

March 11, 2026

To: Prospective Bidders

From: Dave Lemar, Superintendent of Parks

RE: Addendum to bid: Ballfield Fencing Project

The following items have been updated in the bid packet and are now an addendum to the bid as stated below:

Contractor Compliance and Certification section G has been changed to “the Contractor shall employ 90% Illinois laborers”.

Insurance and Indemnification Requirements Section A has been changed to “Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence.”

Dave Lemar
Superintendent of Parks
Lombard Park District
March 11, 2026
(630) 620-3046
dlemar@lombardparks.com

Acknowledged

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March 6, 2026

BID NOTICE / INVITATION TO BID

Project Name: Ballfield Fencing Project

Notice is hereby given to potential Bidders that the Lombard Park District (the "District," "Park District," or "Owner") will receive sealed bids for the above referenced Project until **11:00 AM on March 17, 2026**, at the Sunset Knoll Recreation Center, **820 S. Finley Rd., Lombard, IL, 60148**, at which time the bid proposals will be publicly opened and read aloud.

Each bid must be placed in a sealed, opaque envelope and shall be clearly marked "**Sealed Bid – Ballfield Fencing Project**" and addressed and delivered to the Lombard Park District, Attention: Dave Lemar, 820 S. Finley Rd., Lombard, IL, 60148.

Bid Documents may be obtained from the Lombard Park District website: www.lombardparks.com. For more information, contact Dave Lemar, Superintendent of Parks.

An optional pre-bid meeting will be held at 433 E. St. Charles Rd., Lombard, IL, 60148, on Wednesday, March 11, 2026 at 10:30 AM. This meeting will be used to review the Specifications and give Bidders the opportunity to discuss any questions or concerns with the Owner.

The District reserves the right to waive all technicalities, to accept or reject any or all bids, or to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the District. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall only be used by the successful Bidder for the Work of this Project only.

After the bid opening, no bid may be withdrawn or canceled for a period of (60) calendar days.

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

All bids must be accompanied by cashier's check, certified check, or bid bond payable to the order of the Lombard Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

INTRODUCTION LETTER

Bid Let Date: March 17, 2026

Project Name: Lombard Park District – Ballfield Fencing Project

Location: Lombard Commons Park - 433 E. St. Charles Rd., Lombard, IL, 60148
Madison Meadow Park – 500 E. Wilson Ave., Lombard, IL, 6018

Owners: Lombard Park District,
DuPage County, Illinois

Description: Replacement and addition of fencing at Ballfields 7,8 at Lombard Commons and 12,13,14,16, and 19 at Madison Meadow.

Bid Documents & Plan Holders List: Lombard Park District

Plan Fee: None

Pre-Bid Meeting: Date: Wednesday, March 11,2026
Time: 10:30 AM
Location: 433 E. St. Charles Rd., Lombard, IL, 60148

Bids Submitted to: Lombard Park District
Attn: Mr. Dave Lemar
820 S. Finley Rd., Lombard, IL, 60148

Due Date: Tuesday, March 17, 2026
Time: before 11:00 AM

Bids Opening: Date: Tuesday, March 17, 2026
Time: 11:00 AM

Opening Location: Sunset Knoll Recreation Center
820 S. Finley Rd., Lombard, IL, 60148

Award Notification: Friday, March 27, 2026

Begin Construction: To be scheduled with successful contractor

Completion Deadline: May 1, 2026

LOMBARD PARK DISTRICT BALLFIELD FENCING

BID FORM

CONTRACTOR: _____

STREET: _____

CITY: _____ STATE: _____ ZIP _____

PHONE: _____ EMAIL: _____

TO: Lombard Park District
820 S. Finley Rd.
Lombard, IL, 60148

PROJECT: Replacement and addition of fencing at ballfields
7,8,12,13,14,16,19

ATTN: Mr. Dave Lemar

Having read the Specifications and also received, read, and taken into account all ADDENDA, and having inspected the sites and the conditions affecting and governing the construction of the Project Work, the undersigned proposes to furnish all material and perform all labor, as specified and described in the Specifications for the following stipulated lump sums:

I. BASE BID

Removal and installation of fencing in accordance with specifications in technical specifications section for fields 7,8,12,13,14,16,19

\$ _____

II. ALTERNATE

Removal and installation of fencing in accordance with specifications in technical specifications section for Field 15

\$ _____

BID SECURITY

Attached to this Proposal is a bid bond, cashier's check or certified check for 10% of the total Base Bid made payable to the Lombard Park District, DuPage County, Illinois

Insert amount:

_____ DOLLARS

And _____ CENTS

(\$_____)

If this Proposal is accepted and the Bidder fails to execute a Contract with the Owner, the full amount of security will be forfeited to the Owner as payment of damage due to delay. If this Proposal is not accepted, the security will be returned to the Bidder within 60 days of the execution of the Contract with successful bidder.

AFFIDAVIT OF EXPERIENCE

(This affidavit must be executed)

STATE OF _____)

SS: _____

COUNTY OF _____)

_____, being duly sworn, says that he/she is

_____ of _____,

(Sole Owner, Member of Firm, Corporate Office) (Individual, Firm, Corporate Name)

Which had done work for the following parties, of or the general kind and approximate magnitude, required under this Contract: (list project name, contact, phone number and date of competition). I/we hereby authorize the Lombard Park District, DuPage County, Illinois to contact the individuals listed below.

Project Name: _____

Contact: _____

Phone Number: _____

Contract Amount: _____

Completion Date: _____

Project Name: _____

Contact: _____

Phone Number: _____

Contract Amount: _____

Completion Date: _____

Project Name: _____

Contact: _____

Phone Number: _____

Contract Amount: _____

Completion Date: _____

(Signature)

GENERAL CONDITIONS

DEFINITION OF TERMS

- A. "Owner" shall mean the Lombard Park District, DuPage County, Illinois.
- B. "Bidder" shall be mean an individual, firm co-partnership or corporation, or combination thereof, submitting a proposal for the work contemplated and acting directly or through a duly authorized representative.
- C. "Contractor" shall mean the individual, firm co-partnership or corporation, and his, their or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm partnership, covenanter or corporation, or his, their or its surety under any contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined herein.
- D. "Subcontractor" shall mean any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material.
- E. "Contract Documents" shall mean those listed in the Form of Contract, including all additions, deletions and modifications incorporated therein before execution of the Contract.
- F. "Proposal" shall mean written offer or copy thereof of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Form of Proposal, properly signed and accompanied by any required bid security.
- G. "Contract" shall mean the written agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto.
- H. "Work" shall mean equipment, supplies, materials and services to be furnished under Contract, unless some other meaning is indicated by context.
- I. "Written Notice" shall be considered as served when delivered in person or by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice. It shall be the duty of each party to advise the other parties to the contract of any change in his business address until completion of the contract.

INTENT OF CONTRACT DOCUMENTS

The intention of the documents to set forth requirements of performance and standards of materials and work. It is also intended to include all labor and materials, equipment and transportation necessary for the proper execution of the work, to require new material unless otherwise indicated, and to require complete performance of the work despite omission of specific reference to any minor component part. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

CONTRACTOR'S RESPONSIBILIY

- A. The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or destroyed from any cause, he shall replace it at his own expense.
- B. The Contractor shall indemnify and save harmless the Owner against any liens filed for non-payment of his bills in connection with the Contract work. The Contractor shall furnish the

Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid to the acceptance of the work by the Owner.

- C. The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the any Consultant, the Consultant's employees, officers, agents and patrons from any and all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of or arising from the Contractor's operations under this Contract, whether such operations be made by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Consultant as the same may appear, and shall file with the Owner certificates of such insurance.
- D. The Contractor shall protect the Owner's property and adjacent property from injury or loss resulting from his operations. Objects sustaining such damage shall be replaced to the satisfaction of the Owner and Consultant; the cost of such repairs shall be borne by the Contractor.

SUBCONTRACTS

- A. The Contractor shall either personally complete his work or shall cause it to be done by a capable contractor satisfactory to the Owner, and such sub-contractor shall be authorized to act on behalf of the Contractor and to supervise the work in a manner that will comply with all requirements of the plans and specifications as interpreted by the Owner.
- B. No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health or safety of others, shall be employed in the development of the project.
- C. There shall be no discrimination against any employee or applicant for employment because of race, creed, sex or color. This provision shall be included in all sub-contracts.

PATENTS

- A. All fees or royalties for patented inventions, equipment or arrangements that may be used in any manner connected with the construction or erection of the work, or any part thereof, shall be included in the price mentioned in the Contract.
- B. The Contractor shall protect and hold harmless the Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials or work furnished by the Contractor.

GUARANTEE/WARRANTY

- A. The suppliers of all work furnished and used in the completion of this contract shall and hereby do warrant, and the Contractor shall and hereby does guarantee that all materials and work covered by this contract will satisfactorily perform the intended function as integral and coordinated units and further guarantees these items against defects, failures, or any other deficiency, as determined by the Owner.
- B. All above mentioned parties further agree that they will, at their expense and without extra cost to the Owner, replace all defective materials and work damaged thereby which becomes defective during the term of the Guarantee/Warranty.

HOLD HARMLESS

The Contractor, as a condition of the Contract, hereby agrees to assume the entire responsibility and liability for, and defense of, and to pay and indemnify and hold the Owner, the Owner's employees, any Consultant, the Consultant's employees, officers, agents and patrons harmless from all claims for damages or injury (or death resulting there from) to any and all persons, including employees or agents or any person or firm engages in work upon the project, arising out of the conduct of the Contractor arising out of the performance of this agreement or any work relevant thereto, or arising out of any of the provisions of the Occupations Safety and Health Standards Act.

INTERPRETATION OF PLANS AND SPECIFICATIONS

- A. The Contractor shall promptly report any errors or ambiguities in the plans and specifications to the Owner. Questions as to meaning of specifications shall be interpreted by the Owner, whose decision shall be final and binding on all parties concerned.
- B. The Owner will provide the Contractor with such information as may be required to show revised or additional details of work.
- C. The Contractor will not be allowed to take advantage of any errors or omission in the plans and specifications. The Consultant will provide full information when errors or omissions are discovered.

DECISIONS BY OWNER

- A. All work done and all materials and equipment furnished by the Contractor shall conform to the plans and specifications. Competent labor and tradesmen shall be used on all work.
- B. All workmanship shall be of the best quality.
- C. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item and specifically required by the specifications, the additional features specified shall be provided whether or not they are normally included in the standard manufacturer's item listed.
- D. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and the specified item becomes obsolete and is no longer available, the Contractor shall provide an item equal in quality and performance which is currently available, at no charge in the Contract price.

OBSERVATION

- A. The Owner may observe the work and will provide general assistance during Construction insofar as proper interpretation of the Contract requirements is affected.
- A. The Owner shall not be responsible for the acts or omissions of the Contractor's superintendent or other employees.
- B. All materials used and all completed work by the Contractor shall be subject at all times to the observation, test and approval of the Owner or their assigned Consultant. The Contractor shall furnish such samples of materials for examination and tests as may be requested by the Owner and shall furnish any information required concerning the nature of source of any materials or equipment which he proposes to use.
- C. The fabrication and manufacture of any materials specified herein may be observed by the Owner at the plant or factory and the Owner shall have free access to make such observation.

- D. Any material or work which does not satisfactorily meet the specifications may be rejected by the Owner by giving written notice to the Contractor. All rejected materials or work shall be promptly removed and replaced.
- E. Any defective material or work may be rejected by the Owner at any time prior to the final acceptance by the Owner even though said defective items may have been previously overlooked.
- F. Wherever the specifications for an item of material by a manufacturer's name and type, and the specified item becomes obsolete and is no longer available, the Contractor shall provide an item equal in quality and performance which is currently available, at no change in Contract price.

DELAYS

- A. Delays caused by injunction or legal actions, "Acts of God", or other causes beyond the control of the Contractor (of which the owner shall be the sole judge) shall entitle the Contractor to a reasonable extension of time within to complete the work.
- B. "Acts of God" shall mean an earthquake, flood, cyclone or other cataclysmic phenomena of nature. Rain, wind, flood or other natural phenomena of normal intensity for the locality of the Project shall not be construed as an "Act of God" and no extension of time shall be allowed the Contractor because of effects of such phenomena.
- C. Application for such extension of time shall be made to the Owner by the Contractor within ten (10) days after the occurrence or such delay and shall state reasons for the request for the extension of time.
- D. No extension of time shall be valid unless it is given in writing by the Owner.

CHANGES

- A. The Owner shall have the right to order extra work or to have changes by altering, adding to or deducting from the work.
- B. No such changes or extra work shall be authorized unless covered by written order of the Owner. No changes shall be made or extra work ordered under this paragraph which will increase or decrease the total cost of the original contract price by more than twenty-five (25) percent.
- C. Written orders for changes or extra work shall specify an extension of the completion time, if any, must comply with Section 33E-9 of the Illinois Criminal Code regarding Change orders, and method of payment which shall be determined as follows:
 - 1. Where unit prices or unit adjustment prices from a part of the Contract, these unit prices shall be used to compute adjustment of compensation, if applicable to the changes.
 - 2. Where no applicable unit prices or unit adjustment prices form a part of the Contract, payment for the changes shall be made by one of the following methods:
 - i) By a lump sum based on Contractor's estimate, approved by the Consultant and accepted by the Owner.
 - ii) By actual direct cost plus fifteen (15) percent for overhead and profit.

In case the Contractor deems that extra compensation is due him for labor and materials not clearly covered in the Contract, and not ordered by the Owner as a change or as extra work, the Contractor shall notify the Owner in writing of his intention to make a claim for such extra compensation before he begins the work on which he bases his Claim and he shall furnish a daily record of the cost of the work to the Owner. Failure On the part of the Contractor to give

such notification or to furnish records of cost shall constitute a waiver of the claim for extra compensation. However, the filing of the notice and the furnishing of cost records shall not be construed to prove the validity of the claim.

- D. In no case shall the Contractor delay work because of a lack of agreement for compensation for changes or extra work mentioned hereinafter.
- E. All claims for extra compensation shall be filed, in writing, with the Owner before Owner's final acceptance of work.
- F. When changes or extra work are on a cost-plus basis, the Contractor shall submit a statement of costs to the Owner for his approval.

UNAUTHORIZED WORK

Work done without proper inspection and approval, or any changes made to extras done without written authority will be done at the Contractor's risk and will be considered unauthorized and at the option of the Owner, payment may not be made.

RIGHT TO SUSPEND WORK

Engineer or the Owner will notify contractor in writing when the work is to be suspended wholly or in part for such periods deemed necessary. Where due work may be suspended for unsuitable weather, other conditions unsuitable for the prosecution of the work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract, or failure of the Contractor to carry out orders. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions. No additional compensation shall be paid to Contractor because of such suspension. Contractor shall not suspend the Work without written authority of Engineer or the Owner.

SUBSTITUTIONS

Each bid or bid shall be based upon the material and equipment called for in the plans and specifications. Items called for in the plans and specifications are done so to establish standard. Only prior written approval from Engineer shall allow any substitution of material, furnishing or article in place of the item specified. References to the term "equal" or "approved equal" shall mean that an item used in place shall be of equal or greater quality and shall be approved in the manner described in this section as a substitute to the specified material, furnishing or article.

Requests for substitutions shall be made five (5) calendar days prior to bid opening date to Engineer. Each substitution request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, all specifications for requested substitute including drawings with dimensions and any other data or information necessary for a complete evaluation. Any substitution accepted by Engineer shall be done so in a written addendum to the bid documents: no other substitution shall be granted.

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

THIS FORM: MUST BE PROPERLY EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACTOR'S PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF PROPOSAL AS NON-RESPONSIVE.

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 1la of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90% Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Architect.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

- A. The Contractor/Subcontractor [circle one] has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. [Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated; _____
Signature of Authorized Representative

The Contractor/Subcontractor [circle one] has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated; _____
Signature of Authorized Representative

PREVAILING WAGE DETERMINATION AND IMPORTANT NOTICE REGARDING

RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

The most recently ascertainable Prevailing Wage Rate Determination for DuPage County is attached hereto. Revisions of the prevailing wage rates are made periodically by the Illinois Department of Labor. As required by the Prevailing Wage Act any and all such revisions supersede the Libraries determination. Bidders, contractors' and subcontractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor/subcontractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates ,to notify its subcontractors of such revisions, to post such-revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. Contractor shall obtain and maintain insurance in accordance with the following requirements:

A. **Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 1093, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner and Construction Manager.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

B. **Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least one year following substantial completion of the work. .

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 1093, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. **Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation and employers liability insurance. The workers compensation coverage shall be in at least the amounts required by applicable state law. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning the Work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for thirty (30) days' written notice to Owner prior to the cancellation or any material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in suspension or termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond

guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. **Subcontractors/Consultants**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above or shall provide coverage for its subcontractors' wrongful acts or negligence under its own coverage's provided to the Owner. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

II. **Contractor shall provide Indemnification as follows:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Construction Manager and their directors, officers, officials, employees and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Contractor shall also protect, indemnify and hold and save harmless the Owner and its officers, officials, employees and agents against and from any and all claims, costs, causes, actions and expenses. Including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.