

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

FINANCE COMMITTEE

MONDAY, MARCH 4, 2024
6:30 P.M.¹ – CITY COUNCIL CHAMBERS

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Finance Committee Meeting Minutes of December 4, 2023
3. Public Participation / Presentations
4. Items for Consent
 - A. Ordinance No. 24-O-0006 – Carryover Budget Amendment
 - B. Ordinance No. 24-O-0008 – Permit Fees
 - C. Resolution No. 24-R-0025 – Purchasing Manual
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Executive Session (if needed)
10. Adjournment

¹Rescheduled from 6:00 P.M.

CITY OF WEST CHICAGO – 475 Main Street
FINANCE COMMITTEE MINUTES
Regular Meeting
December 4, 2023

1. Call to Order, Roll Call and Establishment of a Quorum

Alderman Dimas called the meeting to order at 6:00 p.m. on December 4, 2023. Roll call found Daniel M. Beebe, Christine Dettmann, Sandy Dimas, Jayme Sheahan, Rebecca Stout and Chris Swiatek present. Alderman Joseph C. Morano was absent. Alderman Dimas announced a quorum.

Staff in attendance: City Administrator Michael Guttman, Finance Director Nikki Giles, Assistant City Administrator Tia Messino, Assistant Finance Director Diana Soltess and Public Works Director Mehul Patel.

2. Finance Committee Meeting Minutes of September 5, 2023.

Alderman Swiatek made a motion, seconded by Alderman Stout, to approve the minutes of September 5, 2023. All Aldermen voted Aye by voice vote. Motion carried.

3. Public Participation / Presentations

4. Items for Consent

- A. Ordinance No. 23-O-0041 – 2024 Proposed Budget
- B. Ordinance No. 23-O-0042 – Property Tax Levy
- C. Ordinance No. 23-O-0043 – Special Service Area #2 Levy
- D. Ordinance No. 23-O-0044 – Changes to Leave Benefits for Part-time Workers
- E. Ordinance No. 23-O-0045 – Opting Out of the Paid Leave for All Act
- F. Resolution No. 23-R-0093 – Adopting a Retirement Healthcare Funding Plan

Assistant City Administrator (ASA), Tia Messino, spoke on items D, E and F. ASA Messino stated that the Paid Leave for All Act will be effective January 1st and mandates that all Illinois employers provide up to 40 hours of paid leave with limited exceptions. She spoke on the two Ordinances being presented to address the Act, the first being 23-O-0044 which will update the Personnel Policy to allow part-time employees up to three paid floating holidays based on months worked and up to 40 hours of paid personal time annually, therefore aligning the personnel policy with both the act and the updated market. ASA Messino stated this will affect one position and noted full-time employees already have access to paid leave well above what is required by the Act. ASA Messino said the second Ordinance No. 23-O-0045 is the City using its home rule authority to exempt itself from the Act because some provisions could adversely affect our ability to provide services.

It was noted there was a correction to the Ordinance numbering.

ASA Messino stated that the City Council had previously agreed to establish a Voluntary Employee Beneficiary Association for Police officers, which is a tax-exempt trust for eligible medical bills which helps the retirees and reduces the taxes the City would have to pay at a later date.

Finance Director (FD) Nikki Giles spoke on item B, and stated that the 2023 Tax Levy request is \$4,702,152.13 which is a 4.9% increase over the 2022 tax levy. The tax rate is estimated at 0.4875, which is a decrease from this year's tax rate of .5094. The decrease is due largely to the staff at the Winfield Township Assessors Office estimating new construction for West Chicago over 34 million dollars.

FD Giles said the property tax levy for Special Service Area #2, which offsets the operating costs of the infrastructure and improvements to the area north of Hawthorne Ln. and east of Powis Rd., is recommended to be \$10,200.00.

City Administrator (CA) Michael Guttman explained to the Committee that an Alderman was going to pull the Special Service Area #2 Ordinance from the consent agenda, but noted that the property owners agreed to this about 25 years ago.

CA Guttman briefed the Committee on the 2024 Proposed Budget. He noted the only increase in tax and fee levels is from the property tax levy. He also noted that the water and sewer rate increase has been postponed until January 1, 2025. CA Guttman explained that on the expenditures there will be two new positions and one restored position added, those being two records clerks and one Community Service Officer which will target parking enforcement.

Alderman Stout and Alderman Swiatek thanked staff for their hard work.

Alderman Stout moved and Alderman Swiatek seconded a motion to approve the Consent Agenda. Voting Aye: Alderman Beebe, Dettmann, Dimas, Sheahan, Stout and Swiatek. Voting Nay: 0. Motion carried.

5. Items for Discussion.

6. Unfinished Business.

7. New Business.

8. Reports from Staff.

The City Administrator noted there will be no January Finance Committee Meeting.

9. Executive Session (if needed).

10. Adjournment.

At 6:11 p.m., Alderman Swiatek made a motion, seconded by Alderman Stout, to adjourn the meeting. All Aldermen voted Aye by voice vote.

Respectfully submitted,

Josie Avilez

CITY OF WEST CHICAGO

**FINANCE COMMITTEE
AGENDA ITEM SUMMARY**

ITEM TITLE:

Ordinance No. 24-O-0006 – Carryover Budget Amendment

AGENDA ITEM NUMBER: 4. A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: 3/4/2024

COUNCIL AGENDA DATE: 3/4/2024

STAFF REVIEW:

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

The Carryover Budget Amendment is to account for projects that the City Council approved but were not completed during the 2023 Fiscal Year (listed in the Exhibit), incurred and expected costs associated with 126 Wood Street, and to begin design of the new City Hall and adjacent public spaces now that the Space Needs Analysis is complete

STAFF RECOMMENDATION:

Staff recommends adoption of Ordinance No. 24-O-0006.

COMMITTEE RECOMMENDATION:

Finance Committee meets before the City Council meeting.

ORDINANCE NO. 24-O-0006

**AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR
THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS
FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2024
AND ENDING DECEMBER 31, 2024 PASSED AND
ADOPTED BY ORDINANCE NO. 23-O-0041**

WHEREAS, the City of West Chicago has heretofore adopted the annual budget procedure providing for in 65 ILCS 5/8-2-9.1 through 5/8-2-9.10; and,

WHEREAS, the City of West Chicago has passed Ordinance No. 23-O-0041 passing and adopting the “2024 Proposed Budget” (ANNUAL BUDGET); and,

WHEREAS, said Ordinance No. 23-O-0041 was filed with the County Clerk of DuPage County as required by law; and,

WHEREAS, the City of West Chicago desires to revise the ANNUAL BUDGET to account for projects that the City Council approved but were not completed during the 2023 Fiscal Year, incurred and expected costs associated with 126 Wood Street and to begin design of the new City Hall and adjacent public spaces now that the Space Needs Analysis is complete; and,

WHEREAS, 65 ILCS 5/8-2-9.6 provides in part that by a vote of two-thirds of the corporate authorities then holding office, the annual budget of a municipality may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves, provided no revision increasing the budget shall be made in the event funds are not available to effectuate the purpose of the revision.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled as follows:

SECTION 1. That the ANNUAL BUDGET of the City of West Chicago is hereby amended as detailed in “Exhibit A”.

SECTION 2. That the City Clerk is authorized and directed to file a certified copy of this Ordinance with the County Clerk of DuPage County.

SECTION 3. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 4. That this Ordinance shall be in full force and effect from and after its passage by two-thirds of the corporate authorities and approval and publication in pamphlet form as provided by law.

PASSED this 4th day of March 2024.

Alderman D. Beebe _____
Alderman J. Sheahan _____
Alderman A. Hallett _____
Alderman M. Birch-Ferguson _____
Alderman C. Swiatek _____
Alderman R. Stout _____
Ward 7 – Vacant _____

Alderman L. Chassee _____
Alderman H. Brown _____
Alderman C. Dettmann _____
Alderman S. Dimas _____
Alderman J. Smith, Jr. _____
Alderman J. Short _____
Alderman J. Morano _____

APPROVED as to form: _____
City Attorney

APPROVED this 4th day of March 2024.

Mayor Ruben Pineda

ATTEST:

Valeria Perez, Executive Office Manager

PUBLISHED: _____

**Ordinance No. 24-O-0006
Project Carryover Budget Amendment
Exhibit A**

		<u>original</u>	<u>amended</u>
ADA Transition Plan, Design for New City Hall and 126 Wood Street 01-02-07-4225	450,000	150,000	600,000
Cab/Chassis for two plow trucks; upfit for two PW F-series trucks; upfit for F600 04-34-49-4804	380,000	1,554,600	1,934,600
2022-23 SSES Project 05-34-43-4410	12,000	550,000	562,000
LS#5 Project 05-34-43-4806	238,000	1,689,700	1,927,700
Well #3 Rehab 06-34-47-4420	10,000	275,000	285,000
Booster #8 Projects 06-34-47-4806	4,000	3,209,000	3,213,000
LSLR Project 06-34-48-4210	54,000	20,000	74,000
UP Agreement For Harvester Road and Design for I138/Tech Blvd signal 08-34-53-4225	58,700	1,300,700	1,359,400
Street Light Materials 08-34-53-4612	13,500	60,000	73,500
Klein Road Culvert Replacement - Construction Engineering 08-34-53-4858	11,100	-	11,100
Construction Engineering for Tech Blvd Resurfacing Project 16-34-58-4807	43,800	5,241,000	5,284,800
General Fund	450,000	22,844,500	23,294,500
Capital Equipment Replacement Fund	380,000	1,554,600	1,934,600
Sewer Fund	250,000	8,933,200	9,183,200
Water Fund	68,000	10,384,200	10,452,200
Capital Projects Fund	83,300	8,651,200	8,734,500
Motor Fuel Tax Fund	43,800	5,416,000	5,459,800

CITY OF WEST CHICAGO

FINANCE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

AN ORDINANCE MODIFYING
SECTION 3.1 OF APPENDIX G,
OF THE CODE OF ORDINANCES
OF THE CITY OF WEST CHICAGO

ORDINANCE NO. 2024-O-0008

AGENDA ITEM NUMBER: 4. B.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** March 4, 2024
COUNCIL AGENDA DATE: March 4, 2024**STAFF REVIEW:** Tom Dabareiner, CD Director**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** _____**ITEM SUMMARY:**

The City of West Chicago Building Permit fee schedule was last updated in April 2018, and the inspectional services costs have increased since that time. The Building Permit Fee schedule was reviewed and compared to surrounding communities. An evaluation revealed that an increase to the basic permit fees was necessary to cover the increase in staffing and inspectional services costs and would remain competitive with neighboring cities.

In addition to the increased administrative costs, the employment of a Chief Building Official with the updating of the International Building Code requires additional steps to the building permit process that have affected the permitting fees.

Basic building permits (Fences, driveways, roofs, etc.) increased from \$55.00 dollars to \$80.00. Larger projects requiring multiple inspections will be charged the base permit fee plus \$50.00 for each required inspection.

For example, a basic shed permit for a plastic shed kit from Menards would cost: \$135.00. A shed permit for a hand-built shed on a concrete pad with electric would cost: \$135.00 plus \$50.00 for each required inspection (pre-pour, framing, rough electrical, final structural, and final electrical), or a total permit fee of \$385.00.

No changes are recommended for new single-family construction. Alterations, remodeling and repairs will have fees based on their value, as is currently done, plus \$50 per inspection. One new fee is for hot water tanks, which if installed incorrectly can pose a huge hazard—this fee would be \$80.00.

ACTIONS PROPOSED:

Consideration of the proposed adoption of the attached Building Permit Fee schedule.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 24-O-0008

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST CHICAGO – FEE SCHEDULE

BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, duly assembled in a regular meeting, as follows:

Section 1. That Section 3.1 of Appendix G of the Code of Ordinances of the City of West Chicago is hereby deleted in its entirety and replaced with the language contained in Exhibit A attached hereto.

Section 2. Conflict with other ordinances and resolutions. All ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. This Ordinance shall be in effect from and after its passage and approval, and required recording in the manner provided by law.

PASSED this 4th day of March 2024

Alderman D. Beebe	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman C. Dettmann	_____
Alderman M. Birch-Ferguson	_____	Alderman S. Dimas	_____
Alderman C. Swiatek	_____	Alderman J. Smith, Jr.	_____
Alderman R. Stout	_____	Alderman J. Short	_____
Ward 7 – Vacant	_____	Alderman J. Morano	_____

APPROVED as to form: _____
City Attorney

APPROVED this 4th day of March 2024.

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager

PUBLISHED: _____

Sec. 3.1 Building Permit Fees.

In addition to the fixed fees provided for, the applicant shall also pay the city for its actual costs of consultant's fees including, but not limited to, plan review and inspections in connection with said application.

Miscellaneous permit fees*

Accessory building — up to 200 square feet \$80.00 + \$50.00 for each required inspection

Accessory building — 200+ square feet \$135.00 + plus \$50.00 for each required inspection

Ansl fire protection system — commercial \$265.00

Construction without a permit — resident permit fee x 1.5

Construction without a permit — contractor permit fee x 3

Construction/temporary trailer \$80.00

Covered porch \$135.00 + plus \$50 for each required inspection

Deck/porch (no roof/mechanical) \$230.00

Demolish building — up to 768 square feet \$80.00

Demolish building — 768+ square feet plus \$210.00

Demolish commercial building \$315.00

Driveway — 1 and 2 family dwelling only — private and parkway \$80.00

Driveway/parking area — all others (per square foot; minimum \$80.00) — private and parkway \$0.05

Driveway — resurfacing existing (per square foot; minimum \$80.00) — private and parkway \$0.02

Each inspection after required and follow-up inspection \$100.00

Elevator or chairlift \$210.00

Fence \$80.00

Fireplace/wood stove \$135.00

Fire sprinklers — up to 100 heads, per head (minimum \$125.00) \$7.00

Fire sprinklers --100+ heads, \$630.00 plus \$1.60 per head over 100

Natural landscaping permit \$80.00

Patio \$80.00

Range hood — commercial \$265.00

Roof — 1 and 2 family dwelling and accessory building \$80.00

Siding \$80.00

Spa/hot tub \$135.00

Spray booth/dip tank \$265.00

Sump pump/downspout relocation \$80.00

Swimming pool — above ground \$135.00

Swimming pool — below ground \$315.00
Tanks, storage — above or below ground \$135.00
Tents/temporary structures \$80.00
Utility connection \$105.00
Utility disconnection \$80.00

New construction

Single-family dwelling

Minimum building permit fee for a single-family dwelling \$600.00
Minimum building permit fee for a single-family building addition \$300.00
All levels, including basement and garage (per square foot) \$0.40
Other than a single-family dwelling
Up to 25,000 square feet per square foot \$0.50
25,000+ — 75,000 square feet per square foot \$0.40
75,000+ square feet per square foot \$0.25

Alterations, Remodeling and Repairs. Building permit fees for alterations, remodeling, repairs, roofs (for other than one (1) and two (2) family dwellings and accessory buildings) and for other items not clearly identified in the permit fee schedule shall be determined by the dollar estimate of the activity being performed (including labor and materials). These permit fees shall be based on the following schedule:

Single-family dwelling only (based on valuation)

Up to \$5,000.00 -- \$80.00 plus \$50.00 for each required inspection
\$5,000.01 and up --\$80.00 plus \$6.50 per \$1,000.00 over \$5,000.00 and \$50.00 per required inspection

Other than a single-family dwelling only (based on valuation)

Up to \$1,000.00 \$80.00
\$1,000.01 — \$5,000.00 \$160.00
\$5,000.01 - \$10,000.00 \$315.000
\$10,000.01+ \$315.00 + \$16.00 per \$1,000.00 over \$10,000.00

Electrical fees

Basic plan review \$80.00
Circuits (minimum \$75.00) \$1.30 per circuit space
Service, single-family — new/upgrade \$135.00
Service, commercial — each 100 amp or fraction thereof \$80.00

Plumbing fees

Basic plan review — up to three fixtures \$55.00
Basic plan review — four plus fixtures \$90.00

Fixture, per fixture opening (minimum \$75.00) \$8.50

Lawn, sprinkler \$105.00

Meter installation inspection \$80.00

Sewer repair \$135.00

Hot water tank \$80.00 (Plumbing final inspection required)

Sign permit fees

Sign — permanent, freestanding illuminated \$130.00

Sign — permanent, freestanding non-illuminated \$105.00

Sign — permanent, wall illuminated \$100.00

Sign — permanent, wall non-illuminated \$80.00

Sign — temporary, 14-day period \$105.00

Sign — change of copy only \$30.00

(Ord. No. 22-O-0023 , § 1, 8-1-2022)

**CITY OF WEST CHICAGO
MEMORANDUM**

TO: Michael Guttman, City Administrator
FROM: Brady Fisher, Management Fellow
SUBJ: Purchasing Manual Update
DATE: March 4, 2024

The City's Purchasing Manual must go through periodic updates to reflect new laws, best practices, and changes in an organization. In addition to general updates which encompass process updates and current Federal and State regulations, the substantive changes include the following:

Vendor Information Reporting (Page 4) and Exhibit 2 (Page 28)

Adds language to ensure that City personnel comply with updated requirements for vendor information due to changes to the Illinois Property Tax Code in 35 ILCS 200/18-50.2. The change requires all taxing bodies to make a good faith effort to collect information about ownership (women, minority, or veteran) from all vendors and subcontractors with which they do business.

Updated Spending Limits for the City Administrator, Department Heads, and Designees (Page 5)

Purchase levels for key City staff were updated to reflect current economic conditions and norms in neighboring municipalities. All purchases above \$50,000 will be authorized by City Council. The City Administrator may authorize purchases up to \$50,000. Department Heads may authorize purchases of up to \$15,000, and their Designees may authorize up to \$1,500.

Added Blanket Purchase Orders (Page 7)

The addition of blanket purchase orders will allow additional flexibility when quantities, delivery schedules and account distributions are unknown at time of purchase or there is favorable pricing with volume commitments. This can be used for purchases from a singular vendor which requires frequent invoices in a limited time period (typically a year), set up with a "not to exceed" dollar amount.

Amazon Business Policy (Page 8)

This policy gives the Finance Director authorization to manage the purchasing limits for the City's Amazon Business account to ensure appropriate usage of the account.

City Credit Card Policy (Page 8) and Exhibit 13 (Page 39-42)

Reference to the City Credit Card Policy was added to ensure integration of City policies.

Updated Bid Language (Pages 10 through 21)

City policies on bid contracts and services were updated to reflect updated practices (such as the online bid portal) and current Statutes.

Cyber Security Agreement (Page 18) and Exhibit 15 (Page 49)

Third party cyber security breaches put City data and technology at risk. Contractors and vendors who work with the City are now required to provide notification if there is a breach. This helps the City protect our systems and meet state of Illinois requirements.

Contractual Risk Transfer (Page 26) and Addendum 1 (Page 57)

A Contractual Risk Transfer Policy is essential in completing contracted work in the City and protecting the City from Liability. Such a policy is in development by City Staff, but more time is needed. As a result, it will be added to the Purchasing Manual as an Addendum upon completion.

Remaining Work

Between the Finance Committee meeting and the City Council Meeting at which this document is up for approval, the following items will be worked on with respect to the Purchasing Manual:

- (1) Incorporating any changes that the Finance Committee recommends;
- (2) General formatting updates such as page numbers and table of contents; and
- (3) An Ordinance will be drafted to change provisions that are also in the City Code, such as the City Administrator's spending authority and the bidding threshold.

RESOLUTION NO. 24-R-0025

RESOLUTION ADOPTING THE WEST CHICAGO PURCHASING MANUAL UPDATE

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the West Chicago Purchasing Manual Update be approved in substantially the form attached hereto (including non-substantive changes to the Exhibits and Addenda) and incorporated as Exhibit "A".

Approved this _____ day of _____ 2024.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez

PUBLISHED: _____

Purchasing Policy & Manual Update

Section 1 General Provisions

1. Purpose

The purpose of this Policy is to provide staff at the City of West Chicago with policies and procedures for the procurement of materials, supplies, construction, and services. These policies, when paired with common sense and good judgment, will allow the City's staff to acquire the necessary goods and services effectively and efficiently. This Policy shall be revised when necessary to stay in compliance with laws and regulations and to reflect the practices of the City.

The City will make every effort to purchase services, commodities or materials from vendors located in West Chicago if these vendors are competitive in quality and represent less than a 3% price increase over the alternative.

The City Administrator is the final authority with regards to enforcement of any of the provisions of this Policy. Failure to follow the procedures may lead to disciplinary action.

The term "City" whenever used in this document shall be construed to mean the City of West Chicago, DuPage County, Illinois.

2. Policy Goals

The purchasing guidelines set forth herein are intended to:

- a. Obtain goods and services in a way that aligns with economic conditions, aiming to benefit local taxpayers and residents.
- b. Acquire necessary supplies, equipment, and services for the City at the most cost-effective price without compromising the quality required for efficient and effective operations.
- c. Provide timely and convenient service to residents through the efficient procurement of goods and services.
- d. Foster positive relationships and open communication between the City, vendors, and internal departments regarding purchasing activities, with the aim of promoting goodwill and effective collaboration.
- e. Ensure strong fiscal controls and reporting in City operations.

3. Code of Ethics

- a. All City staff with purchasing authority shall follow the City's Ethics Ordinance, which is located in the City's Code. The City Code may be accessed through the City's website or at the following link:

https://library.municode.com/il/west_chicago/codes/code_of_ordinances

4. Conflicts of Interest

Any employee possessing purchasing authority must promptly inform their Department Head about any actual or potential conflict of interest situations involving a potential vendor, irrespective of their direct or indirect involvement in the purchasing process. It is the responsibility of Department Heads to notify the City Administrator about these circumstances, which include, but are not limited to, the following:

- a. It shall be a violation of this Policy for any employee to participate directly or indirectly in procurement where the employee has an ownership, employment, prospective employment, or family interest pertaining to the procurement.
- b. Upon discovery of an actual or potential conflict of interest, a public official shall promptly disclose the conflict and shall withdraw from participation in the decision making process.
- c. Contractors who develop or draft specifications, requirements, statement of work (scope of services) or Request for Proposals are excluded from competing for such procurements. keep?

5. Gratuities

City employees should be aware that offers of gratitude from vendors could be designed to compromise the objective judgment in product or service selection. Accordingly, it is the City's Policy to observe the highest standard of ethics and to shield the employee, the City and the vendor from the suggestion or appearance of conflict of interest.

No employee shall permit any influence by vendors, which could conflict with the best interest of the City or prejudice the City's reputation. No public funds paid to vendors will personally benefit any person employed by the City.

- a. City employees will not accept or agree to accept any tangible gifts or gratuities where their value suggests something more than merely a social gesture. Such gifts should be returned with a statement of the City's Ethics Policy. Promotional or advertising items of nominal value such as key chains, pens, coffee mugs, calendars and holiday candy are acceptable, so long as they are below \$100.00 annually per State Statute. Promotional gifts that are capable of being shared, such as a box of chocolates, shall be shared within the office or building where the recipient works.
- b. Association with vendor representatives at business meals or business organization meetings is occasionally necessary and is neither questionable nor unethical, provided the individual keeps himself/herself free of obligation.
- c. Personal loans of money or equipment are not to be accepted from a vendor or an individual associated with a vendor doing business with the City.
- d. Solicitation of vendors for merchandise or certificates to serve as door prizes or favors is normally prohibited. However, the City Administrator may approve exceptions.
- e. Corporate discounts granted to City employees are acceptable only if they are offered to all City employees and other corporate clients of the vendor. If in any doubt about the propriety of accepting a gift, the matter should be referred to the Department Head who will, if necessary, discuss the matter with the City Administrator.

6. Kickbacks

City employees shall not solicit, accept, or agree to accept anything of value or personal advantage pursuant to an understanding that the employee will improperly influence the outcome of the award of any contract or purchase.

7. Use of Confidential Information

City employees will not use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

8. Remedies against Employees

A breach of the Code of Ethics or a violation of clauses 4 – 7 of this Section could result in any one or more of the following:

- a. Oral or written reprimands;
- b. Suspension with or without pay for specified periods of time; and/or
- c. Termination of employment.

9. Remedies against Nonemployees

A breach of the Code of Ethics or a violation of clauses 4 – 7 of this Section by a nonemployee related to the procurement transaction could result in any one or more of the following steps taken by the City:

- a. Oral or written reprimands;
- b. Termination of transactions; and
- c. Debarment or suspension from being a vendor, service provider, contractor or subcontractor under City contracts and agreements.

10. Recovery of Value Transferred or Received In Violation of the Code of Ethics

a. The value of anything transferred or received in violation of this Policy by an employee or nonemployee may be recovered from both the employee and nonemployee.

b. Recovery of Kickbacks By the City

Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of the subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovering from one offending party shall not preclude recovery from other offending parties.

11. Freedom of Information Act

The Freedom of Information Act (5 ILCS 140/) is the public policy of the State of Illinois which states that all persons are entitled to full and complete information regarding the affairs of government and the official acts and policies of those who represent them as public officials and public employees consistent with the terms of this Act. Access by all persons to public records promotes the transparency and accountability of public bodies at all levels of government. It is a

fundamental obligation of government to operate openly and provide public records as expeditiously and efficiently as possible in compliance with this Act.

12. Local Government Prompt Payment Act

The Local Government Prompt Payment Act (50 ILCS 505/) is the public policy of the State of Illinois that is applicable to all municipalities where an invoice must be approved or disapproved within 30 days after the receipt of the invoice or within 30 days after the date on which the goods or services were received, whichever is later. If one or more items on a construction related bill or invoice are disapproved, but not the entire bill or invoice, then the portion that is approved shall be paid. Notice shall be sent to the supplier/contractor immediately if a bill is disputed or disapproved.

13. Vendor Information Reporting

All entities doing business with the City of West Chicago must fill out the Vendor Information Survey (Exhibit 2). Pursuant to recent changes made to the Illinois Property Tax Code, taxing bodies in Illinois now have an obligation to make a good faith effort to collect data from all vendors and subcontractors doing business with the City.

The information collected from this survey will be published electronically as required by 35 ILCS 200/18-50.2. Completing this survey will help the City remain compliant with Illinois Law.

14. Environmentally Friendly Purchasing Practices

- a. The City is committed to environmentally friendly purchasing practices in obtaining goods and services. The City shall consider environmentally-preferable products when appropriate.
- b. Nothing in this policy requires the procurement of products that do not adequately perform their intended use, requires procurement that excludes adequate competition, or requires the procurement of products that are unavailable at a reasonable price or at a reasonable time.
- c. An "environmentally-preferable product" means a product that meets any of the following criteria: (1) is durable, repairable, reusable, or recyclable; (2) has a minimum of packaging, toxic content, or chemical-hazard potential; (3) is resource or energy efficient in any or all phases of its manufacture, use, or disposal; or (4) its use or disposal minimizes or eliminates the City's potential environmental liability.

15. Preference for Local Vendors (No. 12-R-0009)

It is the policy of the City of West Chicago to award contracts, bids, and purchases to local vendors and suppliers in procurement transactions whenever practical and in the best interest of the City. It is further policy of the City of West Chicago to award services to local contractors for maintenance and construction, whenever practical and in the best interest of the City. For any qualifying transaction in excess of \$2,000 for which written quotes or sealed bids are first obtained, the amount of preference shall be a maximum of three (3%) percent.

Due to State law, the Local Vendor Preference Policy cannot apply to professional services contracts or to public works construction projects. Due to federal restrictions, federally funded programs must also be exempt. Exemptions should also be made for vehicles, emergencies, sole source purchases, and in cases in which a local vendor is not qualified as determined by the City Administrator or their designee.

Section 2 Purchasing Policy Authorizations

1. Purchases Up to \$1,500
Purchases within this category may be authorized by the Department Head who may delegate this authority to subordinates at their discretion. Department Heads still bear ultimate responsibility for purchases made by their subordinates.
2. Purchases in Excess of \$1,500 but less than \$15,000
Purchases in this category shall be authorized by the Department Head.
3. Purchases in Excess of \$15,000 but less than \$50,000
Purchases in this category must be authorized by the City Administrator.
4. Purchases in Excess of \$50,000
Purchases in this category exceeding \$50,000 must be approved by the City Council, unless otherwise defined in this Policy.
5. Formal Bidding Threshold
Except as otherwise provided by specific direction of the City Council (2/3 vote), all purchase orders or contracts of whatever nature, for labor, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies, involving amounts in excess of the expense limitation set by State Statute (65 Illinois Compiled Statutes 5/8-9-1), as amended from time to time, shall be let, by free and open competitive bidding after advertisement, to the lowest responsible bidder, or in the sale of surplus, the highest responsible bidder; or any other bidder to whom the award would be determined by the City Council to be in the best interest of the City. This excludes professional services such as engineering and architectural services which can be procured through the Request for Qualifications (RFQ) process.

Section 3 The Purchasing Process

All purchases to be paid from City funds are to be routed through the Finance Department. All purchases are to be made within the parameters of the approved working budget, from funds in excess of all unpaid obligations within appropriate line items.

1. Purchase Requisitions

All purchases over \$1500 will require a purchase requisition form from the requesting Department. The requesting Department shall enter the purchase information into the City's financial software. A purchase requisition should include:

- a. date;
- b. department;
- c. item number;
- d. description;
- e. account number;
- f. cost, including discounts; and
- g. freight charges or "plus freight".

Invoice or other supporting documentation must be signed by the Department Head or designee and forwarded to the Finance Director.

2. Purchase Orders

After a purchase requisition is approved, the Finance Department will prepare a purchase order. The purchase order is prepared in two copies and distributed as follows:

- a. Beige Copy: Route to Accounts Payable
- b. Blue Copy: Route to the requesting Department

Purchase orders under \$15,000 will be approved and signed by the Finance Director (or designee in Finance Director's absence). Purchase orders over \$15,000 will be approved and signed by the City Administrator (or designee in their absence).

All financial obligations incurred by the issuance of a purchase order or formal contract for all City accounts shall be maintained by the Finance Director for proper recording in the City's accounting system.

A master list of all issued purchase orders shall be maintained by the Finance Department showing:

- a. Purchase order number;
- b. Date of order;
- c. Vendor; and
- d. Account number.

Purchase orders shall be issued in numerical sequence with the Finance Director or their designee being responsible for missing or unused purchase order numbers.

Upon receipt of purchased goods, the recipient shall sign and date the receiving/packing list and blue copy of the purchase order as verification that merchandise was received in good order. The packing list/blue copy shall be forwarded to Accounts Payable in the Finance Department.

All invoices should be remitted directly to Accounts Payable. When received, the invoice shall be date stamped, matched, and attached to both the receiving ticket and purchase order.

A Standard PO is one that is used for a one time purchase of one or many items or services. It is used when the cost, quantities, delivery schedules and accounting distributions are known at the time of purchase. Typically, the term of this type of PO is one fiscal year. The department's funds are encumbered when the PO is created. The advantage of encumbering funds is to have better control of expenses and to know what funds are remaining for future purchases.

A Blanket PO is used when quantities, delivery schedules and account distributions are unknown at time of purchase or there is favorable pricing with volume commitments. The Blanket PO is setup, subject to Finance Director vendor approval, for a "not to exceed" dollar value. The department's funds are encumbered when the Blanket PO is created. It is used in the purchase of repetitive items from the same vendor which require frequent invoices during a limited time period; typically one year.

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Section 4 Informal Purchasing Policies

1. Petty Cash

Petty cash funds have been established to expedite miscellaneous small purchases. The fund can be used by all departments for facilitating transactions of business. Using petty cash for purposes of paying someone "cash" for services is prohibited. This fund cannot be used for the purpose of avoiding or circumventing the purchasing procedures of the City. The petty cash fund shall be limited to:

- a. The purchase of items which are not ordinarily on hand at City Hall.
- b. Miscellaneous travel, training, or postage expenses.
- c. Purchases of less than \$75 when it is inconvenient to obtain a purchase order.

Employees wishing to utilize the petty cash fund must purchase items with credit card, debit card, or cash and then be reimbursed by the City. These purchases require submission of the original receipt from the purchase attached to the proper form (Exhibit 1) and Department Head approval. Reimbursement requests for purchases not accompanied by the original receipt will not be approved.

2. City Accounts

The Finance Director may approve City purchasing accounts for vendors that are frequently used for minor purchases. Additions and deletions from the vendor list may be made at the discretion of the Finance Director. The City shall maintain open accounts with several area vendors. Purchases of up to \$300 dollars may be charged to the City by employees authorized by their Department Head. No prior approval from the Finance Director is required for these purchases. Thus, a purchase requisition is not required to be completed. No purchase shall be split into two or more charges for the purpose of avoiding the spending limit. A signed, dated, and coded receipt, along with an explanation of the purpose of the purchase shall be provided to the Finance Department.

3. Amazon Business

Authorized employees may receive access to the City's Amazon Business account. This account may be used to make bulk purchases of necessary supplies. Purchases are not to exceed the dollar amount limits, which will be set by the Finance Director through the Amazon account. No purchase shall be split into two or more charges for the purpose of avoiding the spending limit. Access to the Amazon Business account does not preclude buyers from doing due diligence about other purchasing options such as local or other potentially more convenient vendors. Buyers should show a good faith effort to compare Amazon prices with other vendors through the periodic solicitation of quotes. Clear evidence of abuse of the Amazon Business account may result in reprimand and/or revocation of account access.

4. City Credit Cards

The City offers credit cards to designated employees to provide a flexible, efficient and alternative means of payment for approved expenses. All credit card purchases are subject to the City's Credit Card Policy (Exhibit 13), as amended from time to time.

5. Fuel Purchase Cards

The City offers fuel purchase cards to designated employees to provide a flexible, efficient and alternative means of payment for fuel of City vehicles. Employees should always make a good faith effort to seek the best value for fuel that they can. This Policy is not intended to cause employees to ignore the fuel types recommended by Fleet.

6. Quotations

a. Purchases in excess of \$500 but less than \$1,500

Although multiple quotes are not required every time a purchase is authorized within this threshold, periodic price comparisons must be made from time to time to ensure that the price being paid is the best price available and that the quality is the best that is required.

b. Purchases in excess of \$1,500 but less than \$15,000

Requesting Department must seek at least three (3) quotes from vendors. If three (3) or more quotes cannot be obtained, Department Heads shall document the attempts made to receive quotes for those goods or services.

c. Purchases in excess of \$15,000 but less than the Formal Bidding Threshold

For purchases less than the formal bidding threshold established by State Statute, effort shall be taken to secure at least three written quotations. If three or more quotes cannot be obtained, Department Heads shall document the attempts made to receive quotes for those goods or services. The requesting Department shall secure the quotations themselves and the Department Head will present a recommendation to the City Administrator.

In the event that a Department Head feels that a purchase under this category should be made from one particular vendor rather than through written quotations, they should submit a recommendation memorandum to the City Administrator stating the reasons for limiting purchase to the certain vendor preference. The City Administrator will have discretion to determine if a particular vendor should be used in these cases.

7. Bid Exception for Information Technology Authorized by City Council

Based upon experience with higher prices via the bidding process and after receiving direction from the City Council in Resolution No. 23-R-0064, Information Technology (IT) equipment purchases and maintenance contracts do not have to be bid, so long as multiple written quotes are obtained to show that the price is reasonable or else it is a justified sole source purchase.

Section 5
Formal Purchases

1. Competitive Sealed Bids (65 ILCS 5/8-9-1)

- a. All public improvements which are not paid for in whole or in part by special assessment or taxation, when the estimated cost thereof shall exceed the competitive bidding threshold set by State Statute, shall be purchased from the lowest responsible bidder, after due notice inviting bids, unless competitive bidding is waived by a vote of 2/3 of the City Council members.
- b. An invitation for bids shall be issued for infrastructure contracts and shall include specifications and all contractual terms and conditions applicable to the procurement.
- c. Adequate public notice of an invitation of bids shall be given at a reasonable time, not less than 14 calendar days prior to the date set forth therein for the opening of bids. Staff shall strive to ensure that the posting of notices inviting bids is done in a manner to solicit the highest number of bids, whether that is in newspapers of general circulation, professional publication advertisement, City of West Chicago website and/or web sites designated and maintained for such notification. Said notice shall state the place, date and time of the bid opening as well as the following information:
 - i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 requires that for certain public works projects, prevailing wage be paid (Exhibit The Act also contains some administrative and record keeping requirements that the City and its contractors are required to follow. Reference can be made to the Illinois Department of Labor (IDOL) website: <http://www2.illinois.gov/idol>)
 - ii. All contractors shall certify that said contractor is not in violation of, nor has ever been convicted of, a violation of the Illinois Public Construction Act.
- d. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation of bids.
- e. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria will affect the bid price, and be considered in the evaluation for award, shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used, including past performance with the City and reference checks.
- f. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination by the Department Head and submitted to the City Administrator. Mistakes discovered before bid opening may be withdrawn by written or electronic notice received in the office designated in the invitation for bids prior to the time set for bid opening. Any modification prior to the bid opening must be submitted in a sealed envelope prior to the scheduled bid opening.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake may be permitted to withdraw its bid if:

- i. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
 - ii. The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.
- g. The City Administrator shall have the authority to award contracts that are less than \$50,000. The City Council shall have the authority to award contracts that are greater than or equal to \$50,000. Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interest of the City to accept. In awarding the contract, in addition to price, the City shall consider:
- i. The ability, capacity and skill of the bidder to perform the contract to provide the service required.
 - ii. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
 - iii. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - iv. The quality of the performance of previous contracts or services.
 - v. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - vi. The sufficiency of the financial resources and ability of the bidder to perform the contract or service.
 - vii. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - viii. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
 - ix. The number and scope of conditions attached to the bid. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the invitation of bids.
- h. The City shall have the authority to require a performance bond, before entering into a contract, in such amounts as it shall find reasonably necessary to protect the best interests of the City.

2. Bid Requirements

The City Staff member responsible for issuing an invitation for bids shall ensure that the following elements are included as necessary for the project. Supporting documents relating to bid preparation may be found in Exhibits 3, 4, 6, 7, and 11.

a. Preparation of Proposal

The bidder shall prepare and submit bid proposal on the bid proposal form enclosed with these bid documents furnished by the Department Head. Detaching any portion of this document could result in invalidation of the bid.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type. All signatures must be ink or e-signature. All corrections must be initialed in ink by the person signing the original proposal.

If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Department Head shall be submitted.

If several alternate bids are requested at one time and a vendor cannot bid on all alternate bids, vendor should mark all alternates on which they are not bidding with the words "NO BID". Care shall be exercised that all amounts on the bid proposal are correct. In case of differences between unit price and extensions, the unit price shall be deemed correct. If a vendor does not bid on an alternate bid that the City chooses to move ahead with, they may be considered an incomplete bidder for the whole project.

b. Examination of Contract Documents and Existing Conditions

Before submitting a proposal, the bidders shall examine carefully all of the contract documents including the specifications, and by the submission of the bid, the bidder will be understood to have read and fully informed himself as to the contents of all the bidding documents. Once the award has been made, failure to have read all the conditions, instructions, and specifications of this contract shall not be cause to alter the original contract or to request additional compensation. Example contract located in Exhibit 16.

c. Interpretation of Contract Documents

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents may obtain information from the Department Head to address those doubts. Information furnished by the Department Head shall be made in writing and furnished to all contractors who have requested plans and specifications by filing a written request with the Department Head. The information shall also be placed on file and be made available to the public. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Department Head.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the City, a copy of such addendum will be sent to all bidders known to the City. All addenda shall take precedence over the affected document segment(s). The City will not assume the responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission. Oral explanations will not be binding. Failure to acknowledge addendum is considered an incomplete bid.

d. Bid Deposit

When required on the cover sheet, for contracts which are publicly bid, bids shall be accompanied by a bid deposit in the amount of 5% of the bid. The deposit must be in the form of a bid bond, certified check, or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of West Chicago. All bids not accompanied by a bid deposit, when required, will be rejected.

All bid deposits except the three lowest responsive and responsible bidders on each contract will be returned within fourteen calendar days after the opening of the bid. The bid deposit of the accepted bidder will be returned after acceptance by the City of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required. The remaining bid deposit of each bidder will be returned within fourteen days after the City Council has awarded the contract.

e. Performance Bond

For all publicly bid projects, the successful bidder shall furnish a performance bond, acceptable to the City within fourteen calendar days after a written notification of contract award. The City will require a performance bond equal to 100% of the bid for public works projects. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid bond may be retained by the City as liquidated damages and not as a penalty.

f. Investigation Prior to Bid Award

The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

g. Performance References

All bidders shall supply three names, addresses, telephone numbers, and emails of persons to contact as performance references of current accounts for _____, if so required by City Staff member issuing the invitation for bids.

Company Name	
Address	
City and State	
Telephone Number	
Email	
Person to Contact	
Title/Position	

Company Name	
Address	
City and State	
Telephone Number	
Email	
Person to Contact	
Title/Position	

Company Name	
Address	
City and State	
Telephone Number	
Email	
Person to Contact	
Title/Position	

h. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances, and regulations of the Federal, State, and Local governments, which may in any manner affect the preparation of bid proposals or the performance of the contract. The bidder shall defend actions or claims brought and hold harmless the City, its officers, officials, agents, employees, and volunteers from loss or damage, including, but not limited to Attorney's fees and other costs of defense by reason of actual or alleged violations of Federal, State, or local law in the design or manufacturing or equipment and/or materials, and of any product liability claims. The City is not required to confirm compliance with laws, it is the sole responsibility of the bidder.

i. Compliance with OSHA Standards

Equipment supplied to the City must comply with all requirements and standards as specified by the Occupational Safety and Health Act (OSHA).

All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting all OSHA specifications will be refused.

j. Non-Discrimination

Bidder/Supplier and all sub-contractors shall, as a party to a public contract:

- i. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- ii. By submission of this proposal, the bidder/supplier certifies that they are an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of State of Illinois, is a material part of any contract awarded on the basis of this proposal.

It is unlawful to discriminate on the basis of race, color, national origin, ancestry, religion, age, marital status, sex, sexual orientation, gender identity, physical or mental handicap or unfavorable discharge of military service. Bidder/supplier shall comply with standards set forth in the Title VII of the Civil Rights Act of 1964, 42, U.S.C. 2000 et seq., the Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and the Americans with Disabilities Act.

k. Prevailing Wages

The City of West Chicago requires all construction contractors bidding on Public Works projects and all of their sub-contractors to be governed by the Illinois Prevailing Wage Act (Exhibit 5). Prevailing wage rate updates are as approved by DuPage County.

"Construction" means all work on public works involving laborers, workers or mechanics. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

l. Venue

The bidder agrees that for purpose of any lawsuit(s) between the bidder and the City concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois will govern the cause of action.

m. Permits and Licenses

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract, and/or required by Federal, State, and local regulations and laws.

All electrical and plumbing contractors shall be licensed by the State of Illinois.

n. Inspections

The City shall have the right to inspect any material, component equipment, supplies, service, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any item rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful bidder.

o. Guarantees and Warranties

All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Department Head before final voucher on the contract is issued. The contractor shall guarantee from defects all work for at least one year from the date of the final payment.

p. Delivery

All materials shipped to the City of West Chicago must be Free On Board West Chicago with delivery to any required point within the City, unless otherwise stated in call for bids. Bids shall include all shipping and delivery charges. If delivery is made by truck, arrangements must be made in advance by the bidder in order that the City may arrange for receipt of the material. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between _____ and _____ on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays unless otherwise approved by the Department Head. Any variation from this should be clearly stated in bidder's proposal.

q. Delivery or Completion Date

All bids shall state the approximate delivery or completion date. The time required for delivery may be one of the most important considerations in determining the award. This may sometimes require an accurate delivery date and may include a cancellation or penalty for late delivery.

- r. Special Handling
Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the City and provide Safety Data Sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act (820 ILCS 255/). Failure or delay in providing data sheets may result in disqualification of bid offer.
- s. Training, Demonstrations, and Shop Drawings
Training will be required by the bidders to the City of West Chicago employees if deemed necessary by the City. Bidders are required, if requested, to present a demonstration of the item being bid if the City feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no additional charge" to the City and must be at a site convenient and agreeable to the affected City personnel.
- t. Patents
Bidders agree to indemnify, defend, and save harmless the City of West Chicago and its officers, officials, agents, and employees from and against all demands, claims, suits, cost, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.
- u. Comprehensive Documentation
Each bidder shall submit when necessary, or when requested by the Department Heads: catalogs, descriptive literature and drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the specifications necessary to fully illustrate and describe the material or work proposed to be furnished. When equipment requires installation, contractor shall submit detailed shop drawings to the Department Heads for the City's approval. Drawings shall show the characteristics of equipment and installation details. Requested information shall be provided in a file type that is approved by the Department Head.
- v. Registration with City
i. It is unlawful to engage in business as a contractor within the city without first having registered as hereinafter provided.
ii. For every required construction permit issued, the primary contractor as shown on the permit application, shall be registered with the city.
iii. *Exceptions:*
Any plumbing contractor, roofing contractor or other contractor licensed and/or otherwise regulated by the State of Illinois. However, a current copy of the respective license must be on file with the community development department, prior to the issuance of a permit. This exception will remain so long as the work being performed is performed under said license and is covered by the bond and licensing requirements of the State of Illinois.
- w. Samples
Samples, if required, must be furnished free of expense to the City on, or before date specified. If not destroyed in examination, they will be returned to bidder, if requested, at bidder's expense. Each sample must be marked with bidders name, address, subject of proposal, date and time of bid opening. DO NOT ENCLOSE IN, OR ATTACH BID TO SAMPLE.

- x. Prices
Unit prices should be shown for each unit on which there is a bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination, unless otherwise stated in the bid proposal.
- y. Default
In case of default by the contractor, the City will procure articles or services from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.
- z. Taxes
The City is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the City of West Chicago.
A copy of the City's tax-exempt letter will be provided to the successful bidders when requested. All other applicable taxes must be included in bid amount.
- aa. Indemnity Hold Harmless
To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, cost and expenses, which may in anywise accrue against the City, its officers, officials, agents, employees, and volunteers, arising in whole or in part or in consequence of the performance of this work by the contractor, its employees, or sub-contractors, or which may in any wise result therefore except that arising out of the sole legal cause of the City, its officers, officials, agents, employees, and volunteers.

The contractor shall at its own expense, appear, defend and pay all the charges of attorneys and all costs and other expensed arising therefor or incurred in connection therewith, and, if any judgement shall be rendered against the City, its officers, officials, agents, employees, and volunteers, in any such action, the contractor shall, at its own expense, satisfy and discharge the same.
- bb. Public Contracts (720 ILCS 5/33 E-1 et seq)
In all cases of a public bid letting, the provisions of 720 ILCS 5/33 regarding bid-rigging and collusive activities shall be strictly followed.
 - i. A certification form shall be included in all bid invitation packages. An example of this form appears in the Exhibits marked as Exhibit 8. This form shall immediately follow the bid proposal form in the package. All bidders must properly execute this form as prescribed and attach it to the bid proposal form in their sealed envelope. The failure to submit this form with the bid shall render the bidder to be non-responsible. The submission of this form after the bid opening is not acceptable.
 - ii. The Special Provisions portion of the bid package shall state those City representatives that may speak to a potential bidder in the period between the time of the initial bid mailing and the bid opening date and time. The affected Department Head, or designee, or contracted professional consultants may be designated to speak for the bid. All correspondence with Department Head or designee shall be put into writing and sent to all those who have been given a bid package.

- iii. Only the criteria stated in the bid invitation package may be used in the process of determining the successful bidder.
- iv. Premature Opening of Bids
In the event of a sealed bid being opened prior to the determined date and time for such opening, the person shall immediately submit a written report to the Department Head stating the time of the premature opening and the circumstances causing such premature opening, and stating as a fact that the information contained in the bid documents has not been disclosed to the public, and any potential bidder, or any City employee.

The prematurely opened bid shall then be sent to the Department Head along with the written report. The Department Head shall then notify the affected bidder by the most expeditious means possible. The bidder may, at their option, have the bid returned to them for placement in another sealed envelope; or, permit the Department Head to reseal the envelope. In the case of resealing an envelope, the Department Head shall note on the envelope the name of the person as agent of the bidder who has so authorized the resealing of the envelope, and attach the report submitted by the person who prematurely opened the bid, to the envelope; which shall be retained in the bid file for public inspection.

cc. Delinquent Taxpayers (65 ILCS 5/11-42.1-1)

This bill requires that no Illinois City may enter into a contract with an individual or entity who is delinquent in the payment of any tax administered by the Illinois Department of Revenue except for certain limited exceptions.

- i. A certification form shall be included in all bid invitation packages. An example of this form appears in the appendix marked as Exhibit 9. This form shall immediately follow the certification form for 720 ILCS 5/33 E-1 et seq. All bidders must properly execute this form as prescribed and attach it to the bid proposal form in their sealed envelope.
- ii. The failure of a bidder to submit this form with the bid may render the bidder to be non-responsible.

dd. Insurance

Successful bidders shall procure and maintain for the term of the agreement or contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the contractor, their agents, representatives, employees, or sub-contractors. The cost of such insurance shall be included in the contractor's bid. See Addenda 1 for required coverage.

ee. Cyber Security Agreement

Successful bidders shall sign and adhere to the City's Cyber Security Agreement (Exhibit 15), which exists to protect the City from vulnerabilities as the result of a cyber breach of the bidder. Notification of cyber breaches are vital in protecting City data.

ff. Subletting of Contract

No contract awarded by the City of West Chicago shall be assigned or any part sub-contracted without the written consent of the Department Head. In no case shall such consent relieve the successful bidder from their obligation or change the terms of the contract. All sub-contractors must be approved by the Department Head.

gg. Termination of Contract

The City reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the City of West Chicago. The City may also cancel if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, natural disasters, or other extenuating circumstances as determined by the City.

The City further reserves the right to terminate the whole or any part of this contract, upon thirty days written notice to the successful bidder, in the event of default by the successful bidder. Default is defined as the failure of the successful bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of such default and termination, the City will procure, upon such terms and in such manner as the Department Head may deem appropriate, supplies or services similar to those so terminated. The successful bidder shall be liable for any excess costs for such similar supplies or service, unless acceptable evidence is submitted to the Department Head that failure to perform the contract was due to cause beyond the control and without the fault for negligence of the successful bidder.

hh. Submission of Proposal

All bids shall be submitted to the designated City staff member as noted in the bid document. Bids arriving after the specified time will not be accepted. Mailed bids arriving after this specified time will not be accepted regardless of post mark time on the envelope. Proposals will be publicly opened and read at the above time and place.

All bids shall be submitted in an opaque, sealed 9" x 12" or 10" x 13" envelope. The envelope should be marked with "Proposal", (Project Title), and the name of the bidder. Oral or telephone proposals or modifications will not be considered.

ii. Withdrawal of Proposal

Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request therefor. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety calendar days. The successful bidder shall not withdraw or cancel their proposal after having been notified by the Department Head that said proposal has been accepted by the City Council.

jj. Notice to Proceed

If a specific starting date is not stated in the contract, the contractor shall commence work within ten working days of the "Notice to Proceed". If no "Notice to Proceed" is received, the contractor shall commence work within ten days of the date of the purchase order.

kk. Contract Completion

Bid documents shall include contract completion language such as shown in the below template:

The contractor shall complete the contract, or provide the service or equipment within _____ calendar days from the "Notice to Proceed" or the purchase order date, whichever is earlier.

Failure to complete the project on time shall result in liquidated damages of \$ _____ per day, for delay (but not as a penalty).

ll. Payment

The City will make payment no more than monthly for construction and/or service projects; and upon receipt of all equipment in satisfactory condition for equipment purchases. An invoice shall be supplied covering all services rendered, along with copies of waivers of lien, where appropriate.

mm. Final Acceptance

Final payment shall be a measure of final acceptance. The City requires waiver of liens from all sub-contractors and prior to material supplies final payment.

3. Competitive Sealed Proposals (RFQ, RFP, etc.)

- a. It is the policy of the City to negotiate and enter into contracts for architectural, engineering, technology, real estate appraisers, legal, auditing, banking, land surveying, or other professional services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable compensation.
- b. In the procurement of architectural, engineering and land surveying services and in the awarding of contracts financed in whole or in part with Federal, State, Motor Fuel Tax funds, the City must comply with Federal law and regulations and take all necessary steps to adopt its rules, specifications, policies and procedures accordingly to remain eligible for Federal aid. Refer to Chapter 5 (Agreements) of the Bureau of Local Roads and Streets Manual at <https://idot.illinois.gov/content/dam/soi/en/web/idot/documents/doing-business/manuals-split/local-roads-and-streets/chapter-05.pdf> , which describes the Qualifications Based Selection for Engineering and Professional Services requirements.
- c. An invitation for Request for Proposals (RFP)/ Request for Qualifications (RFQ) shall be issued for contracts and shall include the following: statement of interest in the specific project, statement of qualifications and performance data and all contractual terms and conditions applicable to the procurement. Adequate public notice of an RFP/RFQ shall be given at a reasonable time, not less than 14 calendar days prior to the date set forth therein for the opening of the proposals. Notices inviting RFPs/RFQs shall be published in newspapers of general circulation, professional publication advertisement, the City of West Chicago website and/or web sites designated and maintained for such notification. The said notice shall state the place, date and time of when the RFP/RFQ shall be due.
- d. Unless the City has a satisfactory relationship for services with one or more firms, it shall, through its professional staff, evaluate the firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time requirements, location, workload of the

firm, and such other qualifications based factors as the City may determine in writing are applicable. The City may conduct discussions with and require public presentations by firms deemed to be the most qualified regarding their qualifications, project plan, and ability to furnish the required services. Firms responding to the RFPs/RFQs, determined to be substantially equivalent shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Prior to selecting a firm for negotiation, the firm shall not be required to submit verbal or written cost proposals in terms of dollars, hours required, percentage of construction cost, or any other measure of compensation. Another option is to request the cost proposal be submitted in separate sealed cover from the qualifications proposal.

- e. On the basis of evaluations, discussions and presentations, the City shall, unless it has satisfactory relationship for services with one or more firms, select no less than three firms which it determines to be the most qualified to provide services for the project and rank them in order of qualifications. The responsible Department Head or designee shall then contact the firm ranked most preferred and attempt to negotiate a contract at a fair and reasonable compensation, taking into account the estimated value, scope, complexity and professional nature of the services to be rendered. If fewer than three firms submit letters of interest and the City determines that one or both of those firms are so qualified, the City may proceed to negotiate a contract pursuant to this subsection.
- f. Award shall be made to the firm determined to be the most qualified and advantageous to the City, taking into consideration the evaluation factors set forth in the RFPs/RFQs. The contract file shall contain the basis on which the award is made.

Section 6 Other Purchasing Methods

1. Maintenance Contracts

The Departments shall maintain all records and information concerning City maintenance agreements. Before renewing any such agreement, the Department Head shall review the agreement to determine if it should be renewed. Agreements found to be unnecessary will be terminated.

2. Sole Source Procurement

A contract shall be awarded without competition if the Department Head determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service or construction item. The Department Head shall conduct negotiations, as appropriate, as to price, delivery, and terms.

3. Emergency Purchases

Emergencies are defined as events that could not have been foreseen where immediate action is necessary to protect City assets, personnel, or public health and safety. In the event of an apparent emergency the City Administrator shall be empowered to secure by open market procedure, at the lowest obtainable price, any work, supplies, materials or services regardless of the amount of the expenditure. All emergency purchases involving expenditures of \$50,000 or more must be presented to the City Council for ratification at the next regularly scheduled City Council meeting.

4. Competitive Bidding Exemption

During the course of a fiscal year, the City Administrator, at their discretion, may approve multiple purchases which exceed the competitive bidding threshold established by State Statute in aggregate but are less than that threshold individually. In these cases, it is not necessary for the City Council to approve a waiver of bids, however; each purchase shall still be subject to the requirements of Section 4 of this manual concerning quote solicitation for purchases.

The intent of this subsection is not to encourage the circumvention of the bidding requirements. Whenever practical, City staff is encouraged to rely upon the competitive bidding process. The competitive bidding exemption provided by this Section is intended to address situations in which a competitive bidding requirement is not necessarily practical and can be eliminated without jeopardizing the City's ability to obtain a low and competitive price from qualified and responsible contractors or vendors.

5. Cooperative Purchasing (30 ILCS 525/2)

State Statute provides that the City may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation. The City shall utilize cooperative purchasing programs when the best interests of the City would be served thereby. Purchases through a joint purchasing program (e.g., Suburban Purchasing Cooperative Program, Sourcewell) shall satisfy the solicitation of quotes requirement and constitute competitive bidding.

6. Purchase through Auction

Property and equipment no longer needed by the State and registered local governments are advertised on auction sites for sale to the highest bidder. The City may participate in qualified municipal auction sites as and when deemed necessary to purchase items.

7. Change Orders

The City must comply with 50 ILCS 525/ Public Works Contract Change Order Act which says that any change order to a contract which results in an increase of 50% or more of the original contract price or 50% or more of the original subcontract price must be rebid in the same manner as the original bid. This Policy is consistent with this statute. If any change order brings a project total above the project manager's approved purchasing authority, the change order must be approved by the appropriate purchasing authority. Request for change order form attached in Exhibit 12.

a. Change Orders for Less Than \$15,000

All change orders increasing or reducing the original contract price by more than \$500 but less than \$15,000 must be approved by the City Administrator, regardless of the percentage change. The City Administrator may at their discretion require change orders less than \$15,000 to be approved by the City Council.

b. Change Order for \$15,000 or More

All change orders increasing or reducing an original contract for \$15,000 or more require approval of the City Administrator and approval of City Council if the total project cost is to exceed \$50,000, regardless of the percentage change. In certain situations where it is impractical to delay a project while waiting for City Council approval, the City Administrator may at their discretion approve change orders up to \$50,000 with City Council approval to follow at the next regular or special meeting.

c. Other Change Orders

The Department Head may execute change orders to extend the length of a construction contract or other terms and conditions of a contract deemed necessary or in the best interests of the City. Requests to extend the length of a contract by more than 180 days must be approved by the City Council.

d. Exceptions

Grant and loan program projects are subject to the rules and policies of the program. For the IEPA revolving loan program, all change orders, whether deductive, additive or time must be approved by the City Council.

8. Manual Checks

Manual checks are interim checks issued to vendors as payments for goods delivered or services performed. The checks are issued between normal accounts payable cycles when an emergency or other extenuating circumstance, as determined by the Finance Director, makes it impractical or unreasonable to process the payment following normal payment methods. As the name implies, manual checks are labor intensive and time consuming to issue, therefore, their use as a method of payment shall be restricted to unique or special circumstances.

The Finance Department will not issue manual checks in instances where reasonable means could have been taken to process the payment following normal payment methods.

9. Disposal of Surplus Property

The City is required to comply with State Statute 65 ILCS 5/11-76-4 which prescribes procedures to follow for the disposal of surplus property. The City Administrator is responsible for ensuring that all requirements of this Policy are met.

Any Department Head identifying surplus property should notify the City Administrator or his/her designee that such property is no longer in the best interest of the City to retain custody.

- a. The respective Department Head should provide:
 - i. Description of the item such as make, model, serial number, etc.;
 - ii. Date originally acquired and original acquisition cost, if any; and
 - iii. Proposed method of disposal i.e. auction, direct sell, trade-in, etc.
- b. If the proposed method of disposition is a trade-in, the City will have to notify all bidders that the item of a new or replacement item will be traded-in as part of the purchase price.
- c. The City Administrator or designee will then prepare an ordinance and related Exhibit for City Council consideration which will declare the items as surplus property.
- d. Upon approval by the City Council, the City Administrator will direct staff to proceed with the disposition of the property.
- e. Upon sale or disposition of the property the respective Department Head will notify the Finance Director that such sale or disposition has taken place and the amount of the sale price, if any.

10. Sales Tax Exemption

a. Use By Employees

City purchases are not subject to sales tax; therefore, employees shall make efforts to inform vendors of the City's tax exempt status and to ensure that sales tax is not paid for purchases made with petty cash or credit cards. Sales tax, if charged, will be the responsibility of the purchaser to pay unless otherwise authorized. Employees shall provide vendors who request them with a copy of the City's sales tax exemption letter signed by the Director of Finance.

Use of the City's sales tax exemption number is restricted to purchases made on behalf of the City. State law prohibits use of the City's sales tax exemption number to secure exemptions for personal reasons and such use will subject the responsible individual and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years or both, together with costs of prosecutions.

b. Use By Contractors or Vendors

The Illinois Department of Revenue regulations allow contractors to use the City's sales tax exemption number to purchase materials used in construction of public improvements which will be eventually dedicated to the City. Use of the exemption number is limited to purchases directly related to work being done on behalf of the City. Contractors or vendors are responsible for any tax due on purchases determined to be non-exempt and for purchases not made on the City's behalf.

Requests by contractors or vendors for the City's sales tax exemption number shall be forwarded to the Finance Director or designee. The vendor will be provided with a copy of the City's sales tax exemption letter signed by the Director of Finance.

11. Travel Reimbursement

All travel for job related functions may be reimbursed through the City's Policy for Reimbursement of Travel, Meal, and Lodging Expenses (Exhibit 14).

DRAFT

Section 7 Contractual Risk Transfer

Contractual risk transfer is an essential step in the process of completing contracted work in the City. Contractual risk transfer ensures that all vendors, contractors, or other partners have sufficient insurance coverage to protect the City from liability. Full City requirements are located in Addenda 1, as amended from time to time.

DRAFT

CITY OF WEST CHICAGO
VENDOR INFORMATION SURVEY

Thank you for doing business with the City of West Chicago. Pursuant to recent changes made to the Illinois Property Tax Code, taxing bodies in Illinois now have an obligation to make a good faith effort to collect data from all vendors and subcontractors doing business with the City.

The information collected from this survey will be published electronically as required by 35 ILCS 200/18-50.2. Completing this survey will help the City remain compliant with Illinois Law.

Please complete the form below and return it with your bid materials. If you have questions, do not hesitate to contact the project manager.

A. Vendor or Subcontractor Name: _____

B. Primary Contact: _____

C. Question One:

Is the vendor described above:

- Women-Owned
- Minority-Owned
- Veteran-Owned
- None of the above

D. Question Two:

If option 1, 2, or 3 were selected above, are you self-certifying that as a vendor or subcontractor you are women, minority, or veteran owned? Or, in the alternative, do you have a certification from any organization that certifies your business ownership?

- Self-Certified
- Certified by Outside Organization: _____
Name of Outside Organization

E. Question Three:

If a vendor or subcontractor is self-certifying as women, minority, or veteran owned, does the vendor qualify as a small business under the standards set by the Federal Small Business Administration?

- Yes No

I hereby certify that the information supplied in this form is correct and was made to the best of my knowledge. I authorize the City of West Chicago to verify and act on this information as needed.

Signature: _____

Title: _____

Name: _____

Date: _____

BID DOCUMENT

**CITY OF WEST CHICAGO
SPECIFICATIONS AND CONTRACT
DOCUMENT NUMBER _____
FOR**

Bid Opening Date:	
Bid Opening Time:	
Bid Opening Location:	
Bid Opening Room:	
Bid Deposit:	
Performance Bond:	

Obtain information from and send bids to:

 "Department Head"
 City of West Chicago
 475 Main Street
 West Chicago, IL 60185
 (630) 293-2200

NOTE: This cover sheet is an integral part of the bidding document.
 Do not detach any portion of this document. Invalidation could result.

**CITY OF WEST CHICAGO
NOTICE TO BIDDER
FOR**

The City of West Chicago will accept bid proposals for _____ until _____ P.M. local time on _____, _____ 20____ at the West Chicago City Hall, 475 Main Street, West Chicago, IL 60185

All bid proposals are to be made on the forms provided and will be made a part of the contract documents to be executed with the City.

Bid proposals are to be received, sealed, and marked "Sealed Bid _____ Attention _____." Each will be publicly opened and read aloud at the time and date noted above.

Bid specifications and specific instructions to bidders may be obtained from the specified location within the bid advertisement.

No bidder may withdraw his/her bid after the bid reading for a period of ninety (90) days.

The City of West Chicago reserves the right to reject any or all bids and to waive any technicalities or to accept the proposal deemed most advantageous to the City if there are any questions, please contact _____ at (____) ____-____.

CONTRACTOR'S PREVAILING WAGE CERTIFICATION

The undersigned Contractor hereby certifies and understands that the subject contract is a contract for public work pursuant to 820 ILCS 130/3 (Illinois Prevailing Wage Act), and that the undersigned will comply with the Act by:

1. Paying the Prevailing Rate of Wages:
 - a) Paying to all laborers, workers and mechanics employed by or on behalf the City of West Chicago in the construction of public works not less than the general prevailing rate of hourly wages for work of a similar character on public works in the locality in which the work is performed.
 - b) Paying to all laborers, workers and mechanics employed by or on behalf the City of West Chicago in the construction of public works not less than the general prevailing rate of hourly wages for legal holiday and overtime work.
 - c) Including in all Contractor's bonds a provision that it guarantees the faithful performance of the prevailing wage clause provided by the subject contract.
 - d) Listing in all bid specifications, the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the subject contract.
 - e) Keeping an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractor, in connection with said public work, and showing also the hourly wages paid to each of such persons, which record shall be open at all reasonable hours to the inspection of the City of West Chicago, its officers, and agents, and to the Director of the Illinois Department of Labor and their deputies and agents.
 - f) Making and keeping, for a period of not less than 3 years, true and accurate records of the name, address, telephone number when available, social security number, and occupation of all laborers, workers and mechanics employed by the Contractor, in connection with said public work. The records shall also show the actual hourly wages paid in each pay period to each employee and the hours worked each day in each work week by each employee. While participating on public works, each Contractor's payroll records shall include the starting and ending times of work for each employee. The record shall be open at all reasonable hours to the inspection of the City of West Chicago, its officers and agents, and to the Director of the Illinois Department of Labor and their deputies and agents.

BY: _____
Authorized Agent of Contractor

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

TECHNICAL SPECIFICATIONS

(To be prepared for each contract by the appropriate Department.)

DRAFT

CITY OF WEST CHICAGO
BID PROPOSAL FORM

For

City of West Chicago
The Mayor and City Council
475 Main Street
West Chicago, IL 60185

We propose to furnish the contract for the _____
for a grand total price of \$_____ (from Page IV-10 of this Section), subject to the
terms and conditions set forth in the bidding documents attached hereto and made a part hereof. Also,
by submitting this bid proposal, we agree that we are aware of and in compliance with Public Act 85-
1295 of the criminal code that became effective January 1, 1989, related to bid rigging, awarding and
changing of contracts.

SUBMITTED BY:

COMPANY _____ PHONE _____

ADDRESS _____

SIGNATURE _____

TITLE _____ DATE _____

ATTESTED BY: _____

CORPORATE SEAL

TITLE _____

DATE _____

CERTIFICATION
IN COMPLIANCE WITH 720 ILCS 5/33 E-11

The undersigned individual or entity certifies that they are not barred from Contracting with any unit of state or local government as a result of violation of either 720 ILCS 5/33 E-3 or 33 E-4.

(If an Individual)

Signature of Bidder _____

Business Address _____

(If a Partnership)

Firm Name _____

Signed By _____

Business Address _____

(Insert Names (President) _____

of all Partners) (Secretary) _____

(Treasurer) _____

(If a Corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

(Insert Names of President _____

Officers) Secretary _____

Treasurer _____

Attest: _____

Secretary

Exhibit 10 may function as an alternate form

CERTIFICATION
IN COMPLIANCE WITH 65 ILCS 5/11- 42.1-1

The undersigned individual or entity hereby certifies that they are not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

(If an Individual)

Signature of Bidder _____

Business Address _____

(If a Partnership)

Firm Name _____

Signed By _____

Business Address _____

(Insert Names (President) _____
of all Partners)

(Secretary) _____

(Treasurer) _____

(If a Corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

(Insert Names of President _____
Officers)

Secretary _____

Treasurer _____

Attest: _____

Secretary

Exhibit 10 may function as an alternate form

City of West Chicago
Certification of Compliance

The undersigned, being first duly sworn on oath, deposes and states that they have the authority to make this certification on behalf of the bidder for the product, commodity, or service briefly described as follows:

1. The undersigned certifies that, pursuant to 720 ILCS 5/33 E-3 or 33 E-4; the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

2. The undersigned certifies that, pursuant to 65 ILCS 5/11-42. 1-1; the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

This Business Firm is: (check one)

A Corporation _____ A Partnership _____ An Individual _____

Firm Name: _____

Firm Address: _____

Signature: _____

Position: _____

Date Signed: _____

* Alternate form that can be used in place of Exhibit 8 & 9

City of West Chicago
Bid Award Recommendation Form

To: City Administrator

From: _____, (Department Head)

It is recommended that the City award a contract to _____ in the amount of \$_____ for _____ subject to the terms and conditions set forth in the bidding documents attached hereto. _____ is/is not the lowest bidder.

This recommendation is based on the following:

The City has budgeted \$_____ for the _____ in account # _____.

The project was advertised in the _____ on _____, 20____. The low bid was _____ % above/below that estimated. There were _____ plan holders and _____ bids. A bid tab showing the results of the bid are attached.

The recommended bidder _____ of _____ has/has not done work for the City in the past. The City has checked references on _____ of their recent projects and the responses were _____

The firm is qualified to do the work, so it is recommended that the City award the project to them.

Request for Change Order

Project: _____

Contractor: _____

Change Order Number: _____

Change Order Amount: _____

Justification

Note: Requests for change orders must state why the circumstances necessitating the change order were not reasonably foreseen at the time of awarding the original contract and why they were not within the contemplation of the original contract.

Budget Impact

Budget Amount: _____

Original Contract Amount: _____

Total of All Change Orders: _____

Budget Condition: _____

CITY OF WEST CHICAGO CREDIT CARD POLICY AND PROCEDURES

May 17, 2022

Policy Statement

The City offers credit cards to designated employees to provide a flexible, efficient and alternative means of payment for approved expenses. The purpose of this Policy is to set forth guidelines and internal controls that will be applied to all employees who are issued a City credit card. This Policy conveys clear procedures for the issuance, application, use of credit cards and charge accounts with merchants, safeguarding, payment and termination of City issued credit cards. The City bears no legal liability from inappropriate use of City issued credit cards and related charge accounts.

Policy Guidelines

This Policy is designed to be a fluid document and may be modified from time to time to conform to changes in legislation, technology, actual practices and updates that are implemented by the card issuer. Employees are expected to read and understand this policy and procedures. Employees who need assistance with issues or specific situations not covered by this policy should contact the City Administrator or Administrative Services Director.

The City Administrator makes the final determination regarding the issuance of credit cards and related credit limits. The City Administrator and the Administrative Services Director are responsible for the implementation, issuance of employee credit cards, accounting of charges, auditing, payment processing, card issuer relations, card cancellations and program compliance with the City's Credit Card Policy.

The City Administrator and the Administrative Services Director shall maintain a record of all credit cards owned by the City, along with the name of the employee who has been issued a credit card, the credit limit established, changes to credit limit, the date issued and the date returned.

City issued credit cards are only to be used for legitimate City business purchases. Personal use of a City issued credit card for personal purchases or expenses is prohibited, even if there is intent to immediately reimburse the City. Prohibited personal travel expenses include, but are not limited to, expenses related to a spouse or non-employee traveling with an employee on a business related trip and incidental purchases or services such as movie rentals or meals and refreshments that are not consistent with the travel purpose.

1. Eligibility and Credit Spending Limits

City credit cards are the property of the City and may only be used by an employee of the City for the purchase of goods or services to conduct the official business of the City.

- a. The City Administrator and Department Directors will be issued credit cards; they may allow the Department Administrative Assistant (or an equivalent position) to use the cards on their behalf with written authorization for each purchase. Each Department Head may provide the name of one other senior manager within their Department to be issued a second credit card for Departmental use, with the approval of the City Administrator.
- b. No more than \$5,000 per month may be charged to each Department's credit card, unless approved in writing by the City Administrator prior to a purchase; employees' use of their credit cards are subject to the per transaction spending limits contained within the City's Purchasing Policy. Splitting a single transaction into more than one transaction to stay under the per transaction spending limit is considered a violation of this policy.

2. **Use and Financial Responsibilities**

The employee agrees to comply with all applicable policies and procedures of the City of West Chicago including the Credit Card Policy.

- a. All cardholders are required to sign the "Cardholder Agreement" (Attachment A) indicating that they understand and agree to the terms and conditions of this Policy, and obtain signed authorization of the City Administrator. All cardholders are required to complete a Credit Card Application form, to include the City Administrator's signature as Joint Account Holder. The signed Cardholder Agreement and Credit Card Application form should be forwarded to the Administrative Services Director to be processed for credit card issuance.
- b. The employee is responsible for all charges made to the card, and will be held personally liable for the total dollar amount of any unauthorized charges appearing on the credit card statement. The employee, as authorized credit cardholder, may also be subject to the revocation of card privileges or discipline up to and including termination for card use that is considered misuse of the card or for noncompliance with this policy.
- c. This credit card is to be used only for official City business expenditures. The cardholder is responsible for ensuring that the credit card purchases are within budget and properly approved.
- d. Under no circumstances should the card be used for personal purchases, cash advances, money orders, travelers' checks, liquor, alcoholic beverages, tobacco products or any other unauthorized use.

3. **Tax Exempt Status**

The City is sales tax-exempt and should not be charged sales tax for purchase that are charged to City issued credit cards. The City has a sales tax-exempt form that should be provided to vendors as needed prior to purchases. The cardholder is responsible to obtain credit for any applicable sales taxes that may be charged.

4. **Safekeeping**

Cardholders are responsible for safeguarding the credit card against loss, misuse, or theft. When not in use, the card should be placed in a secure location and take care to retain physical control of the credit card.

- a. Newly issued cards should be signed immediately by the cardholder upon receipt.
- b. When using the card for approved Internet transactions, care should be taken that the site utilizes recognized encryption technology.
- c. Card numbers should not be saved or stored in online accounts, unless required (e.g. Facebook, JotForm, Constant Contact, Canva etc.). Any accounts that require a card number in order to make a purchase or are recurring charges should be reported to the City Administrator and the Administrative Services Director.
- d. The cardholder should make certain that the card is returned after each transaction.
- e. When the credit card has expired or the cardholder has received a new credit card, the old card is to be destroyed. If the employee is leaving employment with the City, the credit card is to be returned to the City Administrator or her/his designee.

5. **Ownership**

The credit card may not be transferred or assigned to anyone other than the designated cardholder. The City may suspend or cancel cardholder privileges at any time for any reason.

6. Recordkeeping

Cardholders will receive a detailed monthly statements for their transactions, which must be reviewed and approved in a timely manner. Appropriate supporting documentation for each purchase is to be printed and attached to the statement. Statements should be entered into Central Square or any subsequent financial platform for processing within five (5) business days to allow sufficient time to make payment so as to not incur finance charges. Any finance charges assessed on the account due to late payments will be the responsibility of the employee's Department to pay. Repeated offenses may result in the revocation of credit card privileges.

The City Administrator or her/his designee will monitor the use of the credit cards as part of the City's internal control program.

7. Disputed Items

It is the cardholder's responsibility to follow-up on any erroneous charges, returns, or adjustments to ensure proper credit is given on subsequent statement.

8. Policy Violations

Violations of this Policy could result in the withdrawal of credit card privileges. It may also result in disciplinary action against the employee, up to and including termination. As with all violations of City Policy, the City of West Chicago will consider the facts and circumstances of each incident and will take action as deemed appropriate. Additionally, personal use of a City credit card may result in criminal prosecution.

CREDIT CARDHOLDER AGREEMENT

I, _____, hereby acknowledge receipt of the City of West Chicago Corporate Credit Card with the following number: _____.

As the holder of this credit card, I acknowledge receipt of the Credit Card Policy and agree to comply with its terms and conditions and this Agreement. I accept the responsibility and accountability for the protection and proper use of the card.

I understand that this credit card is City property, and I will be making financial commitments on behalf of the City when using this card. I agree that the card is not to be used for personal purchases, and that I must provide a receipt for every purchase, except for authorized monthly or otherwise recurring charges.

I understand that the City may review the use of this card and I have no expectation of privacy concerning any charges incurred. I agree to be held personally liable for the total dollar amount of any improper charges incurred, plus any administrative fees assessed in connection with the misuse of this card. I understand that misuse of this card could result in criminal prosecution.

I agree to reconcile my purchases and submit the invoice statement with sufficient supporting documentation within five (5) business days to ensure the timely payment of the charges.

I agree to immediately notify the bank and the City Administrator or their designee should the card be lost, stolen, or subject to unauthorized use or fraud.

Signature: _____ Date: _____

City of West Chicago
Policy for Reimbursement of Travel, Meal, and Lodging Expenses

1. Applicability. This Policy applies to all officers, whether elected or appointed, and employees of the City.
2. Definitions. For the purposes of this Policy, the following terms have the meaning ascribed to them in this Paragraph 2.
 - (a) *Approved Activity* means: (i) a conference, program, seminar, or event relating to the City; or (ii) official business of the City, both of which are detailed in Paragraph 3 of this Policy.
 - (b) *Entertainment* means shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to an Approved Activity. For purposes of this Policy, “ancillary” means an element of a program or activity that is supportive of the primary element of that program or activity, but is not itself the primary element.
 - (c) *Miscellaneous Charges* means reasonable costs for Wi-Fi access, telephone service, photocopying, storage/baggage fees, tips for services, and other miscellaneous expenses (such as, for example, the cost of a meal for a guest) as determined by the City Administrator or their designee based on the particular Approved Activity.
 - (d) *Travel Expenses* means expenditures related to transportation (car rentals, taxis, public transportation, tolls, parking fees etc.), meals, lodging, and Miscellaneous Charges, directly related to an Approved Activity. Travel Expenses do not include tuition or the registration fee for a conference, program, seminar or event, which expense must be approved separately.
3. Approved Activities Eligible for Reimbursement. Travel expenses are eligible for reimbursement for the following Approved Activities:
 - (a) Continuing education and professional development relating to an officer’s or employee’s office or duties.
 - (b) Conferences, seminars, and similar events relating to an officer’s or employee’s office or duties.
 - (c) Offsite meetings related to City business.
4. Expense Reimbursement Request Form. All travel requires prior authorization. An officer or employee seeking reimbursement of Travel Expenses related to an Approved Activity must

complete and submit the City's "Travel/Business Expense Reimbursement Request" form, which is hereby attached as Exhibit A. No form shall be required to be submitted for expenses in connection with travel that are billed directly to the City.

5. Maximum Reimbursements. The following limits on reimbursements of Travel Expenses apply to each officer or employee for a single Approved Activity. The City Administrator may approve exceptions to these limits, subject to approval by the City Council (see Subparagraph 7(d) of this Policy).
 - (a) Maximum Total Expenses. The total reimbursement may not exceed \$5,000, except for Police Department supervisors who attend supervisory training that lasts for more five days, for which the maximum amount would be \$8,000.
 - (b) Travel Expenses Anticipated to Exceed Limits. Any Approved Activity that is anticipated to exceed the maximum Travel Expense limit under Subparagraph (a) of this Paragraph 5 must be approved by the City Administrator or their designee in advance of the Approved Activity.

6. Meal Allowances and Accommodations.
 - (a) Meals. For the purpose of reimbursements, the allowances for meals shall be based on the schedule set forth by the Internal Revenue Service for all cities within the continental United States. If meals are provided as a part of the registration fee for the authorized travel, no additional meal allowances will be paid or reimbursed. Meals for guests, which are paid for by the Authorized Individual as part of appropriate conduct of public business, shall be deemed a legitimate expenditure for City officers and employees, and reimbursement may properly be sought therefore. In such circumstances, the guest's meal is not subject to authorized Internal Revenue Service allowances.
 - (b) Accommodations. Hotel or accommodations allowances will be made when travel extends overnight and requires lodging, at the single occupancy rate (unless an officer or employee determines to share accommodation with another officer or employee). An officer or employee taking a guest shall pay any cost differences for double occupancy. The Government Room Rate shall be sought in all circumstances, unless not available. Room service and additional room expenses (movie rental, valet, food or beverages from a minibar, etc.) will not be paid and/or reimbursed.

7. General Standards. The following general standards apply to reimbursements:
 - (a) Transportation. If a privately owned vehicle is used for travel, the mileage reimbursement will be based on the current rate set by the IRS in IRS Publication 463 "Travel, Entertainment, Gift, and Car Expenses" at the time the miles are driven. When two or more officers or employees are attending the same travel-related event, carpooling should be practiced whenever possible.

All travel must be on a convenient and mainly traveled route. If an officer or employee travels by an indirect route for his/her convenience, any extra costs shall be borne by the officer or employee. Air travel shall be at the coach fare.

Officers and employees shall use the least expensive mode of transportation between a personal vehicle and air travel. The City Administrator or their designee may make exceptions to this requirement should it be determined that the travel times of the least expensive option are not either realistic/practical or in the best interests of the organization.

- (b) Cost Estimate for Advanced Approval. If funds for Travel Expenses will be provided to an officer or employee in advance of the Approved Activity, then the City Administrator or their designee must approve an estimate of the Travel Expenses related to that Approved Activity. The estimate must be submitted by the officer or employee to the City Administrator or their designee using the City's "Advancement of Reimbursement Funds Request" form, which is hereby attached as Exhibit B. After the conclusion of the Approved Activity, the officer or employee must complete and submit the Travel Expense Reimbursement Request in accordance with Paragraph 4 of this Policy. All funds provided in advance that are in excess of the actual approved Travel Expenses must be returned to the Director of Administrative Services within five business days after the Approved Activity has concluded.
- (c) Receipts. An officer or employee must provide a receipt or other reasonable proof of each Travel Expense for which the officer or employee seeks reimbursement, unless the City Administrator or their designee determines that, for good cause, no receipt or other proof is necessary for a particular Travel Expense. If a Travel Expense includes a Miscellaneous Charge for the benefit of a person other than an officer or employee, such as, for example, the cost of a meal for a guest, then an officer or employee must identify the person for whom the Miscellaneous Charge was incurred.
- (d) City Council Approval. A Travel Expense for an Approved Activity for: (i) any officer or employee that exceeds the maximum allowed under this Policy; or (ii) any member of the City Council and City Clerk must be included in the City's Corporate Disbursement Report to the City Council and approved by roll call vote at an open meeting.
- (e) Emergencies. The City Administrator may approve reimbursements for Travel Expenses exceeding the maximum limits or otherwise not in conformance with the standards of this Policy in the case of an emergency or other extraordinary circumstance. That approval must be in writing, stating the nature of the emergency or other extraordinary circumstance. A report of any emergency expenditure shall be provided to the City Council in an open meeting.

- (f) No Reimbursement for Entertainment or Alcoholic Beverages. The City will not reimburse any Travel Expense incurred for Entertainment or alcoholic beverages.

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CITY OF WEST CHICAGO
TRAVEL/BUSINESS EXPENSE REIMBURSEMENT REQUEST FORM

NAME _____ SIGNATURE _____ Note: Your signature serves as verification of the information set forth herein.	TITLE / DEPARTMENT (IF APPLICABLE)
DESCRIPTION OF PURPOSE FOR WHICH REIMBURSEMENT IS REQUESTED: Prior Authorization Granted: ___ yes ___ no Method of Approval: _____	
TRAVEL (Actual / Estimate) _____ Airfare Airline: _____ Cost: _____ _____ Train Cost: _____ _____ Private Car Mileage _____ x _____ (rate/mile) Total: _____ _____ Other (Description) _____ <p style="text-align: right;">SUBTOTAL - COSTS FOR TRAVEL: _____</p>	
LODGING (Actual / Estimate) Name/Location: _____ Date(s) _____ Rate: _____ Other: _____ <p style="text-align: right;">SUBTOTAL - COSTS FOR LODGING: _____</p>	
MEALS (Actual / Estimate) - Attach additional sheets as needed for reimbursement. 1. _____ 2. _____ 3. _____ <p style="text-align: right;">SUBTOTAL - COSTS FOR MEALS: _____</p>	

Note: For all categories, if reimbursement is sought for actual costs, receipts must be attached.

TOTAL REIMBURSEMENT SOUGHT: _____

APPROVAL: _____ DATE: _____

Note: This Form must be submitted to the City Council if the expense is for a member of the governing body, or if for an employee, the expenses exceed the maximum amount approved by the Policy.

ADVANCEMENT OF REIMBURSEMENT FUNDS REQUEST FORM

Instructions: This Advancement of Reimbursement Funds Request Form must be submitted to the City Administrator no later than five business days prior to the Approved Activity.

Proposed Activity: _____

Estimate of Expenses: _____

Number of Meals: _____

Lodging Expense: \$ _____

Car Rental: \$ _____

Airfare: \$ _____

Miscellaneous Charges: \$ _____

Other: _____

NOTE: After the conclusion of the Approved Activity, the officer or employee must complete the Travel Expense Reimbursement Form as provided in Paragraph 4 of the Policy for Reimbursement of Travel, Meal, and Lodging Expenses. All funds provided in advance that are in excess of the actual approved Travel Expenses must be returned to the Director of Administrative Services within five business days after the Approved Activity has concluded.

Cyber Security Agreement

Definitions

In this Clause the following terms shall mean:

“Cyber Security Incident” is the loss or unauthorized destruction, alteration, disclosure of, access to, or control of a Digital Environment.

“Cyber Security” is technologies, processes, procedures and controls that are designed to protect Digital Environments from Cyber Security Incidents.

“Digital Environment” is information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems.

Requirements

(a) Each Party shall:

(i) implement appropriate Cyber Security measures and systems and otherwise use reasonable endeavors to maintain its Cyber Security;

(ii) have in place appropriate plans and procedures to allow it to respond efficiently and effectively to a Cyber Security Incident; and

(iii) regularly review its Cyber Security arrangements to verify its application in practice and maintain and keep records evidencing the same.

(b) Each Party shall use reasonable endeavors to ensure that any third party providing services on its behalf in connection with this Contract complies with the terms of sub clause (a)(i)-(iii).

(c) If a Party becomes aware of a Cyber Security Incident which affects or is likely to affect either Party's Cyber Security, it shall promptly notify the other Party.

(i) If the Cyber Security Incident is within the Digital Environment of one of the Parties, that Party shall:

(1) Promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident; and

(2) as soon as reasonably practicable, but no later than 12 hours after the original notification, provide the other Party with details of how it may be contacted and any information it may have which may assist the other Party in mitigating and/or preventing any effects of the Cyber Security Incident.

(ii) Each Party shall share with the other Party any information that subsequently becomes available to it which may assist the other Party in mitigating and/or preventing any effects of the Cyber Security Incident.

(d) Each Party's liability for a breach or series of breaches of this Clause shall never exceed a total of USD _____ (or if left blank, USD 100,000), unless same is proved to have resulted solely from the gross negligence or willful misconduct of such Party.

Certification

The undersigned agrees to adhere to the Cyber Security Agreement and all conditions stated therein.

This Business Firm is: (check one)

A Corporation _____

A Partnership _____

An Individual _____

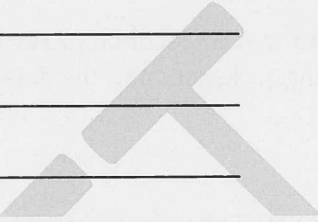
Firm Name: _____

Firm Address: _____

Signature: _____

Position: _____

Date Signed: _____



Contract Agreement

THIS AGREEMENT made and concluded this _____ day of _____ by and between the CITY OF WEST CHICAGO, hereinafter called the OWNER or the CITY and _____, hereinafter called the CONTRACTOR.

WITNESSETH that the OWNER and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK The CONTRACTOR shall perform all work and shall provide and/or furnish all labor, materials, equipment, tools machinery, utility and transportation, services, and all other incidentals necessary to complete in a workmanlike manner all work required for the _____, herein after called the PROJECT in these contract documents, all in strict accordance with the specifications and other contract documents as prepared by the _____.

ARTICLE 2: CONTRACTOR COMPLIANCE The CONTRACTOR shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other government unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.

ARTICLE 3: CONTRACT PRICE The OWNER will pay the CONTRACTOR for performance of all work under this contract, the final contract amount as computed in accordance with the prices as set forth in the CONTRACTOR'S PROPOSAL, hereto attached, and in accordance with all approved changes or modifications thereto.

ARTICLE 4: CONTRACT CHANGES The prices as contained in the CONTRACTOR'S PROPOSAL will apply to additions or deductions from the work to be performed, and if unit prices are not contained in the proposal, then additions or deductions from the work shall be in accordance with authorized and approved change orders.

ARTICLE 5: PAYMENTS The OWNER shall make, to the CONTRACTOR, progress payments and final payment in accordance with the provisions as set forth in the General Requirements portion of the contract documents.

ARTICLE 6: CONTRACT TIME This contract work shall be completed by _____ for all work. Work shall commence upon Notice to Proceed. The CONTRACTOR fully understands and agrees that the completion time is an essential part of this contract and for each day, calendar day, that elapses between the CONTRACT COMPLETION DATE and the date on which the work is completed, including the removal of all equipment and obstructions, the CONTRACTOR will pay to the OWNER, as liquidated damages, the sum as set forth in the General Requirements of the contract documents.

ARTICLE 7: CONTRACTUAL RISK TRANSFER The contractor shall furnish required coverages and other necessary documentation of risk transfers per the City's Contractual Risk Transfer Policy.

INSURANCE

Successful bidders shall procure and maintain for the term of the agreement or contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, their agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the CONTRACTOR'S bid.

1. Minimum Scope of Insurance

Coverage shall at least be as broad as:

- a. Insurance Services Office Commercial General Liability Occurrence form number CG001 (Ed. 11/85) with the City named as additional insured; and
- b. Insurance Services Office Business Auto Liability Coverage form number CA 0001 (Ed. 10/90) or newer as amended covering Automobile Liability, code 1 "any auto"; and
- c. Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

2. Minimum Limits of Insurance

Contractors shall maintain limits NO LESS than:

- a. Commercial General Liability
\$1,000,000 combines single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project specific aggregate of \$1,000,000.
- b. Business Automobile Liability
\$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers' Liability
Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.
- d. Builder's Risk:
Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value basis where applicable.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either:

- a. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, agents, employees, and volunteers;

- b. Or the contractor shall procure a bond guaranteeing payment or losses and related investigation, claim administration and defense expenses.

4. Required Provisions

a. General Liability and Automobile Liability Coverages

- i. The City, its officers, officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, agents, employees or volunteers.
- ii. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees, or volunteers.
- iv. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. Worker's Compensation and Employer's Liability Coverages

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from work performed by Contractor for the City.

c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.

5. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the state of Illinois.

6. Verification of Coverage

Contractor shall furnish the City with certificates of insurance naming the City, its officers, officials, agents, employees, and volunteers as an additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences, unless the Department Head grants permission for the work to commence. If work commences, it does not waive the requirement to obtain, and

the contractor shall be liable for failure to furnish proper coverage. The City reserves the right to request full certified copies of the insurance policies.

7. Sub-contractors

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.

ARTICLE 8: CONTRACT DOCUMENTS The Contract Documents which comprise the Contract between the OWNER and the CONTRACTOR, and which are as fully a part of this Contract as if herein set out verbatim, or, if not attached, as if attached hereto are as follows:

- 8.1 This Agreement (Pages 54 to 59 incl.)
- 8.2 Bid Invitation Package
 - Cover Sheet
 - Cover Letter
 - Notice to Bidder
 - Special Provisions
 - Instructions to Bidder
 - Prevailing Wages Form (Construction Projects)
 - Specifications
 - Maps, Drawings, and/or any other Documents Special to Bid
 - Bid Proposal Form
 - Bidder Certification Form
 - Tax Certification Form
 - Specification Deviations
 - Special Deviations
- 8.3 Certificate of Insurance
- 8.4 CONTRACTOR'S Proposal
- 8.5 Modifications, including change orders duly executed after completion of this Agreement

ARTICLE 9: INDEMNITY HOLD HARMLESS PROVISION To the fullest extent permitted by law, the CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, cost and expenses, which may in anywise accrue against the City, its officers, officials, agents, employees, and volunteers, arising in whole or in part or in consequence of the performance of this work by the CONTRACTOR, its employees, or sub-contractors, or which may in any wise result therefore except that arising out of the sole legal cause of the City, its officers, officials, agents, employees, and volunteers.

The CONTRACTOR shall at its own expense, appear, defend and pay all the charges of attorneys and all costs and other expensed arising therefor or incurred in connection therewith, and, if any judgement shall be rendered against the City, its officers, officials, agents, employees, and volunteers, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same.

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

ARTICLE 10: CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this agreement, the CONTRACTOR makes the following representations:

- 10.1 CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bid Invitation Package including "technical data".
- 10.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the PROJECT.
- 10.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local law and regulations that may affect cost, progress performance or furnishing of the PROJECT.
- 10.4 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the PROJECT as indicated in the Contract Documents.
- 10.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 10.6 CONTRACTOR has given the OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and written resolution thereof by OWNER is acceptable to CONTRACTOR, that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the PROJECT.
- 10.7 CONTRACTOR warrants and represents that it is not in arrears to the OWNER upon debt or contract, and that it is not a defaulter as surety, contractor, or otherwise, to any person, firm, or entity.
- 10.8 CONTRACTOR warrants and represents that CONTRACTOR is financially solvent, that CONTRACTOR has the financial resources necessary to perform and complete the PROJECT in accordance with the Contract Documents, that CONTRACTOR is sufficiently experienced and competent to complete the PROJECT and that the facts stated in its Bid and the information given by CONTRACTOR are true and correct in all respects.
- 10.9 CONTRACTOR warrants and represents that CONTRACTOR shall hereafter have no claim for payment or additional compensation based upon conditions at the work site or sites, or omissions, ambiguities or conflicts in the Contract Document and CONTRACTOR shall only be entitled to an extension of time as provided in the Contract Documents.
- 10.10 CONTRACTOR warrants and represents that the statements contained in the CONTRACTOR'S Certification attached hereto and by this reference incorporated herein and made a part hereof are true and correct.

ARTICLE 11: MISCELLANEOUS

- 11.1 Neither the OWNER nor the CONTRACTOR shall, without prior written consent of the other party assign or subcontract, in whole or in part, their interest under any of the Contract Documents and specifically, the CONTRACTOR shall not assign any money due or to become due without consent of the OWNER.

- 11.2 The OWNER and the CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

- 11.3 The CONTRACTOR shall furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the CONTRACTOR shall have full control of the ways and means of performing the work referred to above and that the CONTRACTOR or his/its employees, representative or subcontractors are in no sense employees of the OWNER, the CONTRACTOR and any party employed by the CONTRACTOR bears the relationship of an independent contractor.

IN WITNESS HEREOF, the Parties hereto have caused this AGREEMENT to be executed the day and year first above written in two counterparts, which for all intent and purposes shall be considered as the original.

OWNER: CITY OF WEST CHICAGO

BY: _____
Mayor

ATTEST: _____

TITLE: _____

(SEAL)

CONTRACTOR

BY: _____

TITLE: _____

ADDRESS: _____

DATE: _____

ATTEST: _____

TITLE: _____

**Section 9
Addenda**

Addenda 1

City of West Chicago Contractual Risk Transfer Policy

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