

TERMS AND CONDITIONS

FOR LAKE COUNTY HOUSING AUTHORITY PROJECTS

- A. All bids must conform to the *"Instructions to Bidders"*.
- B. All specifications must be met in the bidders bid response.
- C. The specifications and bid packages shall become a part of the Contractor's contract agreement with the Lake County Housing Authority.
- D. The Contractor shall provide a Certification of Insurance directed to the Lake County Housing Authority for General Liability Insurance in the amount of \$500,000 or more and shall maintain at least that amount during the contract period.
- E. Lake County Housing Authority reserves the right to reject any bidder whose contract agreement contains a clause that is onerous to the Housing Authority interests and which is not contained in the contract agreements submitted by other bidders.
- F. Demonstration of Capability must be verified: A random survey of jobs and/or clients submitted by the bidder must establish that the bidder generally is performing in a capable and responsible manner. A pattern of dissatisfied clients shall be sufficient cause for disqualifying the bidder.
- G. Hold Harmless Clause: The contractor shall save and hold harmless the Lake County housing Authority from and against all liability, claims and demands of whatsoever kind or nature arising out of or connected with the performance of work by the contractor, or in behalf of the County of Lake, whether such injury, death, loss or damage shall have been occasioned by the negligence of the contractor, or a subcontractor of the contractor or their employees, or otherwise. The contractor will defend at its own expense any actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising there from.
- H. Bid Bond: For all bids in excess of \$100,000 a 5% bid bond in the form of a certified check, negotiable bank draft, or bid bond from an approved surety company must be submitted with the bid. If the bid bond is not submitted with the bid the Authority shall reject the bid.

- I. Performance Bond: If the bid is over \$100,000, the successful bidder must furnish a 100% performance and payment bond from an approved surety company authorized to do business in the State of Illinois.
- J. Lake County Housing Authority is exempt from Illinois state sales tax. Any bids involving the purchase of materials shall be submitted without sales tax. LCHA will supply a tax exempt letter to vendors as requested on an individual basis.
- K. Permits: The Contractor is responsible for **securing and paying for** any and all permits, licenses, and fees which may be necessary for the completion of the contract.
- L. Penalty: Failure by the Contractor to complete the job on time according to the contract shall result in a penalty of \$100 per day for each day or fraction thereof beyond the agreed completion date.
- M. The Contractor, or subcontractor, is prohibited from placing a lien on any Lake County Housing Authority property.
- N. The Lake County Housing Authority reserves the right to reject any or all bids received or to waive any informalities in the bidding. No bid shall be withdrawn for a period of 30 days subsequent to the opening of bids without consent of the LCHA.

GENERAL SPECIFICATIONS FOR MODERNIZATION

General

Lake County Housing Authority (LCHA) is seeking bids from qualified Contractors to provide general contracting services.

1. Provided services shall include all necessary labor and materials for a complete job as per the attached individual site specific plans and/or specifications.

2. All work shall be done in a professional, workmanlike manner and shall comply with all building codes. Contractor is responsible for securing and paying for any building permits and/or provide evidence of any business or trade licenses required by governing authorities for performance of the work and for scheduling any inspections which may be required. Contractor is also responsible for scheduling of deliveries, stocking and storage for all materials. The LCHA representative will designate a specific staging area for the contractor.

3. Contractor is responsible for re-working, adding to and/or modifying existing conditions as necessary to result in a complete professional and aesthetic installation of specified products.

4. Contractor shall be responsible for any and all patching of damaged areas due to installation as necessary to match existing surfaces. Care shall be taken to remove or protect any items or obstructions in the work area.

5. Work and or planning shall commence within 1 calendar days of signing the Notice to Proceed and shall be completed within the timeline stated on the Notice to proceed, unless stated otherwise.

A penalty of \$100 per day will be assessed for failure to comply with these requirements unless the completion date is extended in writing by LCHA.

6. For construction work Contractor to guarantee all labor and materials for a period of one year after final acceptance of work by L.C.H.A. and receipt of final certificate of occupancy for building permits issued.

7. This is a tax exempt job.

To: Contractors Bidding on Lake County Housing Authority Jobs

From:

RE: Summary of Major Labor Requirements

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The work items being bid are funded by appropriations from the Federal Government to Lake County Housing Authority (LCHA) and as such are subject to HUD requirements for contracts, wages, and general construction conditions. (These documents are HUD-5369, HUD 5369A, and HUD 5370; if not included in the bid packet copies of these documents may be obtained from LCHA and will become part of any contract).

A general summary of some of the important requirements of these documents follows. This is not intended to be a complete list of requirements but is for informational and review purposes only to assist contractors in preparing bids and subsequent payment requests and payroll reports:

1. Wages paid to workers must be at hourly wage rate and fringe benefit levels established by the Dept. of Labor. A summary of rates and classifications is attached.
 - a. Every employee must be paid the appropriate hourly wage. If fringe benefits in the listed amount are not paid directly to an approved health and welfare fund, the amount must be added to the hourly wage of the employee and paid directly to the employee.
 - b. Every employee shall have withholding for taxes, Medicare and FICA taken from each paycheck. No employee shall receive gross wages without deductions.
 - c. No employee shall be paid per job or piecework unless in excess of the minimum hourly rate listed. All jobs must be bid and paid according to the hourly wage standards and hours worked.
 - d. The hourly wage standards do not apply to the owners or officers of a company.

2. The general contractor or prime contractor must complete at least 12% of the project by himself or his employees. The job may not be subcontracted more than 88%. If subcontractors are used each subcontractor must submit proof to demonstrate the subcontract relationship (contract, incorporation papers, etc) and

a Certificate of Insurance covering general liability and workers compensation for the subcontractor and employees.

- a. The subcontractor shall follow the same wage requirements as above for employees.
- b. If subcontractors hire other subcontractors all requirements apply.

3. Workers on the site will be randomly interviewed by LCHA to determine their job classification and wage rates. All workers should be advised of their appropriate classification and hourly wage rates (with or without fringe benefits as applicable) before starting work.

4. If any workers are listed as apprentices and paid at apprentice rates an original apprentice certificate for the employee must be submitted to LCHA. No apprentice may work without the direct supervision of a journeyman or supervisor nor in excess of the approved ratio.

5. Payroll summaries (WH-347) or equivalent must be submitted to LCHA by contractors and subcontractors covering all workers on the job and must be completely filled out and signed. A sample is attached.

6. Requirements of Section 3 of the H.U.D. Act of 1968 involving documented efforts to utilize local labor and businesses are applicable to this project. The contractor is advised to review the following "Special Notice to Contractors" and "The Section 3 Clause" portion of the General Conditions that will be incorporated into the contract with the successful bidder.

SPECIAL NOTICE TO CONTRACTORS

RE: H.U.D. Section 3 Requirements

Section 3 requires that, ***to the greatest extent feasible***, opportunities for job training and employment be given to lower income residents of the Section 3 area and contracts for work in connection with the Section 3 covered project be awarded to business concerns which are located in or owned in substantial part by persons residing in the Section 3 area. Section 3 requires that a recipient/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment and contraction in connection with Section 3 covered projects.

If, in bidding this project you anticipate using local subcontractors, the Housing Authority will provide you the names of Section 3 business concerns.

In the event additional employees will be added to your work force, please target recruitment by:

- Notifying the Housing Authority of job openings,
- Advertising in local media,
- Contacting local job training and placement centers,
- Notify community organizations serving Section 3 residents,
- Developing on the job training opportunities.

Once you have taken these steps, please provide documentation of your actions to the Housing Authority for our project records.

“THE SECTION 3 CLAUSE”

This contract and resulting scope of work is covered by section 3 of the H.U.D. Act of 1968 and shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The subcontractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors' obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7 (b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7 (b)

LABOR STANDARDS ADMINISTRATION
for Successful Modernization Bidders

The Lake County Housing Authority has a statutory obligation to ensure that appropriate wage and fringe benefits are paid to all laborers and mechanics for all contracts in excess of \$2,000.00. The bid package you received contained an updated wage determination applicable to your contract. ***Fringe benefits do not include benefits required by other Federal, State or Local law.*** The direct payment of an amount equal to the required fringe benefits may be substituted for a contribution to a bona fide fringe benefit program.

Covered employees must be paid ***weekly***. Labor standards also require that certified payroll reports be submitted to the Housing Authority each ***week*** documenting each pay period. Failure to submit weekly certified payroll reports to LCHA will cause ***delays in disbursing on payout requests.***

LCHA will interview your employees at the site of work. They should be prepared to identify their job classification, wage rate and benefits. Apprentices must demonstrate ***proof*** of their registration in a certified program.

This is not intended to be a comprehensive discussion of labor standards regulations. If you have questions regarding payroll or reporting requirements please raise them with LCHA staff as soon as possible.

Received by: _____

Date: _____

AFFIDAVIT

To Whom It May Concern:

Re: Labor Standards Administration

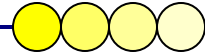
This is to certify that I have received all information including Labor Standards Administration and understand this property is to be administered under Davis-Bacon regulations for construction projects and State of Illinois regulations for non-construction projects.

Signature : _____

Title: _____

Company Name: _____

Date: _____



Policy Statement - Equal Employment Opportunity, Affirmative Employment, Prevention of Sexual Harassment, Discrimination Based on Sexual Orientation, Employment and Accommodation of Persons with Disabilities, and Disabled Veterans

In conformance with the policies expressed in Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; Executive Order 11478, as amended; the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1967, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Act of 1974, the Civil Service Reform Act of 1978, and HUD regulations at 24 CFR Part 7, it is the policy and intent of the Lake County Housing Authority (LCHA) to provide equality of employment opportunity for all persons, and to prohibit discrimination because of Race, Color, Religion, Sex, National Origin, Age, or Disability in all facets of employment. Additionally, sexual harassment and discrimination based on sexual orientation are unacceptable in the workplace and will not be condoned. Moreover, LCHA is committed to promoting affirmative employment through the removal of barriers and by positive actions at every management level, including the early resolution of EEO disputes.

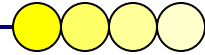
These policies are an integral part of HUD's mission. Their implementation is a high priority of Administration. LCHA is committed to Equal Employment Opportunity, Affirmative Employment and Diversity (EEO/AE/Diversity), and expects all contractors to support EEO/AE/Diversity. In carrying out their responsibilities, all managers and supervisors are fully accountable for taking actions to assure that EEO/AE/Diversity goals and objectives are achieved.

The EEO/AE/Diversity goals and objectives of the Department are expressed in HUD regulations at 24 CFR Part 7, as well as in the multiyear Affirmative Employment Program (AEP) Plan. EEO/AE/Diversity is a separate critical element in LCHAs contracting process.

Affirmative Employment Programs (AEP)

LCHA expects all contractors to be proactive in implementing EEO/AE/Diversity. The following strategies, set the standard for the achievement of that goal:

1. Be accountable for promoting EEO/AE policies, programs, and practices, including learning and practicing the principles of F.A.I.R. Feedback, Assistance, Inclusion, and Respect, in all interactions with employees and HUD clients.
2. Attend EEO/AE/Diversity training sessions to ensure full understanding of and sensitivity to EEO/AE/Diversity policies, practices, and procedures.
3. Make a vigorous effort to acquire full and fair representation of qualified minorities, women, and persons with disabilities when recruiting, hiring, and providing advancement opportunities.
4. Make use of Special Employment Programs to correct the under-representation of minorities, women, and persons with disabilities i.e., Part-Time Employment, Cooperative Education, Mentoring, Upward Mobility, Special Hiring Authorities, etc.
5. Learn and use Alternative Dispute Resolution (ADR) techniques to resolve problems early before they give rise to formal EEO Complaints or union contract grievances.
6. Participate in preparing an AEP Plan by analyzing all aspects of operations to determine any barriers to full equal employment, and by designing and carrying out actions to remove those barriers.
7. Refer to the AEP Plan goals and objectives before initiating any recruitment, hiring, training, reassignment, and promotion actions.
8. Periodically review AEP progress reports and make adjustments in activities to meet goals and objectives.



Employment and Accommodation of Persons with Disabilities

1. It is the policy of LCHA to establish employment practices to promote active recruitment and proper placement of qualified individuals with disabilities; provide selective placement assistance to assure retention and career advancement opportunities; and, to assure that individuals with disabilities have a full opportunity to be represented at every level in the work force.
2. It is also the policy of LCHA to provide Reasonable Accommodation to the known physical or mental limitations of qualified employees and job applicants with disabilities unless it can be shown that the accommodation would impose an undue hardship on its operations.
3. It is the goal of LCHA to be a model employer and promoter, of persons with disabilities by providing full and fair consideration, employment and retention of persons with disabilities in a broad range of grade levels and occupational series commensurate with their knowledge, skills, and abilities. Further, LCHA will assure that persons with disabilities are not unnecessarily excluded or limited because of job design or because of architectural, communication, procedural, or attitudinal barriers.
4. Contractors are responsible for achieving these goals, as expressed in their Affirmative Employment Program (AEP) Plan for Persons with Disabilities, at their respective office levels. They are also responsible for providing reasonable accommodation, which is a logical adjustment made to a job and work environment that enables a qualified person with disabilities to perform the duties of a position.

Disabled Veteran Employment

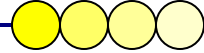
It is the policy of LCHA to promote the maximum employment and job advancement for qualified disabled veterans, similar to its policy goals and objectives with reference to all person with disabilities.

Contractors are responsible for achieving these goals, as expressed in their Disabled Veterans Affirmative Action Program (DVAAP) Plan, at their respective office levels.

Discrimination Based on Sexual Orientation

It is the policy of LCHA to prohibit discrimination on the basis of sexual orientation. Such discrimination with respect to employment conduct will not be tolerated by any contractor. For remedy, refer to the appropriate Administrative Procedures and/or appropriate negotiated agreements.

The Civil Service Reform Act, [5 U.S.C. 2302\(b\)](#) prohibits any employee who has authority to take personnel actions from discriminating for or against any employee or applicant for employment on the basis of conduct which does not adversely affect either the employee's own job performance or the performance of others. Subsection (c) of 5 U.S.C. 2302 gives notice to agency heads that they will be held responsible for the prevention of prohibited personnel practices. This Act has been interpreted by the Office of Personnel Management (OPM) since 1980, to mean that "applicants and employees are to be protected against inquiries into, or actions based upon non-job-related conduct, such as religious, community or social affiliations, or sexual orientation."



Sexual Harassment

It is the policy of LCHA that sexual harassment is unacceptable conduct in the workplace and will not be condoned. Contractors are expected to have an established Anti-Sexual Harassment Policy that states that any employee found to have engaged in sexual harassment against any other employee may expect appropriate disciplinary action. **All new employees shall be informed of this policy during their initial orientation sessions. This policy shall be reiterated for all employees at least once each year.**

Initial _____

A Fact Sheet on Sexual Harassment is available from the Office of Departmental Employment Equal Opportunity.

Sexual Harassment has been determined by the Equal Employment Opportunity Commission to be "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment."

Sexual harassment is a form of sex discrimination under Title VII of the Civil Rights Act of 1964. There may be other causes of action under State and local law in addition to those found under Federal civil rights law. These include assault, and battery, intentional infliction of emotional distress, wrongful discharge, and negligence. Some advances may even warrant resort to criminal charges, such as sexual assault or rape.

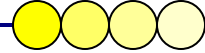
LCHA is responsible for creating a working climate free from unsolicited and unwelcome sexual overtures. The law states, "...an employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can show that it took immediate and appropriate action. An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action."

Signature : _____

Title: _____

Company Name: _____

Date: _____



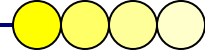
Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreations or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The bidder further agrees that (except where he has obtained identical certifications from subcontractors for specific time periods) he will obtain the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): Notice to prospective subcontractors of requirements for certifications of no segregated facilities. A certification of no segregated facilities must be submitted prior to the award of a subcontract exceeding Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

(Date)

(Signature of Bidder)

(Address)



EMPLOYMENT

(820 ILCS 265/) Substance Abuse Prevention on Public Works Projects Act.

(820 ILCS 265/1)

Sec. 1. Short title. This Act may be cited as the Substance Abuse Prevention on Public Works Projects Act. (Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/5)

Sec. 5. Definitions. As used in this Act:

"Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted in death, personal injury, or property damage and that occurred while the employee was performing work on a public works project.

"Alcohol" means any substance containing any form of alcohol including, but not limited to, ethanol, methanol, propanol, and isopropanol.

"Alcohol concentration" means: (1) the number of grams of alcohol per 210 liters of breath; or (2) the number of grams of alcohol per 100 milliliters of blood.

"Drug" means a controlled substance as defined in the Illinois Controlled Substances Act or cannabis as defined in the Cannabis Control Act for which testing is required by an employer under its substance abuse prevention program under this Act. The term "drug" includes prescribed medications not used in accordance with a valid prescription.

"Employee" means a laborer, mechanic, or other worker employed in any public works by anyone under a contract for public works.

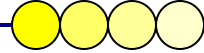
"Employer" means a contractor or subcontractor performing a public works project.

"Public works" and "public body" have the meanings ascribed to those terms in the Prevailing Wage Act.

(Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/10)

Sec. 10. Substance abuse prohibited. No employee may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. An employee is considered to be under the influence of alcohol for purposes of this Act if the alcohol concentration in his or her blood or breath at the time alleged as shown by analysis of the employee's blood or breath is at or above 0.02.



(Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/15)

Sec. 15. Substance abuse prevention programs required.

(1) Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

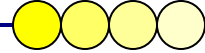
(A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.

(B) A prohibition against the actions or conditions specified in Section 10.

(C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.

(D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of Section 20.

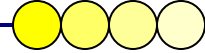
(2) Reasonable suspicion testing. An employee whose supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a



prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug and alcohol abuse. The employer who is requiring an employee to be tested based upon reasonable suspicion shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may an employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) An employer is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(Source: P.A. 95-635, eff. 1-1-08.)



(820 ILCS 265/20)

Sec. 20. Employee access to project.

(1) An employer may not permit an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under Section 15 to perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B). An employer shall immediately remove an employee from work on a public works project if any of the following occurs:

(A) The employee violates Section 10, tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

(B) An officer or employee of the contracting agency, preferably one trained to recognize drug and alcohol abuse, has a reasonable suspicion that the employee is in violation of Section 10 and requests the employer to immediately remove the employee from work on the public works project for reasonable suspicion testing.

(2) An employee who is barred or removed from work on a public works project under subsection (1) may commence or return to work on the public works project upon his or her employer providing to the contracting agency documentation showing all of the following:

(A) That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in Section 10.

(B) That the employee has been approved to commence or return to work on the public works project in accordance with the employer's substance abuse prevention program.

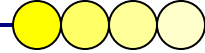
(C) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens was conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

(3) Upon successfully completing a rehabilitation program, an employee shall be reinstated to his or her former employment status if work for which he or she is qualified exists.

(Source: P.A. 95-635, eff. 1-1-08.)



Lake County Housing Authority
33928 North U.S. Highway 45
Grayslake, IL 60030



(820 ILCS 265/25)

Sec. 25. Applicability. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or, if bids are not solicited for the contract, to a contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

(Source: P.A. 95-635, eff. 1-1-08.)

(820 ILCS 265/99)

Sec. 99. Effective date. This Act takes effect January 1, 2008.

(Source: P.A. 95-635, eff. 1-1-08.)

L.C.H.A. INSTRUCTIONS TO BIDDERS

A. Form of Proposal

All proposals shall be subject to all requirements of these Specifications and Instructions. Proposals are to be prepared in duplicate, one to be submitted to the Lake county Housing Authority, and one to be retained by the bidder for his records. Proposal documents shall be sealed in an envelope, which shall be clearly labeled with the words “**PROPOSAL FOR (work item)**” and shall show the name of the bidder and the date of opening.

Bidder must use enclosed bid form. No bid shall be considered to have been received unless it is submitted on the bid form enclosed.

B. Non-Collusive Affidavit

Each person submitting a proposal shall execute an affidavit in the form provided by the Lake County Housing Authority, to the effect that he has not conspired with any person, firm or corporation in regard to any proposal submitted and he is not barred from bidding as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961.

C. Time for Receiving Proposals

Proposals received prior to the time of opening will be securely kept, unopened. The Officer whose duty it is to open them will decide when the specified time has arrived. No proposal received thereafter will be considered, except that when a proposal has arrived by mail after the time fixed for opening but before the award is made, and it is shown to the satisfaction of the Officer authorized to make the award that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such proposals will be received and considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified. Telegraphic and fax proposals will not be considered; but, modification by telegraph or fax of proposals already submitted will be considered if received prior to the hour set for opening and written confirmation of such modification over the signature of the bidder is placed in the mail postmarked prior to the time set for opening. Bidders are cautioned that, while telegraphic and fax modifications of proposals may be received as provided above, such modifications, if not explicit and, if in any sense, subject to misinterpretation, shall make the proposal so modified or amended subject to rejection.

D. Opening of Proposals

At the time and place fixed for opening of proposals, every proposal received within the time fixed for receiving proposals will be opened and publicly read aloud, regardless of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

E. Withdrawal of Proposals

Proposals may be withdrawn by written telegraphic or Fax request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any telegraphic or fax withdrawal over the signature of the bidder is placed in the mail postmarked prior to the time set for proposal opening. Negligence on the part of the bidder in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened.

No proposal shall be withdrawn for a period of thirty (30) days subsequent to the opening of the proposals without the consent of the Lake County Housing Authority.

F. Award of Contract/Rejection of Proposals

The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the Terms and Conditions set forth in the bid invitation package. The Lake County Housing Authority, however, reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of the Lake County Housing Authority. The Lake County Housing Authority reserves the right to reject the proposal of any bidder who has previously failed to perform properly on contracts of a similar nature or who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to material suppliers or employees.

G. Use of Lead Based Paint Prohibited

Any contractor awarded a contract for modernization shall comply with 24 CFR Part 35 which prohibits the use of lead based paint in any Lake County Housing Authority building or dwelling.

NON - COLLUSIVE AFFIDAVIT

(PRIME BIDDER)

State of ILLINOIS)ss

County of LAKE)ss

_____, being first duly sworn
(print name)

deposes and says:

That he is

(title of affiant ie: partner; title of office; individual owner)

of

(company name)

the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder, or to secure any of said bid price, or of that or any other bidder, or to secure any advantage against the Housing Authority of the County of Lake, Illinois, or any person interested in the proposed contract; and that all statements in said proposal or bid are true. The party making the foregoing proposal or bid will comply with all applicable State of Illinois laws and regulations and certifies that he is not barred from bidding on the Contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 as amended by Public Act 85-1295 prohibiting "Bid-rigging" or "Bid rotating".

Signature of bidder, if bidder is an individual;

Signature of partner, if bidder is a partnership;

Signature of officer, if bidder is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20

Notary Public

My commission expires _____, 20