



**\*\*\*NOTICE\*\*\***

**THIS IS NOT AN OFFICIAL BID DOCUMENT.  
THIS DOCUMENT IS PROVIDED ONLY FOR PUBLIC  
REVIEW**

Bidders must contact the County Administrator to request official bid documents or pick up a set of bid documents at the office of the County Administrator, 1320 Union Street, Morris, IL.

George Gray, County Administrator  
[ggray@grundyco.org](mailto:ggray@grundyco.org). When requesting documents, provide name, phone number, email address, and company.

**INVITATION TO BID**  
**DEMOLITION OF RESIDENTIAL STRUCTURES**  
**COUNTY OF GRUNDY**

Sealed bids will be received for the demolition of certain residential structures in Grundy County. Sealed envelope must be clearly marked on the exterior "Demolition of residential structures" and contain an original signature of the entire bid packet. Sealed bids will be accepted until 1:00 PM, Tuesday, June 4<sup>th</sup>, 2019 at the office of the County Administrator, 1320 Union Street, Morris, Illinois, 60450. At that time sealed bids will be publicly opened and read aloud. Fax and electronic submissions will not be accepted.

The project shall consist of demolishing all structures located on the subject properties, disposing of all debris, and restoring the sites to a pre-developed state. The project shall include all permitting, preparation, utility coordination, labor, materials, equipment and supplies necessary to complete the project.

- a) 6005 E. Minooka Road, Minooka, IL PIN 03-03-300-001
- b) 5975 E. Minooka Road, Minooka, IL PIN 03-04-400-006

Bid documents are available at the office of the County Administrator, 1320 S. Union Street, Morris IL, 60450, and for inspection online at [www.grundyco.org/bids-and-rfp/](http://www.grundyco.org/bids-and-rfp/). The bidder remains responsible for obtaining all addenda, which will be posted at the same website.

A bid bond in the form of cashier's check or certified check in the amount of not less than 10% of the total bid will be required. Bids may not be withdrawn or revoked for a period of 45 days after submission. The successful bidder will be required to provide a 100% performance bond in the full amount of the awarded contract and a Certificate of Insurance as set forth in the specifications.

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). A copy of the prevailing wage rates is posted on the Grundy County website at <http://www.grundyco.org/bids-and-rfp/>. MBE/WBE: Women and Minority Owned Businesses are encouraged to submit a bid.

The County of Grundy reserves the right to reject any and all bids and to waive technical errors or informalities in bidding.

Chris Balkema  
County Board Chair

**Bid Specifications**  
**Residential Demolition Services**

The County of Grundy [County] is seeking a Contractor to perform demolition services to two (2) residential dwellings located within Grundy County, Illinois. The project shall consist of demolishing all structures located on the subject properties, disposing of all debris, and restoring the sites to a pre-developed state. The project shall include all permitting, preparation, utility coordination, labor, materials, equipment and supplies necessary to complete the project.

The County reserves the right to award both properties to a single Contractor, or award the bid to each property to separate Contractors, at the County’s sole discretion, as it deems in the best interest of the County.

Sealed bid envelope must be clearly marked on the exterior “Demolition of residential structures” and contain an original signature version of the entire bid packet.

**Timeline**

The County anticipates the following timeline for award.

Bids Due	Tuesday, June 4, 2019 at 1:00 PM
Committee Consideration	Thursday, June 6 <sup>th</sup> , 2019
County Council Approval	Tuesday, June 11 <sup>th</sup> , 2019
Notice to Proceed	Within ten days of award
Completion Date	45 Days from Notice to Proceed

**Demolition**

**1. Project Sites & Conditions**

The County has assumed ownership of the following properties, which are the subject properties of this bid.

- a) 6005 E. Minooka Road, Minooka, IL PIN 03-03-300-001
- b) 5975 E. Minooka Road, Minooka, IL PIN 03-04-400-006

**2. Summary of Scope of Work**

- a. Permitting, Notifications, and Landfill Approvals.

The Contractor shall procure and pay for all permits necessary to carry out the work, including those necessary while the streets or alleys are obstructed either by operations or by the storage of equipment or materials.

The contractor will determine whether any state or local permits or notifications are necessary to perform this work, and will be responsible for any associated fees. A County of Grundy demolition permit will be required. Inspections shall be called into the Land Use Department (815) 941-3228 for pre-demolition, foundation and basement hole completion prior to backfill, and full remediation on the site. Twenty-four hour notification of all inspections which will occur on Monday, Tuesday, Thursday, and Friday mornings only. Contractors must be licensed with Grundy County Land Use Department.

Proper disposal of materials is required, including the hauling and disposal at a licensed subtitle D landfill. The contractor is responsible for obtaining landfill approval and for paying the landfill tipping fees, as well as any Clean Construction Debris Disposal (CCDD) testing.

- b. Erosion Control shall be provided in accordance with all local, county and State requirements. These sites are adjacent to a creek and within the floodplain and/or floodway.
- c. Site Security – The Contractor shall install a fence around the perimeter of each work zone to prevent unauthorized access.
- d. Utility Termination. Call Julie/811 at least 48 hours prior to commencing work. Contractor shall remove all utilities at each site.
  - Gas disconnect will be completed by Nicor. Work is not permitted to commence until Nicor has completed this work.
  - ComEd will discontinue service: remove the meter, disconnect any secondary cables and remove them from transformer or pedestal. The site may see grade changes and secondary cable may need to be physically removed by ComEd or the contractor.
- e. Demolition

This contract calls for the demolition of two (2) wood framed construction residential dwellings, as well as any and all garages, outbuildings, concrete foundation footings and pads, driveways, residential sidewalks, and all other hardscapes on the properties. Upon completion, each property shall be restored to a pre-developed state.

Supervisor shall be on site during all phases of demolition. Contact information for supervisor shall be provided.

Removal of all structure foundation and basement walls to at least four foot below the finish grade of the site. Basements and crawl spaces shall be filled with compacted clean fill. At least three inches of black soil to be placed as a top coat for seeding. Basement floors must have at least two, one foot diameter holes to accommodate drainage.

Concrete slabs on ground, including floors of basementless buildings, entrance slabs, patios, garage or shed floors, and similar exterior slabs whether of concrete, masonry, rock or stone shall be removed.

Only those trees that restrict demolition of structures may be removed under this contract.

The contractor shall haul and properly discard all materials that require landfill disposal. Asbestos containing materials will be removed from the property independent of this contract, prior to demolition commencing. The contractor will line up landfill pricing and approvals, and the price must include payment of all landfill tipping fees and taxes. The price sheet includes a requirement to indicate the quantity of material the contractor estimates will require disposal at the landfill. This information will be used to help interpret bids. No burning is allowed on site.

Septic tanks shall be demolished in compliance with all state and local codes. Septic tanks must be completely pumped by a licensed Private Sewage Disposal System Contractor. The floors and walls cracked or crumpled so the tank does not hold water. The tank must be filled with sand or soil. All work shall be performed by a licensed Private Sewage Disposal System Contractor. In addition, the Private Sewage Disposal Contractor shall also be registered with the Grundy County Health Department. A representative from the Grundy County Health Department must be on-site to verify the proper abandonment of the septic tank.

Wells shall be sealed by a licensed water well driller in accordance with the Water Well and Pump Installations Contractor's License Act. A permit is required from the Grundy County Department of Health.

An Illinois Department of Public Health Water Well Sealing form must be submitted to the Grundy County Health Department not more than 30 days after the well is sealed.

Structures, such as fence posts, existing on the creek bank may be cut down to grade and left in place to prevent the erosion of the bank.

Fencing that provides a mutual benefit to adjacent property owners shall be left in place at the County's discretion. Prior to removal, the designated County representative shall make a determination if a fence stays or is removed.

The contractor shall mobilize all necessary material and labor for the job. Equipment can be left at the job site at the contractor's sole risk. The County will not be responsible for lost, stolen, damaged, or vandalized equipment.

f. Disposal of Materials

All materials removed from the buildings, including fixtures and appurtenances shall be the property of the Contractor and shall be entirely removed from the premises. The entire premises shall be cleared of all junk, refuse, debris, and materials resulting from the removal of the buildings and contents, down to the building floor. Upon completion of the work, the site shall be left in orderly condition.

The contractor shall follow all applicable local, state, and federal laws, regulations and requirements for the disposal of lead, asbestos, and other routinely encountered hazardous substances.

With the contractor invoices, documentation of the quantities of materials handled and their destination will be provided. Copies of landfill disposal load listing will be provided with the contractor invoices, with a breakdown by waste type (asbestos demolition debris or lead containing brick/block). An estimate of the quantity of material (cubic yards or tons) removed for beneficial reuse will be provided with each contractor invoice. A summary of the scrap metal pounds recovered by type (copper, iron, etc.) will be provided with the contractor final invoice.

g. Backfill all work site depressions with clean mixed clay to drain. \*(Source ticket required).

- h. Restoration shall include a cap of clean, pulverized black dirt, seed, and erosion control blanket. Restored ground shall be free of all large rocks as well as any and all demolition debris. Grass seed will be in the following ratio: 50% Ryegrass, 30% Fine Fescue, 20% Kentucky Bluegrass.
- i. Disturbance of the site shall be limited to the area of the structures being removed. No additional grading shall be performed.
- j.

**3. Work Progress & Completion**

- a. The work schedule shall be coordinated by the County and the Contractor.
- b. A written work schedule shall be agreed upon by the County and the Contractor prior to the notice to proceed.
- c. All specified work shall be completed no later than forty-five (45) calendar days from the issuance of the County's Notice to Proceed to the Contractor.
- d. The Contractor may not commence work before 7:00 AM Monday through Friday.
- e. All work must be completed by 6:00 PM. \*(Additional hours prior to 7 AM and after 6 PM must be approved in advance by the designated County representative).
- f. The Contractor may be restricted with respect to work hours each day depending on special events in the area and/or weather events.
- g. Weekend hours [Saturday and Sunday] must be approved in advance by the designated County representative.
- h. Upon commencement of the work specified herein, the Contractor shall work in consecutive regular work days, without delay, until completion of the specified work.
- i. The public streets and sidewalks shall be kept free of debris, litter, and mud throughout the performance of work under this contract.
- j. The public sidewalks and curbs that may serve as access for heavy equipment shall be planked with suitable timbers or plywood sheeting to prevent any damages from occurring.
- k. Any damage to public streets, sidewalks and curbs shall be repaired or replaced at the expense of the Contractor in accordance with the County of Grundy construction specifications.
- l. Equipment use shall be limited to the footprint of the structure(s) and the most direct path to the structure from the road. Any additional earth disturbance shall be kept to the minimal amount required to perform the work.

**4. Custody of the Properties, Buildings**

Upon receipt of written order by the County to commence work, the buildings and their surroundings shall be under the custody of the Contractor.

**5. Supervision & Documentation**

- a. The County of Grundy reserves the right to supervise the Demolition site however they see fit.
- b. The contractor will perform work to the satisfaction of the County and their designated representatives.

**6. Asbestos Abatement**

Asbestos abatement activities will occur prior to demolition as part of another contract, independent of the scope of this project.

**7. Site and Traffic Control**

- a. Pedestrian and vehicular traffic shall be maintained on the streets adjacent to the

- premises through the life of this Contract.
- b. The Contractor shall provide and maintain the necessary barricades and traffic control necessary for the protection of the public during the progress of this work.
  - c. The site shall remain secure at all times through the utilization of construction fencing.
  - d. Erosion control in accordance with State and County specifications shall be utilized and inspected daily to protect all on-site catch basins, public storm sewer inlets and the creek located near these sites, eliminating contamination from soil run-off and demolition debris.
  - e. Silt collecting fabric or baskets shall be installed in all open grate storm sewer structures near the selected job sites and are to be removed by the contractor upon completion of the demolition work once all other equipment and materials have been removed.

**8. Courteous Neighbor**

- a. Site cleanliness is absolutely necessary at all times. The Contractor shall be responsible for maintaining a clean work-site.
- b. Keep the property adjacent to buildings clean and free of debris.
- c. Do not store or permit removed materials and equipment to accumulate at the site.
- d. All materials and construction debris shall be removed as it is generated.
- e. The County will reserve the right to routinely inspect the job-site conditions and make recommendations based on observations and site conditions. These recommendations shall be mitigated immediately.
- f. Maintain fencing so that it is safe and functions as intended.
- g. Utilize water to keep the job-site free from dirt and dust.
- h. The Contractor shall not track spoils or demolition materials beyond the fenced in work zone. The roadway adjacent to the work-sites shall remain clean at all times.
- i. Sanitary facilities shall be provided by Contractor for all employees.

**9. Liquidated Damages**

- a. After notice to proceed had been granted to the contractor, work shall commence within ten days of permit issuance.
- b. Once temporary fencing has been installed around a property, work shall commence within 48 hours and continue until demolition, seeding/blanketing is completed.
- c. Demolition work shall be continuous on the property so as not to leave a partially demolished home. If left incomplete for a period greater than 72 hours, there will be liquidated damages assessed in the amount of \$500 per day that each property is left incomplete from non-continuous work.

**10. Work Delay – Cost of Labor and Materials**

Any change in the above-referenced work schedule must be agreed upon by both parties. The contract price will remain fixed from the execution of the contract by the County and the Contractor through the completion of the specified work.

**11. Professional Standard**

The Contractor is required to have at least three (3) years of experience in demolition industry. They shall provide no less than three references for similar projects in other communities in the past two years, and have a demonstrated safety record.

## **12. Prevailing Wages**

All contracts for the construction of public works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). This requires payment of the general prevailing rate for each craft or type of worker, including payment of the general prevailing rate for legal holiday and overtime work. The Contractor agrees that no additional notice is required, and that the Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract. If wage rates change during the course of the project, the new rates will be available on County and State websites.

## **13. Certified Payroll Requirements (Public Act 94-0515)**

Vendors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Vendor is aware that filing records he or she knows to be false is a Class B misdemeanor. The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Forms are available on the Illinois Department of Labor website at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

## **14. Insurance Requirements**

The minimum limits of the Contractor's Liability Insurance shall be as follows:

- a. Claims under the worker's compensation, disability benefits, and other similar employee benefits, the limits should be the Statutory Limits.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees, the minimum limits shall be \$1,000,000.
- c. Claims for damages insured by reasonably available personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or by any other person for any other reason, the minimum limits shall be \$1,000,000.
- d. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, the minimum limits should be \$1,000,000.
- e. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle, the minimum limits shall be \$1,000,000.
- f. In addition to the above coverages, the Contractor shall carry an umbrella/Excess Liability policy in the amount of not less than \$2,000,000, which should include Employer's Liability Insurance.
- g. The Contractor shall extend insurance to the County of Grundy for the liability coverages listed above, by endorsement, as an additional primary and noncontributory insureds. A copy of the endorsement which adds the additional insureds to the policy shall be provided as well



## **15. Hold Harmless Agreement**

The Vendor agrees to indemnify, save harmless and defend the County of Grundy, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of Grundy, their agents, servants, or employees or any other person indemnified here under any Waivers of Subrogation endorsements.

## **16. Contract Time**

When authorized, the selected contractor shall commence Work within ten (10) days after the issuance by the County of a Notice to Proceed, subject to unavoidable delay.

- a. "Unavoidable Delay" is a delay resulting from (a) County-wide or industry-wide strikes or lock-outs, (b) Acts of God, (c) inability to obtain labor or materials due to governmental restriction, (d) enemy action, (e) civil commotion, (f) fire, (g) unavoidable casualty, (h) work stoppages caused by illegal acts of third parties.
- b. Unavoidable delay does not include (a) changes in prices, (b) Contractor's insolvency, financial condition, or any other monetary problem, (c) the insolvency, financial condition, or refusal to perform by any contractor, subcontractor, or professional retained by Contractor (including but not limited to engineers, architects, or attorneys) or (d) the administrative delay of any governmental or nongovernmental agency, commission, or board.
- c. The Contractor shall complete the Work within forty-five (45) calendar days of the Notice to Proceed.

## **17. APPLICATIONS FOR PAYMENT**

- a. Submit certified copies of payroll as required.
- b. Submit a field inspection report by the Grundy County Health Officials verifying proper abandonment and/or sealing of the private water and sewer systems.
- c. Submit a waiver of lien from applicable subcontractors and suppliers.
- d. Payment shall be made within 45 days of completed pay request.

## **18. TERMINATION OF THE CONTRACT**

### **a. TERMINATION BY THE CONTRACTOR**

If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Contractor, or if the Work should be stopped because the owner has not made Payment thereon as provided in paragraph 5.1.6, then the Contractor may upon twenty-one (21) days written notice (from postmark) to the County, terminate the Agreement.

### **b. TERMINATION BY THE OWNER**

In the event of any breach of this Agreement by the Contractor, the Owner may, at its option, serve the Contractor with a written seven (7) day notice (from postmark) to complete the work, after which the Owner may take possession of all materials at the work site, engage the service of another contractor to complete the work, and deduct the cost of such completion from any amount due the Contractor hereunder. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. In the event that the

Contractor, as a result of litigation, is adjudged to have breached this Agreement, the Contractor shall pay, in addition to any damages awarded to the Owner, the Owner's reasonable attorney's fees resulting from such litigation.

NOT FOR BID

**BID SHEET**  
**Bidder Information**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ County, State, Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**BID PRICE: Residential Dwelling Demolition**

*\*The pricing submitted for the addresses below shall include all permitting, preparation, utility coordination, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the demolition projects. The County reserves the right to award both properties to a single Contractor, or award the bid to each property to separate Contractors, at the County's sole discretion, as it deems in the best interest of the County.*

**Lump Sum Bid per property**

1. **5975 E. Minooka Rd.** \_\_\_\_\_ \$ \_\_\_\_\_

Anticipated tons of material removed from site: \_\_\_\_\_ tons

2. **6005 E. Minooka Rd.** \_\_\_\_\_ \$ \_\_\_\_\_

Anticipated tons of material removed from site: \_\_\_\_\_ tons

**COMBINED BID** \_\_\_\_\_ \$ \_\_\_\_\_

I certify that I am acting as an agent for the firm designated below and that the firm will provide the services to the County of Grundy as described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

\_\_\_\_\_  
Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

\_\_\_\_\_  
Name of Authorized Representative Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
County State Zip Code

\_\_\_\_\_  
(Area Code) Phone Number

**AGREEMENT**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ (hereinafter called the "Contractor") having a principal place of business located at, \_\_\_\_\_ and the County of Grundy, (hereinafter called the "Owner" or the "County").

**RECITALS**

**WHEREAS**, in consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work necessary for the proper completion of the work for the demolition of \_\_\_\_\_; and the County agrees to pay for the work as set forth in the Contract Documents.

The Contract Documents shall consist of the following listed documents which are hereby made part of this agreement as if recited at length herein:

- 1) **Invitation to Bid**
- 2) **Bid Sheet**
- 3) **Bid Specifications**
- 4) **Addenda (if any)**
- 5) **Appendix A – Affidavits (Must be signed)**

**THIS SECTION  
INTENTIONALLY  
LEFT BLANK**

IN WITNESS WHEREOF, *the Owner and the Contractor have executed this Agreement as of the date hereinabove first stated.*

**CONTRACTOR**

\_\_\_\_\_  
Print Name of Contractor

**BY:** \_\_\_\_\_  
Signature of authorized representative

**DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

***THE COUNTY OF GRUNDY, ILLINOIS***

**BY:** \_\_\_\_\_  
**Chris Balkema, County Board Chair**

**DATE:** \_\_\_\_\_

END OF DOCUMENT

NOT FOR BID

APPENDIX A - AFFIDAVITS

**Section 1:**

Business Status of Bidder

**BIDDER/APPLICANT:**

*Name:* \_\_\_\_\_

*Principal place of business* \_\_\_\_\_

*Address:* \_\_\_\_\_

*County, State, Zip Code* \_\_\_\_\_

*The Bidder is a:*

Corporation Partnership

Limited Liability Company Sole Proprietorship

Other (please explain:) \_\_\_\_\_

**Corporation**

The state of incorporation is: \_\_\_\_\_

The registered agent of the corporation in Illinois is:

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Address*

*County, State, Zip:* \_\_\_\_\_

The officers of the corporation are:

\_\_\_\_\_  
*President*

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_  
*Vice President*

\_\_\_\_\_  
*Treasurer*

The Corporation is authorized to do business in the State of Illinois

**Limited Liability Company**

The state of registration is: \_\_\_

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The registered agent of the Limited Liability Company in Illinois is:

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*Name*

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*Address*

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*County, State, Zip*

The registered office of the Limited Liability Company in Illinois is:

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*Address*

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*County, State, Zip*

The managers and members of the Limited Liability Company are:

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*Name Name*

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*Address*

*Address*

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*County, State, Zip*

*County, State, Zip*

The LLC is authorized to do business in the State of Illinois

**Sole Proprietorship**

The address of the sole proprietor is:

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*Address*

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*County, State*

The sole proprietor transacts business in Illinois under the following assumed names:

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NOT FOR BID



**BID RIGGING AND BID ROTATING**

- Section 2:** That in connection with this solicitation for quotes:
- a. The quote is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
  - b. The submitter has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the quote price of said bidder or any other bidder or to fix any overhead profit or cost element of such quote price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
  - c. The quote is genuine and not collusive or sham;
  - d. The prices or breakdowns thereof and any and all contents which had been quoted in this submission have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
  - e. All statements contained in such submission are true;
  - f. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham quote;
  - g. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition.

**Section 2a:** **NON-COLLUSION**

- a. No officer or employee of the County of Grundy has a direct or indirect pecuniary interest in this quote.
- b. No officer or employee of the County of Grundy has disclosed to the bidder any information related to the terms of a sealed quote.
- c. No officer or employee of the County of Grundy has informed the bidder that the quote will be accepted only if specified persons are included as subcontractors.
- d. Only the bidder will be entitled to the proceeds of the contract if this quote is accepted by the County of Grundy.
- e. This quote is made without the benefit of information obtained in violation of law.

**Section 3:** The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being quoted herein and that he has not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2, above; and
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being quoted herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2 above, and as their agent does hereby so certify; and
- C. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT**

**Section 5:** The undersigned will publish a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned

- company's workplace;
- b. Specifying the actions that will be taken against employees for violations of this prohibition;
- c. Notifying the employees that, as a condition of their employment to do work under the contract with the County of Grundy, the employees will:
  - i. Abide by the terms of the statement; and
  - ii. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.
- d. Establishing a drug free awareness program to inform the aforementioned company's employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The aforementioned company's policy of maintaining a drug free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug violations.
- e. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the County of Grundy and to post the statement in a prominent place in the workplace;
- f. Notifying the County of Grundy within ten (10) days after receiving notice under Section 5(C)(2) from an employee or otherwise receiving actual notice of such a conviction;
- g. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6, below;
- h. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements;
- j. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

**Section 6:** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- a. Take appropriate personnel action against such employee up to and including termination; or
- b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**TAX COMPLIANCE**

**Section 7** The undersigned on behalf of the entity making the foregoing quote certifies that neither the undersigned nor the entity is barred from contracting with the County of Grundy because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the quote or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the

contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

**NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

**Section 8** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of Section 3 residents or Section 3 Business Concerns (as determined by the US Department of Housing and Urban Development), as well as minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- g. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection g of Section 8, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

In the event that this contract is subject to Executive Order 11246, Contractor certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

#### **THE AMERICANS WITH DISABILITIES ACT**

**Section 9** As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Americans with Disabilities Act.

Must be signed by authorized company representative and returned in sealed bid:

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Notary Public

-seal-

END OF DOCUMENT

NOT FOR BID