

VILLAGE OF MUNDELEIN
Warehouse Floor Restoration and Repair Project
165 North Archer Avenue



OWNER
VILLAGE OF MUNDELEIN

Bid Specifications Prepared by:

Village of Mundelein
300 Plaza Circle
Mundelein, IL 60060

Plan Documents Prepared by:

The Dobbins Group
11 East Illinois Street Suite 600
Chicago, IL
Plans Dated 05.11.2015

REQUEST FOR PROPOSALS

The Village of Mundelein will receive sealed proposals for the ***Warehouse Floor Restoration and Repair Project located at 165 N. Archer Avenue*** at the Mundelein Village Hall, 300 Plaza Circle, Mundelein, Illinois until **Wednesday April 18, 2016, 3:00 p.m.** Prospective bidders are encouraged to attend a Pre-Bid Meeting scheduled for **April 11, 2016 at 10:00 a.m. at the project site, 165 N. Archer Av., Mundelein Il.** to review the scope of the work and the project specifications.

Bidders must submit a firm proposal. The outside of the proposal must clearly identify the firm, individual, or organization that is submitting the proposal. All proposals must be accompanied by a Bid Bond, Certified Check, or Bank Cashier's Check made payable to the Village of Mundelein, in the amount of \$5000.

Relevant portions of "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, "Fair Employment Practices Act", approved July 21, 1961, as amended and "The Prevailing Wage Act", Illinois Revised Statutes, as amended. (Contract Provisions required by Section 85.38 of the Code of Federal Regulations, US Department of Housing and Urban Development apply to this proposal.)

Contractor understands the Illinois Freedom of Information Act requiring the Contractor to produce to the Requester any of its company records and documents which are in any way related to the performance of services under this agreement and not exempt from disclosure within five business days of the Village's receipt of a request for said records. The Contractor agrees to be bound by the provisions of the Illinois Freedom of Information Act and agrees to deliver to the Village all records in its possession relating to this agreement within three (3) business days of a request by the Village for said records. Contractor agrees to reimburse the Village any fees, fines, or costs incurred by or assessed against the Village for its failure to deliver requested records in the possession of the Contractor, and which the Contractor failed to deliver to the Village within three (3) business days of its receipt of a request from the Village to do so. An e-mail request for records and documents will be considered received by the Contractor on the day sent.

Proposal Documents may be obtained through the following:

1. Internet at <http://www.mundelein.org/bidsproposals/bidsproposals.htm>- no charge

Any questions regarding the proposal specifications can be directed to:

Peter J. Schubkegel
Director, Building Department,
Village of Mundelein
847-949-3283

Bidders must execute all signatures where required on their submitted proposals. Bidders need not return the entire contract proposal when proposals are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

1. Business Disclosure Statement
2. Proposal/Schedule of Prices
3. Proposal Surety/Bond
4. Prime Contractor Certifications

The Village of Mundelein reserves the right to waive any irregularities and technicalities, and to accept or reject any or all bids or any part thereof.

INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

The Contractor shall furnish and provide all labor, materials, tools, equipment, and machinery necessary to perform and complete in a good and workmanlike manner the work required for:

Warehouse Floor Restoration and Repair Project, 165 NORTH ARCHER AVENUE

Refer to the attached specification drawings and details for requirements of this work.

DRAWINGS, SPECIFICATIONS AND SPECIAL PROVISIONS

The Drawings, Specifications and Special Provisions are intended to describe a complete scope of work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, measured or calculated dimensions will govern over scaled dimensions. The Contractor shall take no advantage of any apparent error or omission in the Specifications and the Village shall be permitted to make such corrections and interpretations as may be necessary for the fulfillment of the intent of the Specifications. The decision of the Village in the case of any conflicts, errors or omissions is final.

EXAMINATION OF SITE AND SPECIFICATIONS

Each bidder shall, before submitting its contract proposal, carefully inspect in detail the Work Site described herein and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area. Bidders shall make a careful examination of the Proposal Documents and Specifications before submitting a Proposal. They shall fully inform themselves as to the quality and quantity of equipment required and the character of the work.

The Village and its agents assume no responsibility whatsoever in respect to the sufficiency or accuracy of this information and there is no guaranty, either expressed or implied, that the conditions or locations indicated are representative of those existing throughout the work, or that unanticipated situations may not occur. The Village reserves the right to add, delete or modify as it deems fit, the locations and amounts of work to be done. If their proposal is accepted, the bidder is responsible for all errors in their Proposal resulting from their failure or neglect to comply with these instructions. The Village will in no case be responsible for any change in anticipated profits resulting from such failure or neglect.

PRE-BID MEETING

Prospective bidders are encouraged to attend a non-mandatory Pre-Bid Meeting scheduled for Monday **April 11th, 2016 at 10:00 a.m. at the project site, 165 N. Archer, Mundelein, Illinois** to review the scope of the work and the project specifications.

CONTENTS OF PROPOSAL FORMS

All Proposals submitted must be made on the form attached to this request for proposals and shall be complete with total prices as required. The proposals shall include the schedule of prices form also attached.

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

CLARIFICATIONS/IRREGULAR PROPOSALS

The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals, or that contain irregularities of any kind or which are not accompanied by the proper Surety, may be rejected as irregular.

DELIVERY OF PROPOSALS

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

PROPOSAL GUARANTY

Each proposal must be accompanied by a bid bond, certified check, or banker's cashier check for \$5,000 made payable to the VILLAGE OF MUNDELEIN.

DISQUALIFICATION OF PROPOSALS

2 or more proposals from a person, firm, or corporation, under different names will not be considered. Evidence that any bidder is interested in more than one proposal for the same work will cause rejection of all proposals. Any or all proposals will be rejected if there is evidence of collusion among the bidders.

WITHDRAWAL OF PROPOSALS

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

ACCEPTANCE OF PROPOSALS

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. The Village may accept the proposal that is, in its judgment, the best and most favorable to the interests of the Village and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by the Village, the successful Bidder's proposal, together with Village's notification of acceptance, shall become the Contract for the Work.

CONTRACT PERFORMANCE BOND

The successful bidder, prior to the execution of the Contract by the Village, shall furnish to the Village a surety bond in the sum equal to the full amount of the Proposal, including alternates selected by the Village, on a form acceptable to the Village. All proposals shall be submitted on the basis of the furnishing this bond executed by a corporate surety company licensed to do business in the State of Illinois. The costs of executing the Contract, furnishing the Contract Performance Bond and Proof of Insurance, and other documents required, including all notary fees and expenses, are to be paid by the Bidder to whom the award is made. The cost of same shall be included in the total amount bid, with no extra compensation paid by the Village.

The bond shall also guarantee the faithful performance of the Contractor's obligations under the Prevailing Wage Act. The aforementioned bond shall be issued for a 365-day period subsequent to the date of substantial

completion. The bond shall be issued by a surety company which is acceptable to the Village. Upon the Village's receipt and acceptance of a performance and labor/material payment bond(s), the Village shall promptly return the Contractor's bid guarantee.

EXECUTION OF CONTRACT

The individual, firm or corporation to whom or to which a Contract has been awarded shall furnish an executed Contract, Contract Bond and Proof of Insurance to the Village within 15 calendar days after Notice of Award has been received by them from the Village.

FAILURE TO EXECUTE CONTRACT

Failure by the Bidder to furnish the Village with an executed Contract and Proof of Insurance within the 15 calendar days specified shall be just cause for annulment of the award, or of the Contract if executed.

GENERAL CONDITIONS OF THE CONTRACT

CONTRACTOR'S INSURANCE

If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 15 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract.

The contractor shall furnish the Village with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified statement from the insurer listing the details from the policy. The insurance requirements are as follows:

General Liability/Property Damage/Bodily Injury	\$1 million each occurrence \$2 million general aggregate
Automobile Bodily Injury Liability/Property Damage	\$1 million combined single limit
Excess/Umbrella Liability	\$1 million each occurrence \$2 million aggregate
Workers Compensation and Employers Liability	\$1 million each occurrence
Environmental Impairment/Pollution Liability	\$1 million each occurrence
Owners and Contractors Protective Liability (OCP)	\$1 million each occurrence

Such policies shall not be canceled, permitted to expire or to be changed without the written consent of the Village. A Certificate of Insurance must be on file in this office prior to any work on these premises. This Certificate Holder and Additional Insured should read:

- Village of Mundelein and its officers, agents, and employees

CHANGES TO SCOPE OF WORK

If the Village deems it proper or necessary during the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, even to the elimination of one or more items, such alteration shall not annul or vitiate the Contract hereby entered into. The elimination of any part of the work shall not increase the unit price for any of the remaining work bid on. The value of the work so added shall be based on the rates and prices named in the Contract as proposal, when such rates and prices cover the class of work added, otherwise the value shall be determined by mutual written agreement between the Village and the Contractor before any such work shall be commenced.

SEQUENCE OF WORK

The Village shall have the power to direct the order and sequence of the work or revise the Contractor's sequence. Payment for major portions of the work may be withheld until approved completion of accessory work. The Contractor shall not impede or interfere unnecessarily with the work of other contractors who may be employed within the limits of the work.

INSPECTION

The Village shall at all times have access for inspection to all branches of the work, on the site of the work, at the place of manufacture, or where materials and equipment are stored. If at any time during the progress of the work, any work is rejected or if any of the work is wholly or in part improperly completed, then the Contractor, at his own expense, shall immediately remediate all work improperly done. In case the Contractor shall neglect or refuse after 24 hours written notice, to remove or replace said rejected work or material, the work shall be removed by the Village and the Village's cost of labor, material and supervision thereof deducted from any money due the Contractor.

CONTRACTOR'S EMPLOYEES

The Contractor shall employ skilled foremen and laborers and shall, if directed by the Village, discharge from the site of the work any incompetent, abusive or disorderly employees. None but persons expert in their respective branches of work shall be employed by the Contractor.

COMPLIANCE WITH LAWS

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

ORDINANCES

The Contractor shall observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications. The Contractor shall provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the State and Local Board of Health requirements. Public nuisances will not be tolerated.

DAMAGES

All loss or damage arising out of the nature of the work to be done, or from any delay or unforeseen or unusual obstructions, or from difficulties, which may be encountered in the prosecution of the work or arising from the action of the elements, shall be sustained at the Contractor's expense. The Contractor agrees to hold the Village harmless from any such claims or demands of any kind, arising from their performing the work on this Contract.

CLAIMS

The Contractor agrees to save and hold harmless the Village from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of persons engaged in the performance of this Contract.

The Contractor shall save the Village harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals or processes used by them or about said work.

FORFEITURE

The work herein specified shall be prosecuted with such forces as the Village may deem adequate for its completion within the time specified for completion. If the rate at which the work is performed is, in the judgment of the Village, not such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with forces sufficient for

its completion within the specified time, or if in any event, the Contractor fails to proceed with the work in accordance with the requirements and conditions of the Specifications, the Village shall have full right and authority after giving 3 days written notice to the Contractor of its intention to do so, to take the work out of the hands of the Contractor and/or to re-let the same to other Contractors. In so doing, the Village may use or authorize the use of such equipment, and supplies as may be the property of the Contractor, or on the ground, without rental or other charge for the use thereof, except that all such materials so used in completing the work shall be credited to said Contractor at their fair reasonable market price, as of the date same were delivered on the work, but in no case will the Contractor be credited with more than the cost of said materials delivered to the Contractor. The cost of fully completing all the work and all expense of every kind incurred by the Village in connection herewith shall be charged to the Contractor and shall be deducted and paid by the Village out of such moneys as may be due, or may at any time thereafter become due, or may at any time thereafter become due to said Contractor under this Contract, or any part thereof, so far as the same shall suffice therefore, and any deficiency shall be paid to the Village by the Contractor forthwith, and the bondsmen will be held liable for any such deficiency. Should it become necessary for the Village to declare the work forfeited, such forfeiture shall in no case relieve the Contractor or his bondsmen of any of the conditions of the Contract. In case the Contractor shall abandon or fail to complete the work, the Village shall have the full right and authority to pay to any person, firm or entity who may have been employed by the Contractor upon the work, out of any fund due or unpaid the Contractor at the time the Village shall declare said Contractor in default, any and all sums of money which may be found to be due and owing to said Contractor under this Contract and upon giving 5 days written notice by mail to said Contractor of the intention so to do. The Village shall have the full right and authority to ascertain the amount or amounts so due and owed by the Contractor to such person, firm or entity and in such manner and upon such proof as it may deem sufficient, and the amount so found by it to be due and owing to such person, firm or entity, shall be conclusive as against said Contractor, and may thereafter make payment to the said person, firm or entity.

SUBLETTING OF CONTRACT

No part of the work herein specified shall be assigned, subcontracted or sublet without written consent of the Village. The Contractor may be permitted to sublet a portion thereof, but shall perform with the Contractor's own organization, work amounting to not less than 50 percent of the total contract cost, and with materials purchased or produced by the Contractor. Second tier subcontracting is not permitted.

All requests to subcontract any work shall include a certified copy of the executed subcontract agreement signed by both the General Contractor and the Subcontractor. All subcontract agreements shall list and itemize what work is being subcontracted and the amounts and/or basis of payment for such work. All subcontract agreements shall contain the required Federal and State Equal Employment Opportunity provisions and Labor Compliance provisions, including contract minimum wage requirements.

All work permitted to be subcontracted is conditional upon the timeliness and satisfactory performance of the Subcontractor and coordination of the Contractor. The Village may order the Contractor to remove a Subcontractor who is not performing satisfactory work or who is not performing work in a timely manner. Upon the Village's written direction, the Contractor shall comply at once and shall not employ the Subcontractor for any further work under this contract.

SUSPENSION OF WORK

Should the Contractor, with the approval of the Village, stop work or should the weather conditions in the opinion of the Village be such that the work could not be properly and safely be performed, then the Village may suspend the work until such time as weather conditions shall permit proper construction. In case of stoppage of work, the Contractor shall at his own expense store and be responsible for material, street restoration and protection of the work and be responsible for all accidents as though the work was in progress. Should the work be delayed or suspended with the approval of the Village, the time of delay or suspension may be added to the time set for completion of the work.

LIQUIDATED DAMAGES

The entire work herein specified and contracted for, shall be completed in all its parts on or before the date of completion specified and as time and rate of progress are the essence of the Contract, said Village would suffer loss by failure on the part of the Contractor to have said work completed on said date. Since the parties interested might be unable to agree as to the amount of the loss which would be suffered by the Village, and as it might be impossible to accurately compute the amount of such loss, the Contractor shall pay the Village, not as a penalty, but as liquidated damages, \$500 for each and every day, after said date of completion during which time any part of the said work called for by these Specifications remains incomplete and unfinished.

WAIVERS OF LIEN REQUIRED

It is expressly understood that the Village reserves the right to direct that no payment be made to the Contractor should he have reason to believe that said Contractor has failed for any reason to make just payment to any employee, subcontractor or material supplier used or employed by the Contractor in the prosecution of the work, until the Engineer is satisfied that full and proper payment has been made. The Contractor shall secure and file with the Village progress and final waivers of lien for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.

SELECTION OF BIDDERS

The Village reserves the right to select a proposal in accordance with the work to be done, equipment and labor to be furnished, experience and pecuniary resources, and the lowest priced responsible bid. The Village reserves the right to waive any and or all technicalities, to reject any or all proposals, and to make an award in the best interest of the Village.

STATUS MEETINGS

The Village shall conduct status meetings as necessary to review the performance of the contractor based on the specifications provided. The Village shall provide a report of defective items to the contractor. Items indicated in the report shall be rectified within 48 hours of notification to the contractor.

PROSECUTION AND PROGRESS

The completion date for this work is July 31, 2016. Workdays for this Contract are Monday through Saturday between the hours of 7AM to 7PM. No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Sundays or legal holidays. Legal holidays for the Village include the following specified days:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Eve (Wednesday prior to Thanksgiving)
Thanksgiving Day
Christmas Eve
Christmas Day

If a legal holiday falls on Saturday, the preceding Friday shall be observed. If the holiday falls on a Sunday, the following Monday shall be observed. Existing conditions shall be available for review and documented prior to the start of any construction. Documentation will be the responsibility of the Contractor and performed in cooperation with the Village.

In the event, the Contractor works on Saturday, Sunday, or holiday, during which time the Inspector(s) are required to be present, the Village shall pay the cost for such overtime services and shall deduct such cost from payments due the Contractor. Overtime services shall be charged at the standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector's standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering service, the Contractor shall reimburse the Village in the amount necessary to cover such costs. The Project Manager shall approve necessary personnel and time for services.

The Contractor shall submit, for approval by the Village, a Progress Schedule, which complies with the requirements of these specifications, and Completion Dates. The Progress Schedule shall include an Estimate of Time and/or Performance Rate for each controlling pay item. Once a Progress Schedule is approved, there shall be no deviation without the written approval of the Village.

If the Contractor falls 10 or more working days behind the Approved Progress Schedule, they shall provide the Village with a revised Progress Schedule that complies with the requirements of the Contract for the Village's review.

CANCELLATION OF CONTRACT

The Village reserves the right to cancel this contract without cause at any point in the duration of the life of the contract. The Village shall provide written notification to the Contractor 10 calendar days prior to cancellation.

RETURN WITH BID

PROPOSAL FOR: Warehouse Floor Restoration and Repair Project, 165 N. ARCHER AV.

It is expressly understood and agreed that the Board of the Village of Mundelein reserves the right to reject any and all proposals.

IF AN INDIVIDUAL

Name of Bidder: _____ Signature: _____

Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

IF A PARTNERSHIP

Name of Firm: _____

By: _____
(Longhand Signature)

Business Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

NAMES AND ADDRESSES OF ALL FIRM MEMBERS

IF A CORPORATION

Corporate Name: _____

A corporation in the State of _____

Signed By: _____

Printed Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

NAMES OF OFFICERS: President _____

Secretary _____

Treasurer _____

Attest _____

PROPOSAL/SCHEDULE OF PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

ITEM	UNIT	QTY.	AMOUNT
Removal and disposal of existing floor tile and base material, installation of concrete and application of floor coating of the base bid area.	L.S.	1	
Additional removal and disposal of existing floor tile and base material, installation of concrete and application of floor coating.	S.F.		
Installation of underfloor plumbing and floor drain including floor patch and concrete sealer.	L.S.	1	
Repair of the existing sanitary line.	L.S.	1	
TOTAL			

PRIME CONTRACTOR CERTIFICATION

PROJECT: Warehouse Floor Restoration and Repair Project, 165 N. ARCHER AV.

The undersigned hereby certifies that said contractor complies with the following:

Name of Bidder

Title

Signature

Date

Note: A person who makes a false certification commits a Class 3 Felony.

- (1) Contractor is not barred from executing said contract as a result of a violation of **Illinois Compiled Statutes, 2006:** ARTICLE 33E. PUBLIC CONTRACTS, 720 ILCS 5/33E-1, 5/33E-3, 5/33E-4, 5/33E-7, 5/33E-8.
- (2) Contractor is in compliance with the **Illinois Compiled Statutes, 2006:** ACT 130 PREVAILING WAGE ACT, 820 ILCS 130/0/01, as it may pertain to this Contract.
- (3) Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue (unless the contractor is contesting its liability for such tax in accordance with the appropriate procedures), pursuant to **Illinois Compiled Statutes, 2006:** Division 42.1 PUBLIC CONTRACTS 65 ILCS 5/11-42.1-1 Delinquent Taxpayers.
- (4) Contractor is in compliance with the **Illinois Compiled Statutes, 2006:** ACT 470 EMPLOYMENT OF ILLINOIS WORKERS PUBLIC WORKS ACT, 30 ILCS 570, as it may pertain to this Contract.