on such project. Violation of this subsection is a Class 4 felony.

(b) Any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government who accepts any property or other thing of value knowing that such was intentionally offered for the purpose of influencing the certification or approval of the quality or completion of any goods or services supplied or performed under subcontract to that contractor, and either before or afterwards issues such wrongful certification, commits a Class 3 felony. Failure to report such offer to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is performed, constitutes a Class 4 felony.
(Source: P.A. 85-1295.)

(720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

Sec. 33E-9. Change orders. Any change order authorized under this Section shall be made in writing. Any person employed by and authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection. This Section shall only apply to a change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more.
(Source: P.A. 86-150; 87-618.)

(720 ILCS 5/33E-10) (from Ch. 38, par. 33E-10)

Sec. 33E-10. Rules of evidence. (a) The certified bid is prima facie evidence of the bid.

(b) It shall be presumed that in the absence of practices proscribed by this Article 33E, all persons who submit bids in response to an invitation to bid by any unit of State or local government submit their bids independent of all other bidders, without information obtained from the governmental entity outside the invitation to bid, and in a good faith effort to obtain the contract.

(Source: P.A. 85-1295.)

(720 ILCS 5/33E-11) (from Ch. 38, par. 33E-11)

Sec. 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who knowingly makes a false statement, material to the certification, commits a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.)

(720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

Sec. 33E-12. It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable

alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid.

(Source: P.A. 86-150.)

(720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

Sec. 33E-13. Contract negotiations under the Local Government Professional Services Selection Act shall not be subject to the provisions of this Article.

(Source: P.A. 87-855.)

(720 ILCS 5/33E-14)

Sec. 33E-14. False statements on vendor applications.

(a) A person commits false statements on vendor applications when he or she knowingly makes any false statement or report with the intent to influence in any way the action of any unit of local government or school district in considering a vendor application.

(b) Sentence. False statements on vendor applications is a Class 3 felony.

(Source: P.A. 99-78, eff. 7-20-15.)

(720 ILCS 5/33E-15)

Sec. 33E-15. False entries.

(a) An officer, agent, or employee of, or anyone who is affiliated in any capacity with any unit of local government or school district commits false entries when he or she makes a false entry in any book, report, or statement of any unit of local government or school district with the intent to defraud the unit of local government or school district.

(b) Sentence. False entries is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.)

(720 ILCS 5/33E-16)

Sec. 33E-16. Misapplication of funds.

(a) An officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district commits misapplication of funds when he or she knowingly misapplies any of the moneys, funds, or credits of the unit of local government or school district.

(b) Sentence. Misapplication of funds is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.)

(720 ILCS 5/33E-17)

Sec. 33E-17. Unlawful participation. Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receiving directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony.

(Source: P.A. 90-800, eff. 1-1-99.)

(720 ILCS 5/33E-18)

Sec. 33E-18. Unlawful stringing of bids.

(a) A person commits unlawful stringing of bids when he or she, with the intent to evade the bidding requirements of any unit of local government or school district, knowingly strings or assists in stringing or attempts to string any contract or job order with the unit of local government or school district.

(b) Sentence. Unlawful stringing of bids is a Class 4 felony.

(Source: P.A. 97-1108, eff. 1-1-13; 98-756, eff. 7-16-14.)

**VILLAGE OF HOFFMAN ESTATES
SPECIAL PROVISIONS**

All Inclusive Bid Sum

The bid sum shall include everything specified and/or otherwise required in order to complete the project in its entirety. Sum of base bid and shipping as listed in the scope of work are required to receive consideration. No claim for additionally required materials and/or labor shall be honored by the Village what-so-ever.

Pre-Bid Meeting and Walk-Through

A pre-bid meeting will be held at the job site located at 2405 Pembroke Avenue, Hoffman Estates, IL on June 5, 2020 at 9:00 a.m., weather permitting. This will give all contractors an opportunity to see the site conditions and to ask questions in group about specifications and bid requirements. Contact the Village representative, Paul Petrenko, at (847) 490-6800 if there are any questions about this meeting.

Bid Security Deposit Requirements

Cashier's/Certified Check for \$1000.00 is required.

Performance Bond Requirements

100% of Total Bid Award (Upon Award of Contract only)