

# OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE  
SECRETARY OF STATE



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## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

|             |               |
|-------------|---------------|
| File Number | 54298056      |
| Entity Name | CERNIGLIA CO. |
| Status      | ACTIVE        |

#### Entity Information

|                               |                      |
|-------------------------------|----------------------|
| Entity Type                   | CORPORATION          |
| Type of Corp                  | DOMESTIC BCA         |
| Incorporation Date (Domestic) | Friday, 27 June 1986 |
| State                         | ILLINOIS             |
| Duration Date                 | PERPETUAL            |

#### Agent Information

|             |   |
|-------------|---|
| Name        | LOUIS D NAPOLITANO III                      |
| Address     | 6 N 241 CIRCLE AVENUE<br>MEDINAH , IL 60157 |
| Change Date | Monday, 9 August 2010                       |

#### Annual Report

|             |                      |
|-------------|----------------------|
| Filing Date | Tuesday, 11 May 2021 |
| For Year    | 2021                 |

#### Officers

|                             |   |
|-----------------------------|---|
| President<br>Name & Address | LOUIS D. NAPOLITANO III 6N241CIRCLE AVE MEDINAH, IL 60157 |
| Secretary<br>Name & Address | RALPH CIMINO 260 FRIARS CTADDISON IL 60101                |

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**SECTION I**  
**REQUEST FOR BIDS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**2021 Watermain Valve Replacement Program**  
**Bid Number: 21-133**  
**Issuance Date: 8/4/21**

The Village of Oak Park (Village) will be accepting Bids from qualified contractors for improvements that consist of the removal and replacement of watermain valves ranging in size from 8" to 16", including removal and replacement of valve boxes and valve vaults, watermain fittings, sidewalk, curb and gutter, and pavement replacement, pavement or parkway restoration, and traffic control; and all appurtenant work thereto. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., until 3:00 p.m. local time on Thursday, August 19, 2021.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above or by calling 708-358-5700.

The Oak Park Public Works Center is open to the public. To hand deliver proposals, proposers may leave the proposals in the Public Works mailbox or drop off upstairs at Public Works during business hours Monday-Friday 7:30-4:00. There will not be a formal 'bid opening' for the contract. Electronic signatures will be accepted on all documents.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Water & Sewer Superintendent, Michael Bills at 708-358-5700 or [mbills@oak-park.us](mailto:mbills@oak-park.us).

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Project in substantially the form attached.

**Submission of Bids**

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 21-133 2021 Watermain Valve Replacement Program", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Michael Bills, Water & Sewer Superintendent  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

**\* A MANDATORY PRE-BID MEETING SHALL BE HELD ON WEDNESDAY, AUGUST 11, 2021 AT 10 AM AT THE CENTRAL PUMPING STATION (102 N. LOMBARD AVE. OAK PARK, IL 60302). THIS MEETING IS OCCURRING OUTSIDE, DRESS APPROPRIATELY. PROPOSALS RECEIVED FROM BIDDERS WHO DO NOT SEND A REPRESENTATIVE TO THE PRE-BID MEETING SHALL NOT BE CONSIDERED. \***

**SECTION II**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Bid:**

All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

**Award of Contract**

The Village will select a Contractor it determines most advantageous, considering cost, demonstrated competence, integrity, capacity to perform the services, quality of product, proposed plan of action and other qualifications for the type of services required. The Village also reserves the right to reject all Bids, to waive technicalities, and to accept any item of any Bid unless the Contractor includes a restrictive limitation. The Village may choose to inspect, investigate and interview Bidders before making a selection.

**Bid Bond**

The Bidder shall provide a Bid Bond in the amount of ten percent (10%) of total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work and provided the Contract Bond in an amount of twenty-five thousand dollars (\$25,000.00).

**Notice to Proceed**

Work shall begin within thirty days from the Notice to Proceed from the Village. All work shall be completed in accordance with the detailed specifications set forth herein this document.

**Award of Agreement**

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

**Costs of Preparation**

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

**Taxes not Applicable**

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

**Withdrawal of Bids:**

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

**Investigation of Contractors**

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

**Rejection of Contractor**

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

**Conditions**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

**Compliance with Applicable Laws**

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

**Governing Law**

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

**Subletting of Agreement**

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

**Interpretation of Agreement Documents:**

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will post the addendum on the Village website no later than 1:00 P.M on Monday August 16, 2021. All bidders will be responsible to check for any addenda. The Village will not assume responsibility for receipt of such addenda. In all cases, it will be the Contractor's responsibility for to obtain all addenda issued. Contractor's will provide written acknowledgment of receipt of each addendum issued with the Bid submission on the sealed bid envelope.

**Minority Business and Women Business Enterprise Requirements**

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

**Licenses**

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

**Prevailing Wage**

This work will require conformance with prevailing wage laws.

**No Collusion**

The Contractor must disclose any person, firm or entity that has an interest in this contract, including subcontractors. If at any time it shall be found that Contractor has colluded with any other person, firm, or corporation in procuring this Contract, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void

**Agreement**

The selected bidder shall enter into an Agreement with the Village to complete the project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the ContractBond within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XIII for a sample copy of the agreement.

**Contract Bond**

The successful bidder shall, within ten (10) calendar days after award of the bid, furnish a Contract Bond in the amount of twenty-five thousand dollars (\$25,000.00) for each contract awarded. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of

Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the Agreement to be executed. See section XII for a sample copy of the Contract Bond.

**Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

**Dispute Resolution**

The Village of Oak Park does not agree to mandatory arbitration of any dispute.

**Village and Park District of Oak Park Logo or Likeness Use**

The official logo of the Village or Park District of Oak Park is not to be used in any form. Use of the Village or Park District logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

**III**  
**GENERAL SPECIFICATIONS**

**Scope of Work**

The Village is seeking Bids from qualified contractors for contractors for improvements that consist of the removal and replacement of watermain valves ranging in size from 8" to 16", including removal and replacement of valve boxes and valve vaults, watermain fittings, sidewalk, curb and gutter, and pavement replacement, pavement or parkway restoration, and traffic control; and all appurtenant work thereto.

**Responsibility of Contractor**

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

**Extent of Services**

The Village reserves the right to award the contract to the lowest responsible bidder.

**Detail Specifications**

1. **Location of the Improvements**

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way. Specific locations will be assigned throughout the term of this contract.

2. **Project Schedule**

This Contract will be for on call work to be completed in 2021. The contractor shall complete the work within 10 calendar days upon notification by the Village. If Contractor declines the work or does not respond, the Village will contact the next lowest bidder. It will not be acceptable to delay completion of work in order to group or bundle work together.

**Project Timeline**

|                         |                                       |              |
|-------------------------|---------------------------------------|--------------|
| Project Advertising     | Wednesday, Aug 4, 2021                | Deadline for |
| Questions               | Friday, August 13, 2021 @ 8:00 A.M.   |              |
| Deadline for Addendum   | Tuesday, August 16, 2021 @ 1:00 P.M.  |              |
| Bid Opening             | Thursday, August 19, 2021 @ 3:00 P.M. |              |
| Contract Award          | Tuesday, Sept 7, 2021                 |              |
| Notice of Award         | Wednesday, Sept 8, 2021               |              |
| Preconstruction Meeting | Thursday, Sept 16, 2021               |              |
| Notice to Proceed       | Monday, Sept 20, 2021                 |              |

Any questions pertaining to the contract shall be submitted in writing to the contact person for this contract. Any major issues or clarifications shall be summarized and issued in an addendum form to be published on the Village website. No questions shall be accepted after 8:00 A.M. on Friday, August 13, 2021 with no addendum to be issued after 1:00 P.M. on Tuesday, August 16, 2021. It is the bidder's responsibility to check the Village website for any addenda related to this contract.

The contact person for this contract shall be MICHAEL BILLS, WATER & SEWER SUPERINTENDENT. Written questions shall be e-mailed to [MBILLS@oak-park.us](mailto:MBILLS@oak-park.us) with 2021 WATERMAIN VALVE REPLACEMENT PROGRAM in the subject line.

### 3. Reporting

The Bidder is responsible for keeping the Village updated on its work on a weekly basis. The Bidder will be required to provide the Village via email or in person a weekly report identifying the date the work was completed at each site was completed during the week as well as the materials used at the site. These reports are due before the close of business each Friday. Village staff will be spot checking locations each week.

### 4. Property Damage

The Bidder shall take great care to avoid damaging adjacent property, including sidewalk, fencing, landscape borders and landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

### 5. Idling of Equipment

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

### 6. Project Inspection

Upon Request the contractor must provide the location of crews working within the village. The Water & Sewer Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Water & Sewer Supervisor can be contacted at 708-358-5700.

### 7. Obstruction of Streets and Rights-of-Way

The bidder shall arrange to keep sidewalks open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

The bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect appropriate warning signs and furnish adequate barricades that identify the work zone for the motoring public and pedestrians.

#### 8. Accident Prevention

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Water & Sewer Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Water & Sewer Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

#### 9. Motorized Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Water & Sewer Superintendent while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and/or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the private property prior to operating or parking vehicles or equipment on or over private property.

#### 10. Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Water & Sewer Supervisor or Superintendent.

#### 11. Traffic Control Plan

Bidder's item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the watermain valve replacement.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

The governing factor in the execution and staging of work for their contract is to provide the motoring public with the safest possible travel conditions near the

work zone. The bidder shall arrange their operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

#### 12. Pedestrian Traffic Control

While the work under this contract is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately adjacent to the work site if there is a reasonable concern of harm to pedestrians.

#### **Alterations, Omissions and Extra Work**

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

#### **Method of Payment**

The Village of Oak Park will pay monthly, all undisputed invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

#### **Emergency Changes**

Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change in the Scope of Work will then be negotiated and executed for the work performed, and for work remaining, if any.

- **Minor Changes (Field Orders):** The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.
- **Changes Due to Unknown Conditions:** The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

#### **Correction of Work Prior To Final Payment**

The Village has the right to stop work if the Contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Contractor's work unacceptable, at the Village's election, the Contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of

defective or unacceptable work.

**Bidder's Representative**

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Village Manager or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

**Workers**

The bidders shall employ competent laborers and shall replace, at the request of the Director of Public Works any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

**Time of Work**

Bidder work will be completed during normal work days Monday-Friday 7:30-4:00.

**Dispute Resolution**

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

**Reporting Requirements**

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

**\* A MANDATORY PRE-BID MEETING SHALL BE HELD ON WEDNESDAY, AUGUST 11, 2021 AT 10 AM AT THE CENTRAL PUMPING STATION (102 N. LOMBARD AVE. OAK PARK, IL 60302). THIS MEETING IS OCCURRING OUTSIDE, DRESS APPROPRIATELY. PROPOSALS RECEIVED FROM BIDDERS WHO DO NOT SEND A REPRESENTATIVE TO THE PRE-BID MEETING SHALL NOT BE CONSIDERED. \***

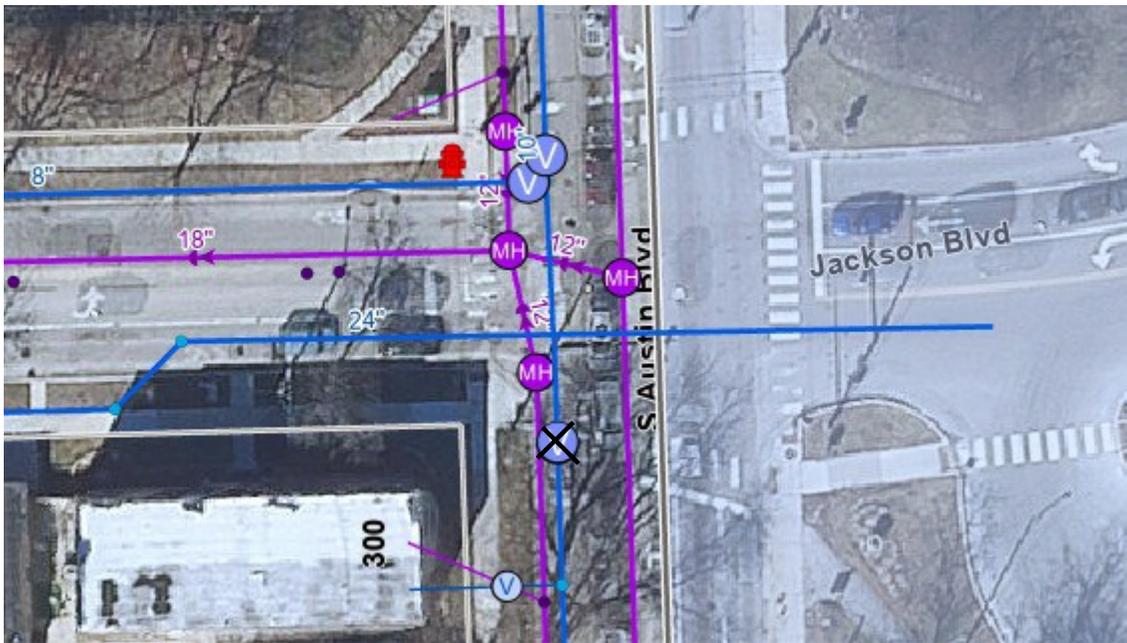
**Project 21-133**  
**Valve Replacement**

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Plans and Quantities

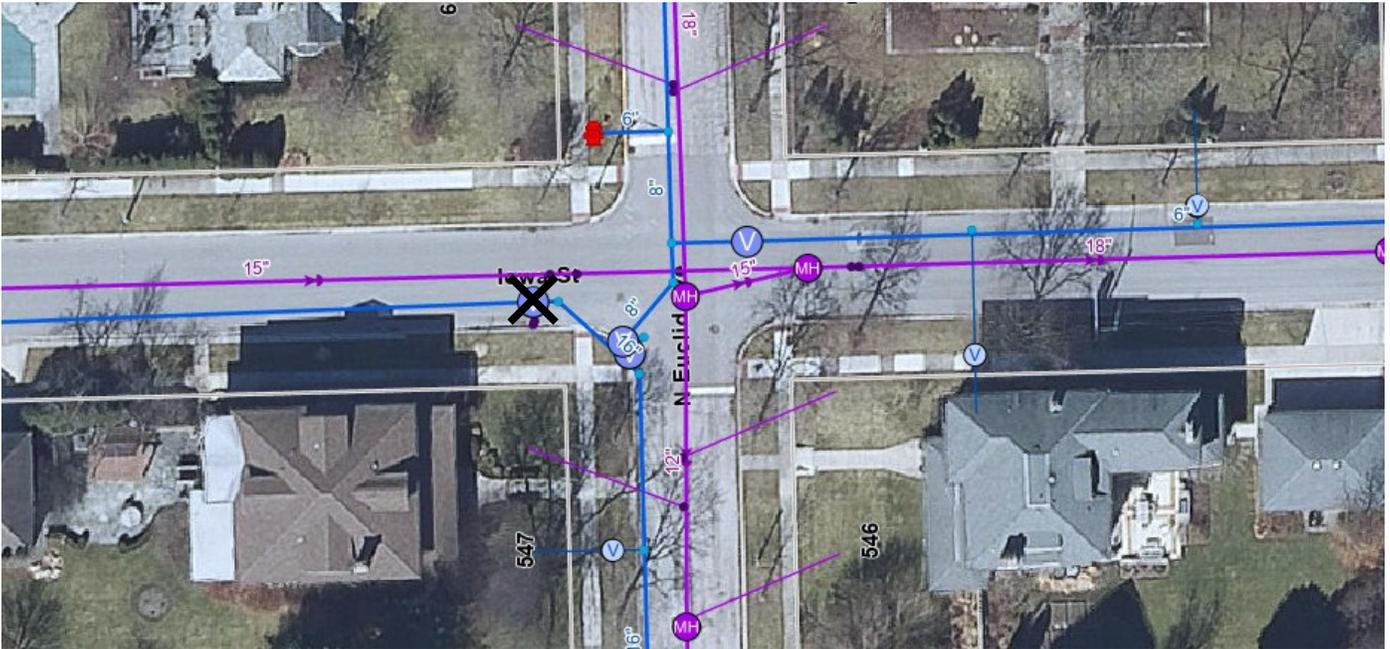
## Austin & Jackson 10" Valve

**Description:** Remove 10" valve & valve vault. Replace with 10" valve and valve-box



## Euclid & Iowa 16" Valve

Description: Remove & Replace 16" Valve and Valve-Box.



## Kenilworth & Randolph

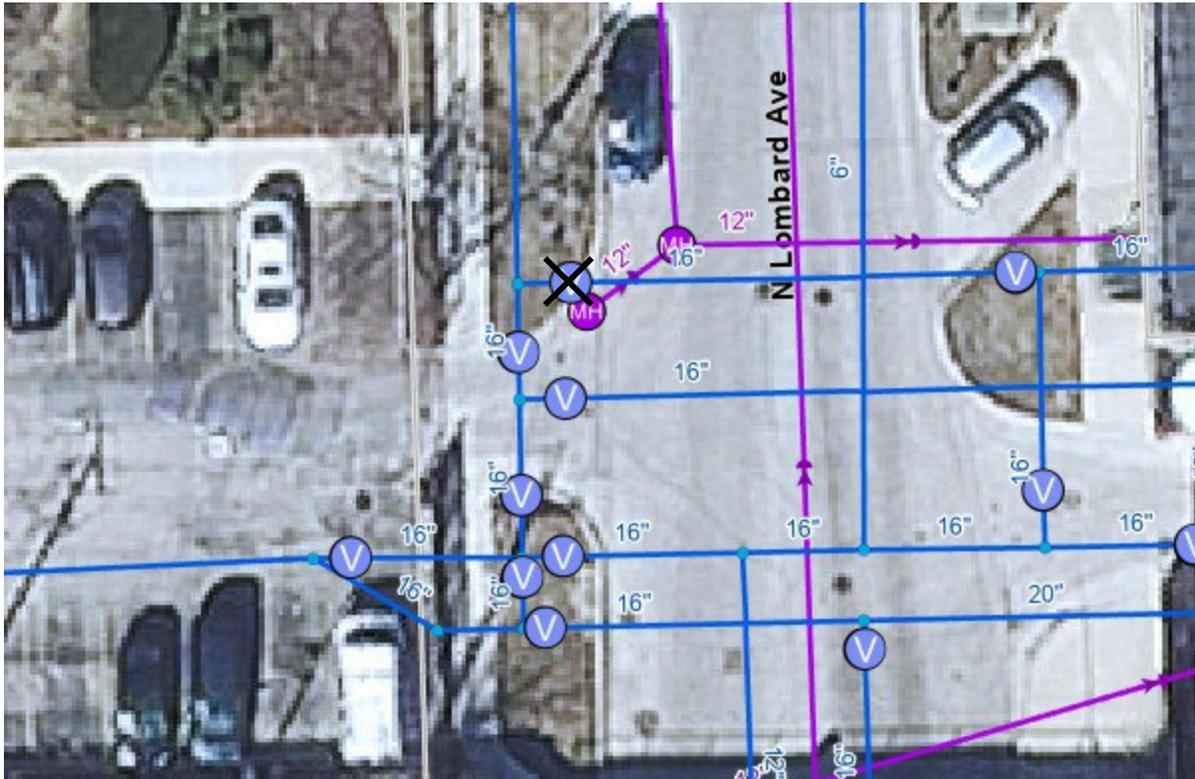
**Description:** Cut-out 12" Pressure connect valve and sleeve. Remove valve vault and Replace with 16x8 tee and 8" valve with valve-box



## Lombard & Lake (Central Pump Station)

### Description:

Remove & replace 16" valve and Valve box



VILLAGE OF OAK PARK

2021 SUPPLEMENTAL SPECIAL PROVISIONS

**General Requirements:** The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park, the attached Plans and Special Provisions, and the Illinois Department of Transportation “Standard Specifications for the Road and Bridge Constructions,” Adopted April 1, 2016 (hereinafter referred to as the “Standard Specifications”), the “Supplemental Specifications and Recurring Special Provisions,” adopted April 1, 2016 (as indicated on the check sheet included herein), the “Standard Specifications for Traffic Control Items”, and the latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways” in effect on the date of invitation for bids. Plan notes shall take precedence over specifications. Special Provisions are supplemental to said specifications, and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

**Completion of Contract:** All work, as specified, shall be completed by November 15, 2021.



## **INTRODUCTION AND GENERAL REQUIREMENTS**

The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park, the attached Plans and Special Provisions, the latest edition of the Standard Specifications for Water and Sewer Construction in Illinois (hereinafter referred to as the specifications and/or SSWSCI), the Illinois Department of Transportation Standard Specifications for the Road and Bridge Constructions adopted April 1, 2016 (hereinafter referred to as the standard specifications and/or SSRBC), the latest edition of the Supplemental Specifications and Recurring Special Provisions, the Standard Specifications for Traffic Control Items, and the latest edition of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways (hereinafter referred to as the MUTCD) in effect on the date of invitation for bids.

Plan notes shall take precedence over specifications. Special Provisions are supplemental to said specifications, and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

### **1. Existing Materials:**

During the progress of work involving this contract, certain existing structures, equipment and material shall be removed from service. All items deemed of value by the Engineer such as street furniture, brick pavers, lighting units, frames and covers, hydrants, roundways, valve boxes and other such salvageable material shall remain the property of the Village of Oak Park. The contractor shall collect and store said material on the job site for pick-up by the Village or as otherwise specified herein.

### **2. Sprinkling Systems:**

The contractor shall be careful not to damage sprinkling systems that may be located in parkways or lawns adjacent to the curbs and sidewalks, and any damage done to the sprinkling systems due to his negligence shall be repaired by the contractor at his expense to the satisfaction of the Engineer.

If adjustments to the sprinkling systems are needed due to pavement widening or change to the parkway grade, the Contractor shall retain a licensed irrigation contractor to make such adjustments. This work will be paid for separately as specified in this contract.

### **3. Storage of Materials and Equipment:**

At no time shall the contractor store material and equipment in areas other than specified by the Engineer. Any damage to sidewalks, curbs, trees, and parkways due to the negligence of the contractor shall be restored by the contractor at his own expense. No additional compensation shall be allowed the contractor for compliance with this requirement.

At no time shall the Contractor store material and equipment in parkway areas within tree "drip lines". The General Contractor is encouraged to protect these areas with construction fencing.

The contractor shall maintain during the entire construction period barricades and warning lights at all material storage areas and around parked construction equipment.

#### 4. Examination of Plans, Specifications, Special Provisions and Work:

The bidder shall comply with Sections 102 and 104 of the Standard Specifications relative to examination of the Plans, Specifications, Special Provisions and site(s) of work, and hereby is advised that due to the nature of the contract he/she should place special emphasis on inspection in detail of the site(s) of the proposed work and familiarization with all local conditions, traffic and otherwise, affecting the contract and the detailed requirements for construction.

#### 5. Existing Utilities:

The contractor shall call JULIE at telephone number: 1 (800) 892-0123 for location of underground utilities prior to beginning of construction so that buried services in the location of construction may be located and staked. Where adjustments of the utility frames are necessary, the contractor shall contact the respective utility company and plan for their adjustments.

The contractor shall also notify the Water and Sewer Division of the Village of Oak Park as well as the Street Lighting Division prior to the start of construction at any location. Any damage by the contractor to street light cables and water services shall be repaired or replaced by the contractor at his own expense.

The contractor shall make his own investigation to determine the existence, nature and location of all utility lines and appurtenances within the limits of the improvement.

The contractor shall be held responsible for any damage to existing utility lines and appurtenances resulting from the operations of his equipment or personnel. No extra compensation will be allowed to the contractor for any expense incurred because of delays, inconvenience or interruption to his work resulting from compliance with the above requirements.

#### 6. Cleaning Existing Structures:

All existing drainage structures shall be inspected by the contractor, together with the Engineer prior to starting construction and a record kept of their condition. All debris which accumulates in these structures during the time the contract is in force shall be removed and disposed of by the contractor at his own expense.

All debris and foreign matter found in existing drainage structures before construction operations start shall remain in place unless ordered removed by the Engineer. If the contractor is required to remove and dispose of this material, he will be paid in accordance with the provision of Article 109.04 of the Standard Specifications.

#### 7. Field Office and Field Laboratory:

Engineer's field office and field laboratory will not be required for this improvement.

#### 8. Use of Pesticides in Landscaping Work:

The Contractor is hereby notified that in the event pesticides are to be used in any of the landscape operations of this project, he and/or his subcontractors shall comply with the requirements of Village Code, Chapter 20, Article 10. This code requires the applicator to be licensed in the Village, that the area treated shall be posted at time of application, and the time and location be logged by the applicator.

The work necessary to fulfill these requirements as well as any license fees shall be considered incidental to all landscape-related pay items.

#### 9. Staging:

The contractor shall stage his work in such a way as to cause the least amount of disruption to local traffic access.

Specific pay items have been included in this project for the contractor to provide the necessary protection to the pavements so that safe and sufficient access to the area is not hampered.

#### 10. Maintenance of Roadways:

Beginning on the date that the contractor begins work on this project, he/she shall assume responsibility for the normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer. (E.g. pothole patching, street sweeping, refilling trenches over proposed installations, etc.)

Specific pay items have been included in this contract to assure that this maintenance work is performed to the satisfaction of the Village. We strongly urge the contractor to utilize these resources so as to reduce the inconvenience of the residents living in these construction areas.

#### 11. Concrete Breakers:

When removing pavement, curb and gutter, shoulder, and/or any other structures, the use of any type of concrete breakers which might damage underground public or private utilities will not be permitted. Under no circumstances will the use of a frost ball be permitted.

#### 12. Fine Aggregate for Portland Cement Concrete and Class SI Concrete:

The gradation for fine aggregate for Portland Cement Concrete and Class SI Concrete shall conform to gradation FA 2 as called for under Article 1003.02(c) of the Standard Specifications.

#### 13. Cooperation by Contractor and Weekly Progress Meetings:

Attention is hereby focused on Article 105.06 of the Standard Specifications with regards to the Contractor having on site at all times "A competent English Speaking Superintendent". This superintendent shall be able to be reached at all times including the days when only subcontractors are working on the site. All work instructions shall be channeled through the superintendent.

Weekly progress meetings will be conducted in the Engineer's office. These meetings will focus on the work slated for the upcoming week and highlight of work completed the prior week. If work is found to be progressing smoothly, these meetings may be scheduled every other week.

#### 14. Work Hours and Scheduling Layout of Lines and Grades:

The Village of Oak Park Code restricts construction to the hours of 7:00 A.M. and 6:00 P.M., 7 days a week. No equipment may be started on any part of the project prior to 7:00 A.M. Violations of this code are subject to Police enforcement and subsequent fines as outlined in the code.

The contractor shall notify the Resident Engineer a full 48 hours in advance of any layout and/or grade requests. Any requests for layout and grades that are made less than 48 hours in advance will require payment of premium time for the Resident Engineer and Engineering Technician. Such costs will be billed directly to the contractor at a rate of \$75.00 per hour per staff members.

#### 15. Working in the Area of Existing Parkway Trees:

No nails or tacks of any sort shall be used for installing temporary "No Parking" signs on any trees. The contractor shall notify the Village Forester of any potential conflicts between their equipment and parkway trees. The Village Forester will determine the course of action necessary to reduce such conflict. Any excavation which disturbs tree roots shall be brought to the attention of the Village Forester. In the event roots need to be

trimmed, hand tools (saw, axe) capable of making a clean, smooth cut shall be used to trim such roots. This work shall be considered incidental to the contract.

#### 16. Street Closures and Parking Conflicts:

The Village of Oak Park requires notice of street closures. The Contractor must notify the Police Dept. and Fire Dept. of these closures. When the Contractor will be working on a block that requires closure and/or changes to parking restrictions they must coordinate with the Parking Services Dept. to develop an alternate parking plan for permitted parkers and provide information and notice so residents/permitted parkers are aware of their alternatives.

#### 17. Pavement Markings:

Prior to applying thermoplastic pavement markings, the existing pavement markings shall be removed.

#### 18. Use of Fire Hydrants:

If the Contractor desires to use water from fire hydrants, meters and keys shall be obtained from Water and Sewer Department with a deposit.

Fire hydrants shall be accessible at all times to the Fire Department. No materials or other obstructions shall be placed closer to a fire hydrant than 15 (fifteen) feet. Any arrangements of less than 15 feet must be approved by the Fire Department.

## **COORDINATION AND SCHEDULING**

### **Coordination and Scheduling**

This project consists of watermain valve replacement at various locations around town. The village will shut down the watermain sufficient for the contractor to perform the work. The contractor shall schedule the work to minimize disruption and inconvenience for water users, pedestrians, and vehicular traffic.

The contractor shall notify the village a minimum of five (5) days in advance of any detour installation.

## **CONTINGENCY CASH ALLOWANCE**

The CONTINGENCY CASH ALLOWANCE is included to fund compliance with Clean Construction Demolition Debris (CCDD) regulations, unanticipated underground utility conflicts, and changes in contract scope. It shall be used as necessary for professional services, permit costs, additional material handling, exploration trenches and additional work approved by the Village of Oak Park which cannot be precisely determined prior to contract bidding. The Lump Sum price of \$5,000 must be included in all contract bids.

## **Valve Removal & Replacement**

### **Description**

This work shall consist of removing and replacing a valve where excavation is required or specified to replace the existing valve. The diameter of the proposed valve is typically, but not always, the same as the existing valve.

All valves shall comply with Section 42 of the SSWSCI unless indicated otherwise by these special provisions. Fittings shall comply with Section 40-2.05A of the SSWSCI.

### **Construction Requirements**

Valves shall be resilient wedge gate valves rated for 250 PSIG cold water working pressure, have a ductile iron body with a modified wedge disc, have mechanical joint ends unless otherwise specified, and be a non-rising stem type valve. The valve shall be manufactured in accordance with AWWA Standard C515. Mechanical joint ends shall comply with AWWA Standard C111 and ANSI Standard A21.11 specifications.

Flanged ends shall comply with ANSI/AWWA C110/A21.10. Gate valves shall be epoxy coated according to AWWA C550. Nuts, bolts, and washers shall be Grade 304L annealed stainless steel. Valves 14-inch diameter and larger shall be installed horizontally and include an enclosed bevel gear actuator.

The contractor shall excavate down to the existing valve and remove/dispose of the existing valve vault or valve box. The existing watermain shall be cut as close to the body of the existing valve as practical, and the old valve shall be removed and disposed of. The condition of the existing watermain and location of nearby utilities shall be evaluated to determine the exact location of the new valve, and then the gap in the existing watermain shall be widened as necessary to provide for installation of the new cut-in valve and fittings.

In-line valve replacements shall be MJ x MJ unless indicated otherwise on the plans or by the Engineer. Tapping valve replacements shall be MJ x F and connect directly to the existing tapping tee. Fittings shall consist of a cut-in sleeve, Hymax, or Dual purpose coupling of the sizes necessary for proper installation, but may vary depending upon individual site requirements.

#### Basis of Payment

This work shall be paid for at the contract unit price per each for VALVE REM & REPL for the specified diameter of the proposed valve, and shall include all valves, fittings, individual watermain lengths of two feet or less, and gaskets necessary for complete installation. When individual watermain lengths greater than two feet are required, only that length of watermain in excess of two feet shall be paid for separately. Removal of existing valve boxes or valve vaults and construction of new valve boxes or valve vaults shall be paid for separately.

### **Watermain Removal & Replacement**

#### Description

This work shall consist of removing watermain and replacing with new watermain as called for in the plans or directed by the Engineer.

#### Construction Requirements

The contractor shall remove and dispose of existing watermain pipe, valves, fittings and trench spoil. New pipe shall be Class 52 DIP watermain and shall generally follow the alignment of the pre-existing watermain. New watermain shall include all fittings necessary for proper connections to the existing watermain, as well as 8-mil polyethylene encasement over new pipe and fittings. Installation of polyethylene encasement shall comply with ANSI/AWWA-C111/A21.5. Watermain bedding depth shall be a minimum of 4 inches CA-6 gradation aggregate.

Fittings shall have restrained joints such as EBAA Iron "megalug" where adjoining pipe is new ductile iron. Hymax, or Dual purpose sleeve shall be used where adjoining pipe is existing cast iron. The trench shall be the proper width for the new watermain diameter, and shall be backfilled and compacted with CA-6 aggregate up to the surface elevation.

Pressure testing of new watermain, valves, or fittings will not be required. New watermain joints shall be

wiped dry and visually inspected after opening the new watermain to the village water distribution system. If any leaks are found the contractor shall make repairs as necessary until all leaks are eliminated.

#### Basis of Payment

This work shall be paid for at the contract unit price per foot for WATERMAIN REMOVAL AND REPLACEMENT for the specified diameter of the proposed watermain, and shall include removal of watermain pipe/valves/fittings, construction of new pipe/fittings/polyethylene encasement, thrust blocks, and compacted CA-6 trench backfill required due to watermain construction and/or structure removal. Measurement for payment shall include the laying length of pipe, valves, and fittings of the proposed watermain.

Pavement/parkway removal and restoration shall be paid for separately. Removal of existing valve boxes or valve vaults and construction of new valve boxes or valve vaults shall be paid for separately.

### **WATERMAIN DISINFECTION**

#### Description

This work shall consist of performing disinfection of short sections of newly constructed watermain pipe, valves, and fittings.

#### Construction Requirements

Disinfection shall conform to AWWA Standard C651-05. A representative of the Village must be onsite at all times that disinfection work is being performed. Only Village personnel will be allowed to operate existing valves.

The contractor shall keep the excavation/trench dewatered to prevent water from entering new or existing watermain prior to installation of the new watermain components. The contractor shall visually inspect the interior of all pipe and fittings and remove any foreign matter. The interior of all new pipe, fittings and valves shall be swabbed with a one percent (1%) sodium hypochlorite solution before installation. All new valves shall be closed during the swabbing operation to ensure that the sodium hypochlorite solution is applied to the faces of the valve gate, and then re-opened prior to installation. The contractor shall throw two crushed 1-inch chlorine tablets into each section of existing watermain prior to installing the new valve and fittings.

Tablets shall have 90% available chlorine.

Immediately after construction of the new valve/watermain is completed, the watermain shall be flushed out through a nearby fire hydrant. The Village will determine the sequence of valve operations and which hydrant will be used for flushing purposes. All new valves shall be operated to close half-way during the flushing operation and then returned to the fully-open position.

The Village shall have a representative onsite to check the free chlorine residual of the flushed water.

Flushing shall be performed to achieve the highest water velocity possible and shall continue until the water runs steady and clear and is found to have a free chlorine residual of 0.75 – 2.00 mg/l. The fire hydrant shall then be closed slowly over a 2-minute time period to reduce the potential for water hammer.

Swabs shall be stored in a clean and covered container when not in use. The contractor shall supply new sodium hypochlorite solution daily.

### Basis of Payment

Watermain disinfection shall not be paid for separately, but shall be incidental to the watermain items being constructed.

### Structure Removal

#### Description

This work shall consist of excavation, removal, and disposal of existing valve boxes or valve vaults.

#### Construction Requirements

The contractor shall excavate down to the existing valve and remove/dispose of the existing valve box or valve vault. Sufficient excavation and shoring shall be performed to allow for construction of the new valve box or valve vault.

In general valves located beneath a roadway shall have a new valve vault constructed around them. The contractor shall notify the Engineer upon commencement of excavation work so that existing underground utilities may be inspected to determine if there is room to construct a valve vault. The contractor shall always have a valve box onsite for use if the Engineer determines that a valve vault cannot be constructed.

All excavated material shall be disposed of in a proper manner. The contractor shall schedule his work such that pavement removal, valve replacement, and construction of the new valve box or valve vault shall be completed the same day. No excavations within two feet of a roadway shall be left open overnight – such excavations shall be backfilled prior to the end of each day or plated in a manner to be approved by the Engineer.

### Basis of Payment

This work shall be paid for at the contract unit price per each for VALVE BOX REMOVAL or VALVE VAULT REMOVAL, including excavation and proper disposal of excavated material, shoring, and construction fencing or plating. Construction of new valve boxes or valve vaults, traffic control, and pavement/parkway removal and replacement shall be paid for separately. No additional compensation shall be allowed for situations where existing conditions prohibit the construction of a valve vault.

## **TRENCH BACKFILL**

### **Description**

This item consists of backfilling trenches and excavations with crushed stone in accordance with Section 208 of the Standard Specifications and as amended by this special provision.

### **Construction**

All trenches and excavation shall be backfilled to the natural line of finished surface with virgin crushed stone conforming to CA-6 gradation. FA 1 or FA 2 sand shall be used as trench backfill when requested by the Engineer for backfilling areas intended for landscaping. This item shall also include removal and disposal of trench backfill material as necessary to allow for the proper thickness of pavement patching or landscaping. Valve No. 007-40251 located on Harlem Ave at the Augusta St Intersection is to be backfilled with CLSM Material.

During any one working day, the contractor shall excavate such trenches that will have the pipe/structure installed and backfilled during that day. **No trench or excavation shall be left open at the end of the working day; it shall be temporarily backfilled until construction resumes.** Immediately following the backfilling of trenches or excavations, all excavated material shall be hauled off the job site and disposed of properly by the contractor at his own expense. Compaction of the trench backfill material shall be done in accordance with Article 550.07 of the Standard Specifications, Method 1 only.

The pavement area shall be cleaned by the contractor. Cleaning shall be done by mechanical and/or hand sweeping or by washing down the areas with water. If deemed necessary by the Engineer for dust control, the contractor shall wash the pavement with water on a daily basis. In the event that this work is not complied with as directed by the Engineer, the Village may arrange for pavement cleaning with in-house forces or a hired private contractor, and all monies that the Village pays to have this work done will be deducted from the total cost of work under this contract.

### **Basis of Payment**

Trench Backfill shall not be paid for separately, but shall be considered incidental to the watermain or structure item being constructed.

## **SAW-CUTTING**

### **Description**

This work shall be performed at all locations to separate pavement, curb, and sidewalk scheduled for removal.

### **Construction**

The contractor shall cut a full-depth joint between the portion of the pavement or curb to be removed

and that to be left in place with a concrete sawing machine. This will take place:

- At locations where the pavement or surface is scheduled for removal and replacement, including but not limited to pavement patching, surface planning /milling, butt joints, sidewalks, or driveways.
- On alleys or driveways 25 inches from back-of-curb line of existing combination curb & gutter.
- At locations where the pavement or surface is scheduled for removal and replacement, including but not limited to locations over proposed utility installations as follows:
  - over sewer lines as per Sewer/Water Trench Detail
  - at manholes, valve vaults, and catch basins - 10' x 10' square
  - at frames to be adjusted - 5' x 5' square
  - at valve boxes to be adjusted - 2' x 2' square
  - at valve boxes to be adjusted with new top section - 3' x 3' square

Only wet saw-cutting is allowed. The Contractor shall remove the resulting sludge from areas around drainage structures and crosswalks.

#### Basis of Payment

This work shall be paid for at the contract unit price per foot for SAW-CUTTING of pavement, curb, and sidewalk which price shall include all labor, equipment and materials required to perform this work as specified herein. No additional compensation shall be allowed for cutting of steel reinforcement.

### **EPOXY COATED TIE BAR NO.6**

#### Description

This item consists of furnishing and installing tie bars into existing full-depth curb, concrete, or concrete sub-base pavements in accordance with Article 420.05(b) and as amended by this special provision.

#### Material and Construction Requirements

Tie bars shall be bar size No.6, epoxy-coated, and 24 inches long. The contractor shall drill and grout tie bars at the mid-depth of the vertical edge of adjacent existing concrete. Tie bars shall be placed at 30-inch centers and have an embedment depth of 8 inches. Tie bars shall be placed only after the pavement subgrade or sub-base has been compacted and trimmed.

#### Basis of Payment

Payment for this work will be made at the contract unit price each for "EPOXY COATED TIE BAR NO.6", complete and in place.

### **COMBINATION CURB & GUTTER REMOVAL AND REPLACEMENT TYPE B-6.12 (MODIFIED)**

### Description

This item shall consist of removing existing concrete combination curb & gutter and replacing with Combination Concrete Curb and Gutter, Type B-6.12 (modified), in accordance with Section 606 of the Standard Specifications and Highway Standard 606001, except as modified herein.

### Construction Requirements

The existing curb & gutter shall be saw-cut full depth prior to removal.

The height of the curb face shall be variable (3"-6") in accordance with the plan profiles, or as established by the Engineer in the field. Transverse expansion and contraction joints shall be constructed as directed by the Engineer and/or according to the details shown on the plans. The Contractor to use 2x10 lumber boards for curb front edge framing.

The external surface of the concrete shall be thoroughly worked during the operation of placing in such manner as to work the mortar against the forms to produce a smooth finish free of honeycomb and with minimum water and air pockets. Air pockets as well as other rough places, dents and holes, shall be neatly pointed with mortar.

The excavation behind the back of the new curb construction shall be backfilled and compacted to the required elevation with selected material free of large pieces of broken concrete or other foreign material. The area shall be compacted with a mechanical tamping device to assure proper density to reduce effects of possible future settlement.

### Basis of Payment

This work will be measured and paid for at the contract unit price per foot as COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT, TYPE B-6.12 (MODIFIED), in accordance with Section 606 of the standard specifications and as specified herein. Saw-cutting shall be paid for separately.

### Pavement Restorations

#### Description

This work shall consist of pavement patching in accordance with Section 442 of the Standard Specifications as amended in this special provision. This pay item shall be used for both full-depth concrete pavement and for concrete base course to be overlaid by a HMA surface course.

## Construction Requirements

The pavement shall be saw cut full-depth prior to removal. No. 6 epoxy coated tie bars of the lengths specified shall be installed on all transverse and longitudinal joints into the adjacent existing concrete curb, pavement, or concrete base course.

Concrete shall be high-early-strength, with a design compressive strength of 3500 PSI at 3 days. Polypropylene fibers (fibrillated) with a fiber length of 0.75 inches shall be added to the concrete mix at a rate of 1.5 pounds per cubic yard. The contractor shall submit a concrete mix design for approval at the pre-construction meeting.

The intent of pavement patching is to match the existing pavement thickness of sub-base and surface or minimum 9" concrete followed by 3" HMA.

## Basis of Payment

This work shall be paid for at the contract unit price per square yard for and shall also include pavement removal and pavement curing. SAW-CUTTING, TIE BARS, and CONCRETE SEALER (for full-depth concrete pavement) shall be paid for separately.

## **TRAFFIC CONTROL AND PROTECTION**

Traffic control shall be in accordance with the applicable sections of the SSRBC, the applicable guidelines contained in the Illinois MUTCD, these special provisions, and any special details and Highway Standards contained herein.

Prior to beginning work, the Contractor will furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer in accordance with Article 108.01 of the SSRBC. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The Village Engineering Division will provide the contractor contact information for its representative regarding the Traffic Control Plan.

Special attention is called to Articles 107.09 and 107.14 of the SSRBC and the following 1) Highway Standards, 2) Supplemental Specifications and Supplemental Special Provisions, and 3) other special provisions relating to traffic control.

- 1) Article 107, 701, and 702 of the Standard Specifications
- 2) Utility work zone traffic control standards and guidelines

The contractor shall maintain through traffic at all times during the work period and shall furnish all necessary signs, markings, cones, barricades, warning lights, flagmen and other traffic control devices as shown on the attached drawings and/or as directed by the Engineer. Routes and signage plans for any

detour routes must be pre-approved by the Engineer at least 48 hours prior to implementation.

Barricades and/or cones used for channelization or delineation and warning signs shall be set up in the direction of the traffic flow and removed in reverse order. Lane closure signs and flagmen signs shall be erected prior to barricades and/or cones and remain in place until such time as all traffic control devices have been removed from the pavement. All vehicles and/or non-operating equipment shall be parked at least eight (8') feet from the moving traffic lanes during working hours. Privately owned vehicles of the contractors workers will not be allowed to park within the construction zone at any time.

During non-working hours, all vehicles and equipment shall be parked in an area approved by the Engineer. Work zone signs referring to temporary lane closures used during working hours shall be removed or covered during non-working hours. Flashing lights installed above the first two signs on each approach to a work area involving a night-time lane closure shall be high intensity units. These units shall operate 24 hours per day. Open flame burners will not be permitted. All traffic control devices shall meet the approval of the Engineer.

#### BASIS OF PAYMENT

This item will be paid for at the contract lump sum price for **TRAFFIC CONTROL AND PROTECTION** which shall be payment in full for compliance with the above requirements and for all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain, and remove all traffic control devices as specified herein.

#### PARKWAY RESTORATION

##### GENERAL

This work shall consist of preparing the ground surface, furnishing and applying topsoil, seed, fertilizer, mulch, and initial watering.

##### RESTORATION

All work shall be in accordance with the applicable sections of Articles 250, 251, and 1081 of the Standard Specifications.

- A. Excavated areas shall be backfilled to an elevation of 4" below the proposed grade with suitable materials from the job site or materials hauled in by the contractor. Such fill materials shall consist of clay, fine granular materials or other materials approved by the Engineer, but in no case shall those materials contain broken concrete, rocks or stones with a dimension larger than one (1) inch. The balance of fill up to proposed grade line shall consist of topsoil.
- B. Areas damaged by any construction equipment or storage of materials shall be raked to remove any foreign materials and shall be cultivated to a depth of 3" by roto-tilling. Excessive vegetation shall be raked out and topsoil shall be placed over

these areas as necessary to meet the proposed grade.

The proposed grade of the parkway shall be a true line from the sidewalk to the top of the nearest street curb unless directed otherwise by the Engineer. If a change at the sidewalk or curb line occurs, the parkway shall be re-graded in accordance with procedures defined in Paragraph B above. Parkway preparation shall also include removal of adjacent dead or damaged turf as necessary to create a clean appearance to the restoration work. After topsoil has been placed and graded, it shall be rolled with hand rollers to a firm density.

Seed shall be a salt-tolerant lawn mixture, Class 1A, and shall be lightly raked into the soil to create good soil/seed contact. A fertilizer/mulch mixture shall be applied at a rate of 7.5 pounds per 100 square feet and given an initial watering of 20 gallons per 100 square feet. The fertilizer/mulch mixture shall be PennMulch, as manufactured by Lebanon Seaboard Corporation, or approved equal.

#### BASIS OF PAYMENT

This work shall be measured in place and be paid for at the contract unit price per square yard for PARKWAY RESTORATION, which price shall include all labor, equipment and material to complete the work as specified in these Special Provisions.

**IV**  
**Bid Form (Pricing)**

| <u>No</u> | <u>Pay item</u>                                 | <u>Unit</u> | <u>Total</u> | <u>Unit Price</u> | <u>Total</u> |
|-----------|---|-------------|--------------|-------------------|--------------|
| 1         | Valve Removal & Replace, 10"                    | EA          | 1            |                   |              |
| 2         | Valve Removal 12" & Replace, 8"                 | EA          | 1            |                   |              |
| 3         | Valve Removal & Replace, 16"                    | EA          | 2            |                   |              |
| 4         | Watermain Removal & Replacement 8"              | LF          | 8            |                   |              |
| 5         | Watermain Removal & Replacement 16"             | LF          | 16           |                   |              |
| 6         | Valve Box Removal                               | EA          | 2            |                   |              |
| 7         | Valve Vault Removal                             | EA          | 2            |                   |              |
| 8         | Valve Box                                       | EA          | 4            |                   |              |
| 9         | Combination Curb & Gutter Removal & Replacement | LF          | 15           |                   |              |
| 10        | Parkway restoration                             | SF          | 30           |                   |              |
| 11        | Saw Cutting-Full Depth<br>(PVMT,Curb,Sidewalk)  | LF          | 160          |                   |              |
| 12        | Pavement Restoration (9" Concrete & 3"HMA)      | SY          | 44.44        |                   |              |
| 13        | Epoxy Coated Tie Bar No. 6                      | EA          | 48           |                   |              |
| 14        | Traffic Control & Protection                    | LS          | 1            |                   |              |
| 15        | Cash Contingency                                | LS          | 1            |                   | 5,000        |

Total: \_\_\_\_\_

**Bid Form (Pricing Continued)**

\_\_\_\_\_  
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: \_\_\_\_\_/\_\_\_\_/2021

\_\_\_\_\_  
Organization Name (Seal - If Corporation)

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_ in the State of \_\_\_\_\_. My Commission  
Notary Public

Expires on \_\_\_\_/\_\_\_\_/\_\_\_\_\_

**BID FORM CONTINUED**

Complete Applicable Paragraph Below

(a) Corporation

The bidder is a corporation, which operates under the legal name of \_\_\_\_\_ and is organized and existing under the laws of the State of \_\_\_\_\_. The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

The corporation does have a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership

Names, Signatures, and Addresses of all Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of \_\_\_\_\_, which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_.

(c) Sole Proprietor

The bidder is a Sole Proprietor whose full name is \_\_\_\_\_. If the bidder is operating under a trade name, said trade name is \_\_\_\_\_, which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_.

Signed: \_\_\_\_\_  
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**MUNICIPAL QUALIFICATION REFERENCE SHEET**

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

**MUNICIPALITY** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT** \_\_\_\_\_  
**PHONE** \_\_\_\_\_  
**WORK** \_\_\_\_\_  
**PERFORMED** \_\_\_\_\_

**MUNICIPALITY** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT** \_\_\_\_\_  
**PHONE** \_\_\_\_\_  
**WORK** \_\_\_\_\_  
**PERFORMED** \_\_\_\_\_

**MUNICIPALITY** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT** \_\_\_\_\_  
**PHONE** \_\_\_\_\_  
**WORK** \_\_\_\_\_  
**PERFORMED** \_\_\_\_\_

**MUNICIPALITY** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT** \_\_\_\_\_  
**PHONE** \_\_\_\_\_  
**WORK** \_\_\_\_\_  
**PERFORMED** \_\_\_\_\_

V  
**BIDDER CERTIFICATION**

\_\_\_\_\_, as part of its Bid on an agreement for 2021 Watermain Valve Replacement Program for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of aviolation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

\_\_\_\_\_  
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -

**VI**  
**TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says:

that he/she is \_\_\_\_\_ of  
(partner, officer, owner, etc.)

\_\_\_\_\_  
(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
(name of bidder if the bidder is an individual)  
(name of partner if the bidder is a partnership)  
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -

**VII**  
**ORGANIZATION OF BIDDING FIRM**

**Please fill out the applicable section:**

**A. Corporation:**

The Contractor is a corporation, legally named \_\_\_\_\_ and is organized and existing in good standing under the laws of the State of \_\_\_\_\_. The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent Name and Address: \_\_\_\_\_

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Contractor is a Partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_

Signature of Owner

**SECTION VIII**  
**BID BOND**

WE \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_  
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of ten percent (10%) of Bid Price , as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020.

PRINCIPAL

\_\_\_\_\_  
(Company Name) (Company Name)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)

**BID BOND CONTINUED**

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

**SECTION IX**  
**COMPLIANCE AFFIDAVIT**

I, \_\_\_\_\_, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) \_\_\_\_\_ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: \_\_\_\_\_

Name and address of Business: \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

- Notary Public Seal -

\_\_\_\_\_  
<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

**SECTION X**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: \_\_\_\_\_

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

\_\_\_\_\_ Number of full-time employees

\_\_\_\_\_ Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EEO REPORT**

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name \_\_\_\_\_

Total Employees \_\_\_\_\_

| Job Categories       | Total Employees | Total Males | Total Females | Males |          |                                  |                          | Females |          |                                  |                          | Total Minorities |
|----------------------|-----------------|-------------|---------------|-------|----------|----------------------------------|--------------------------|---------|----------|----------------------------------|--------------------------|------------------|
|                      |                 |             |               | Black | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander | Black   | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander |                  |
| Officials & Managers |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Professionals        |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Technicians          |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Sales Workers        |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Office & Clerical    |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Semi-Skilled         |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Laborers             |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Service Workers      |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| <b>TOTAL</b>         |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Management Trainees  |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Apprentices          |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the \_\_\_\_\_  
 (Name of Person Making Affidavit) (Title or Officer)

of \_\_\_\_\_ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 ( Signature )

\_\_\_\_\_  
 ( Date )

**SECTION XI**  
**NO BID EXPLANATION**

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

Bid Name: **Project No. 21-133; 2021 Water Valve Replacement Program**

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

**XII**  
**CONTRACT BOND**  
**(For Reference – Do Not Fill Out)**

**Contract Bond**

\_\_\_\_\_, as PRINCIPAL, and  
\_\_\_\_\_ as SURETY, are held and firmly bound unto the  
Village of Oak Park (hereafter referred to as "Village") in the penal sum of  
\_\_\_\_\_, well and truly to be paid to the  
Village, for the payment of which its heirs, executors, administrators, successors and assigns,  
are bound jointly to pay to the Village under the conditions of this instrument.

**WHEREAS**, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

**NOW THEREFORE**, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect

**CONTRACT BOND CONTINUED**

whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

**IN WITNESS WHEREOF**, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**NAME OF PRINCIPAL**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public



## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (“Contract”) is entered into on this \_\_\_\_ day of August, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and TBD., an Illinois Corporation (hereafter the “Contractor”).

**WHEREAS**, Contractor submitted a Bid dated August 19, 2020 a copy of which is attached hereto and incorporated herein by reference, to provide Watermain Valve Replacements (hereinafter referred to as the “Work”) for the public right-of-ways in the Village (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Bids dated August 4, 2021, incorporated herein by reference as though fully set forth; and

**WHEREAS**, the Contractor represented in said Bid that it has the necessary personnel, experience, and competence to promptly complete the Project and the work required hereunder (hereinafter referred to as the “Work”); and

**WHEREAS**, it is the intent of the Village and Contractor that the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

### **1. RECITALS INCORPORATED**

The above recitals are incorporated herein as though fully set forth.

### **2. SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed TBD (“Contract Price”). The Contractor shall complete the Project in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Bids, the Contractor’s Bid and this Contract, all of which together shall constitute the Contract Documents. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the Contract

Documents, and that the Project will be free from defects.

The Contractor shall achieve completion of all work required pursuant to the Contract Documents by TBD ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete any or all portions of the Project pursuant to the Contract Documents in a timely fashion, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

### **3. DESIGNATED REPRESENTATIVES**

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

### **4. TERM OF CONTRACT**

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending November 15, 2021.

## 5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

## 6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed

up to the date of termination.

## **7. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of Workers Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

## **8. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

## **9. INSURANCE**

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village

before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

|                   |                 |
|-------------------|-----------------|
| General Aggregate | \$ 2,000,000.00 |
| Each Occurrence   | \$ 1,000,000.00 |
| Personal Injury   | \$ 1,000,000.00 |

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:  
Combined Single Limit \$1,000,000.00

(D) **Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$5,000,000.00

(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection 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 Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

**10. GUARANTY**

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

**11. AFFIDAVIT OR CERTIFICATE**

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

**12. NOTICES**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by email or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

**To the Village:**

Village Manager  
Village of Oak Park  
123 Madison St.  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To the Contractor:**

Email:

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**13. AUTHORITY TO EXECUTE**

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

**14. EFFECTIVE DATE**

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

**15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS**

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein

provided.

**16. INDEPENDENT CONTRACTOR**

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

**17. CONTRACT BOND**

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount five thousand (\$25,000.00) dollars as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

**18. PREVAILING WAGES**

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers,

workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers (“Indemnified Parties”) against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney’s fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney’s fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

**19. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

**20. AMENDMENTS AND MODIFICATIONS**

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**21. NON-WAIVER OF RIGHTS**

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**22. CONFLICT**

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

**23. HEADINGS AND TITLES**

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

**24. COOPERATION OF THE PARTIES**

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

**25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES**

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**26. CERTIFIED PAYROLL**

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

**27. EQUAL OPPORTUNITY EMPLOYER**

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of

income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

In the event of the Contractor’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**28. STANDARD OF CARE**

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County’s minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village’s Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant

received by the Village or the Contractor with respect to this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

**VILLAGE OF OAK PARK**

**CERNIGLIA, CO.**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina Waters  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021



The Village of Oak Park  
Village Hall  
123 Madison Street  
Oak Park, Illinois 60302

708.383.6400  
Fax 708.383.6692  
village@oak-park.us  
www.oak-park.us

August 4, 2021

To: All Prospective Bidders

Village of Oak Park  
Watermain Valve Replacement Program  
Project Number: 21-133  
Addendum No. 1

To Whom It May Concern:

This addendum is posted in accordance with Section II of the Village of Oak Park's Request for Bids (RFB) for Project Number: 21-133, Watermain Valve Replacement Program. All Bidders will be responsible to check for any addenda. The Village will not assume responsibility for receipt of such addenda. In all cases, it will be the Bidders' responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of this addendum with the Bid submission on the sealed bid envelope.

The Village has updated the Bid Form with a higher Pavement Restoration, Saw-Cutting, and Epoxy Tie bars Quantity

For questions, please contact Michael Bills, 708.358.5730, [mbills@Oak-Park.US](mailto:mbills@Oak-Park.US)

**IV**  
**Bid Form (Pricing)**

| <u>No</u> | <u>Pay item</u>                                 | <u>Unit</u> | <u>Total</u> | <u>Unit Price</u> | <u>Total</u> |
|-----------|---|-------------|--------------|-------------------|--------------|
| 1         | Valve Removal & Replace, 10"                    | EA          | 1            |                   |              |
| 2         | Valve Removal 12" & Replace, 8"                 | EA          | 1            |                   |              |
| 3         | Valve Removal & Replace, 16"                    | EA          | 2            |                   |              |
| 4         | Watermain Removal & Replacement 8"              | LF          | 8            |                   |              |
| 5         | Watermain Removal & Replacement 16"             | LF          | 16           |                   |              |
| 6         | Valve Box Removal                               | EA          | 2            |                   |              |
| 7         | Valve Vault Removal                             | EA          | 2            |                   |              |
| 8         | Valve Box                                       | EA          | 4            |                   |              |
| 9         | Combination Curb & Gutter Removal & Replacement | LF          | 15           |                   |              |
| 10        | Parkway restoration                             | SF          | 30           |                   |              |
| 11        | Saw Cutting-Full Depth<br>(PVMT,Curb,Sidewalk)  | LF          | 160          |                   |              |
| 12        | Pavement Restoration (9" Concrete & 3"HMA)      | SY          | 44.44        |                   |              |
| 13        | Epoxy Coated Tie Bar No. 6                      | EA          | 48           |                   |              |
| 14        | Traffic Control & Protection                    | LS          | 1            |                   |              |
| 15        | Cash Contingency                                | LS          | 1            |                   | 5,000        |

Total: \_\_\_\_\_

*Addendum No. 1 Higher quantities*





August 9, 2021

To: All Prospective Bidders

Village of Oak Park  
Watermain Valve Replacement Program  
Project Number: 21-133  
Addendum No. 2

1. Please removed the strike through language in the section below and add the underline language:

**III GENERAL SPECIFICATIONS – Detail Specifications: 2. Project Schedule**

This Contract will be for ~~on-call work~~ Watermain Valve Replacement Program to be completed in 2021. The contractor shall complete the work within 10 calendar days upon notification by the Village. If Contractor declines the work or does not respond, the Village will contact the next lowest bidder. It will not be acceptable to delay completion of work in orderto group or bundle work together.

2. Please remove the strike through language in the section below

**2021 Supplemental Special Provisions – Trench Backfill: Construction**

All trenches and excavation shall be backfilled to the natural line of finished surface with virgin crushed stone conforming to CA-6 gradation. FA 1 or FA 2 sand shall be used as trench backfill when requested by the Engineer for backfilling areas intended for landscaping. This item shall also include removal and disposal of trench backfill material as necessary to allow for the proper thickness of pavement patching or landscaping. ~~Valve No. 007-40251 located on Harlem Ave at the Augusta St Intersection is to be backfilled with CLSM Material.~~

3. Please removed the strike through language in the section below and add the underline language for the revised timeline schedule:

**III GENERAL SPECIFICATIONS – Detail Specifications: 2. Project Schedule- Project Timeline**

|                               |   |
|-------------------------------|---|
| Project Advertising           | Wednesday, Aug 4, 2021 <del>Deadline for</del>                  |
| <u>Deadline for</u> Questions | Friday, August 13, 2021 @ 8:00 A.M                              |
| Deadline for Addendum         | Tuesday, August 16, 2021 @ 1:00 P.M. Bid                        |
| Opening                       | Thursday, August 19, 2021 @ 3:00 P.M.                           |
| Contract Award                | <del>Tuesday, Sept 7, 2021</del> <u>Monday Sept 20, 2021</u>    |
| Notice of Award               | <del>Wednesday, Sept 8, 2021</del> <u>Tuesday Sept 21, 2021</u> |
| Preconstruction Meeting       | <del>Thursday, Sept 16, 2021</del> <u>Monday Sept 27, 2021</u>  |
| Notice to Proceed             | <del>Monday, Sept 20, 2021</del> <u>Thursday Sept 30, 2021</u>  |

4. Please remove page **V - Bidder Certification** and replace with New Bidder Certification Sheet attached to this addendum

For questions, please contact Michael Bills, 708.358.5730, [mbills@Oak-Park.US](mailto:mbills@Oak-Park.US)

V  
**BIDDER CERTIFICATION**

\_\_\_\_\_, as part of its Bid on an agreement for 2021 Watermain Valve Replacement Program for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

\_\_\_\_\_  
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public's Signature

- Notary Public Seal -

**LEGAL NOTICE**

The Village of Oak Park will receive sealed bids from qualified contractors at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **3:00 p.m. on Thursday, August 19, 2021** for the following:

**Village of Oak Park  
2021 Watermain Valve Replacement Program  
Bid Number: 21-133**

Bid documents may be obtained from the Village's website at <http://www.oak-park.us/bid>. For questions, please call Public Works at (708) 358-5700 during the above hours.

**SECTION VIII**

**BID BOND**

WE Cerniglia Company, 3421 Lake Street, Melrose Park, IL 60160

as PRINCIPAL, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of ten percent (10%) of Bid Price, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19th day of August 2021 A.D. ~~2020~~.

PRINCIPAL

Cerniglia Company

(Company Name)

(Company Name)

By: 

(Signature & Title)

**LOUIS NAPOLITANO, PRESIDENT**

By: \_\_\_\_\_

(Signature & Title)

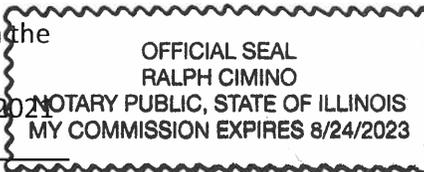
(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)

**BID BOND CONTINUED**

Subscribed to and Sworn before me on the

19th day of August, 2021

Ralph Cimino  
Notary Public



**NAME OF SURETY** travelers Casualty and Surety Company of American

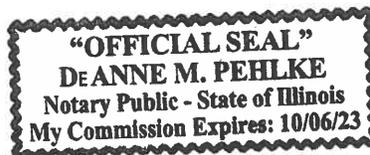
By: Kimberly R. Holmes  
Signature of Attorney-in-Fact

Kimberly R. Holmes

Subscribed to and Sworn before me on the

19th day of August, 2021.

DeAnne M. Pehlke  
Notary Public





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly R. Holmes** of LISLE Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of August, 2021



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**SECTION I**  
**REQUEST FOR BIDS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**2021 Watermain Valve Replacement Program**

**Bid Number: 21-133**

**Issuance Date: 8/4/21**

The Village of Oak Park (Village) will be accepting Bids from qualified contractors for improvements that consist of the removal and replacement of watermain valves ranging in size from 8" to 16", including removal and replacement of valve boxes and valve vaults, watermain fittings, sidewalk, curb and gutter, and pavement replacement, pavement or parkway restoration, and traffic control; and all appurtenant work thereto. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., until 3:00 p.m. local time on Thursday, August 19, 2021.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above or by calling 708-358-5700.

The Oak Park Public Works Center is open to the public. To hand deliver proposals, proposers may leave the proposals in the Public Works mailbox or drop off upstairs at Public Works during business hours Monday-Friday 7:30-4:00. There will not be a formal 'bid opening' for the contract. Electronic signatures will be accepted on all documents.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Water & Sewer Superintendent, Michael Bills at 708-358-5700 or [mbills@oak-park.us](mailto:mbills@oak-park.us).

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Project in substantially the form attached.

**Submission of Bids**

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 21-133 2021 Watermain Valve Replacement Program", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Michael Bills, Water & Sewer Superintendent  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

**\* A MANDATORY PRE-BID MEETING SHALL BE HELD ON WEDNESDAY, AUGUST 11, 2021 AT 10 AM AT THE CENTRAL PUMPING STATION (102 N. LOMBARD AVE. OAK PARK, IL 60302). THIS MEETING IS OCCURRING OUTSIDE, DRESS APPROPRIATELY. PROPOSALS RECEIVED FROM BIDDERS WHO DO NOT SEND A REPRESENTATIVE TO THE PRE-BID MEETING SHALL NOT BE CONSIDERED. \***



August 9, 2021

To: All Prospective Bidders

Village of Oak Park  
Watermain Valve Replacement Program  
Project Number: 21-133  
Addendum No. 2

1. Please removed the strike through language in the section below and add the underline language:

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|                               |   |
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| Preconstruction Meeting       | <del>Thursday, Sept 16, 2021</del> <u>Monday Sept 27, 2021</u>  |
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4. Please remove page V - Bidder Certification and replace with New Bidder Certification Sheet attached to this addendum

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The Village of Oak Park  
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123 Madison Street  
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Fax 708.383.6692  
village@oak-park.us  
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August 4, 2021

To: All Prospective Bidders

Village of Oak Park  
Watermain Valve Replacement Program  
Project Number: 21-133  
Addendum No. 1

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Cerviglia Co.

**IV**  
**Bid Form (Pricing)**

| <u>No</u> | <u>Pay item</u>                                 | <u>Unit</u> | <u>Total</u> | <u>Unit Price</u>  | <u>Total</u>       |
|-----------|---|-------------|--------------|--------------------|--------------------|
| 1         | Valve Removal & Replace, 10"                    | EA          | 1            | 21000 <sup>-</sup> | 21000 <sup>-</sup> |
| 2         | Valve Removal 12" & Replace, 8"                 | EA          | 1            | 22000 <sup>-</sup> | 22000 <sup>-</sup> |
| 3         | Valve Removal & Replace, 16"                    | EA          | 2            | 26000 <sup>-</sup> | 52000 <sup>-</sup> |
| 4         | Watermain Removal & Replacement 8"              | LF          | 8            | 30 <sup>-</sup>    | 240 <sup>-</sup>   |
| 5         | Watermain Removal & Replacement 16"             | LF          | 16           | 80 <sup>-</sup>    | 1280 <sup>-</sup>  |
| 6         | Valve Box Removal                               | EA          | 2            | 855 <sup>-</sup>   | 1710 <sup>-</sup>  |
| 7         | Valve Vault Removal                             | EA          | 2            | 1200 <sup>-</sup>  | 2400 <sup>-</sup>  |
| 8         | Valve Box                                       | EA          | 4            | 610 <sup>-</sup>   | 2440 <sup>-</sup>  |
| 9         | Combination Curb & Gutter Removal & Replacement | LF          | 15           | 60 <sup>-</sup>    | 900 <sup>-</sup>   |
| 10        | Parkway restoration                             | SF          | 30           | 10 <sup>-</sup>    | 300 <sup>-</sup>   |
| 11        | Saw Cutting-Full Depth (PVMT,Curb,Sidewalk)     | LF          | 160          | 20 <sup>-</sup>    | 3200 <sup>-</sup>  |
| 12        | Pavement Restoration (9" Concrete & 3"HMA)      | SY          | 44.44        | 200 <sup>-</sup>   | 8888 <sup>-</sup>  |
| 13        | Epoxy Coated Tie Bar No. 6                      | EA          | 48           | 9 <sup>-</sup>     | 432 <sup>-</sup>   |
| 14        | Traffic Control & Protection                    | LS          | 1            | -                  | 28000 <sup>-</sup> |
| 15        | Cash Contingency                                | LS          | 1            | -                  | 5,000 <sup>-</sup> |

Cerviglia Co acknowledges  
Addenda 1 & 2

Total: \$ 149,990<sup>00</sup>

Robert Cimino  
Corp Sec'y

Addendum No. 1 Higher quantities

**Bid Form (Pricing Continued)**

LOUIS NAPOLITANO  
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: 8 / 19 / 2021

CERNIGLIA CO  
Organization Name (Seal - If Corporation)

By:

  
Authorized Signature

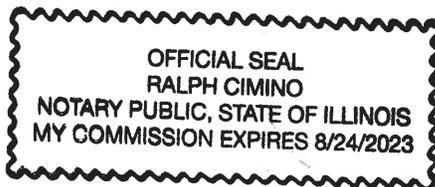
3421 LAKE ST, MELROSE PK, ILL 60160  
Address

708 343 8586  
Telephone

Subscribed and sworn to before me this 19<sup>TH</sup> day of AUGUST, 2021.

Ralph Cimino in the State of ILLINOIS. My Commission  
Notary Public

Expires on 8 / 24 / 2023



**BID FORM CONTINUED**

Complete Applicable Paragraph Below

(a) **Corporation**

The bidder is a corporation, which operates under the legal name of

CERNIGLIA CO and is organized and existing under the laws of the State of ILLINOIS. The full names of its Officers are:

President LOUIS NAPOLITANO

Secretary RALPH CIMINO

Treasurer DOMINIC NAPOLITANO

The corporation does have a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) **Partnership**

Names, Signatures, and Addresses of all Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of \_\_\_\_\_, which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_.

(c) **Sole Proprietor**

The bidder is a Sole Proprietor whose full name is \_\_\_\_\_. If the bidder is operating under a trade name, said trade name is \_\_\_\_\_, which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_.

Signed: \_\_\_\_\_

  
~~Sole Proprietor~~ LOUIS NAPOLITANO, PRESIDENT

In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**MUNICIPAL QUALIFICATION REFERENCE SHEET**

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

MUNICIPALITY OAK PARK  
ADDRESS 201 SOUTH BLVD  
OAK PARK IL 60302  
CONTACT BILL MCKENNA  
PHONE 708.358.5700  
WORK # 21-20  
PERFORMED # 19-17

MUNICIPALITY SCHILLER PARK  
ADDRESS 9524 W IRVING PK ROAD  
SCHILLER PARK, IL 60176  
CONTACT TONY ANZER  
PHONE 847 671 8554  
WORK 2020 WM PROJECT  
PERFORMED

MUNICIPALITY OAKBROOK TERRACE  
ADDRESS 17 W 275 BUTTERFIELD RD  
OAKBROOK TERRACE, IL 60181  
CONTACT CRAIG WARD  
PHONE 630 941 1651  
WORK MIDWEST RD WM PROJECT  
PERFORMED

MUNICIPALITY LEYDEN TOWNSHIP  
ADDRESS 2501 N MANNHEIM RD  
FRANKLIN PARK, IL 60131  
CONTACT JOHN BJORVIK  
PHONE 847 455 8416  
WORK 2020 WM PROJECT  
PERFORMED

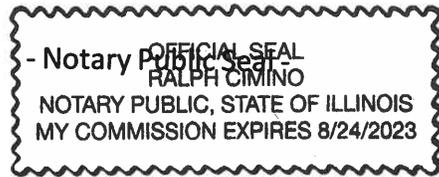
**BIDDER CERTIFICATION**

CERNIGLIA CO, as part of its Bid on an agreement for 2021 Watermain Valve Replacement Program for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of aviolation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

  
\_\_\_\_\_  
(Authorized Agent of bidder selected)  
LOUIS NAPOLITANO, PRESIDENT

Subscribed and sworn to before me this 19<sup>TH</sup> day of AUGUST, 2021.

  
\_\_\_\_\_  
Notary Public's Signature



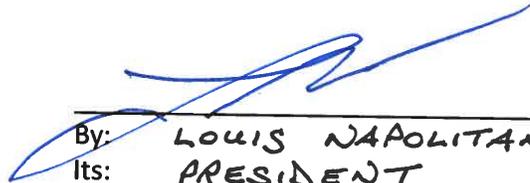
VI  
**TAX COMPLIANCE AFFIDAVIT**

LOUIS NAPOLITANO, being first duly sworn, deposes and says:

that he/she is PRESIDENT of \_\_\_\_\_  
(partner, officer, owner, etc.)

CERNIGLIA CO  
(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

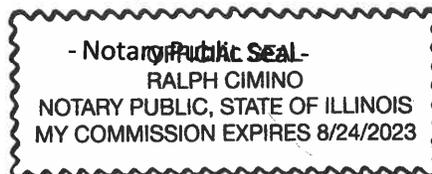
  
By: LOUIS NAPOLITANO  
Its: PRESIDENT

~~\_\_\_\_\_  
(name of bidder if the bidder is an individual)~~  
~~\_\_\_\_\_  
(name of partner if the bidder is a partnership)~~  
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 19<sup>TH</sup> day of AUGUST, ~~2020~~ 2021

Ralph Cimino  
Notary Public's Signature



**VII**  
**ORGANIZATION OF BIDDING FIRM**

Please fill out the applicable section:

**A. Corporation:**

The Contractor is a corporation, legally named CERNIGLIA CO and is organized and existing in good standing under the laws of the State of ILL. The full names of its Officers are:

President LOUIS NAPOLITANO

Secretary RALPH CIMINO

Treasurer DOMINIC NAPOLITANO

Registered Agent Name and Address: 3421 LAKE ST, MELROSE PARK, IL 60160

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

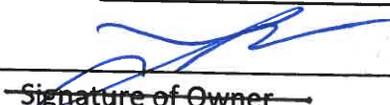
The Contractor is a Partnership which operates under the name \_\_\_\_\_  
The following are the names, addresses and signatures of all partners:

|           |           |
|-----------|-----------|
|           |           |
|           |           |
| Signature | Signature |

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

  
\_\_\_\_\_  
~~Signature of Owner~~  
LOUIS NAPOLITANO  
PRESIDENT

**SECTION IX**  
**COMPLIANCE AFFIDAVIT**

I, LOUIS NAPOLITANO, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) PRESIDENT of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: \_\_\_\_\_

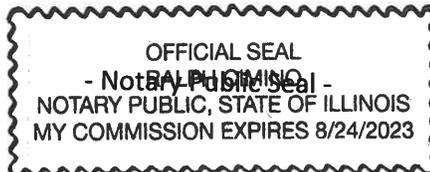
Name and address of Business: CERNIGLIA CO, 3421 LAKE ST, MELROSE PK, IL 60160

Telephone 708 343 8586

E-Mail LN@CERNIGLIACO.COM

Subscribed to and sworn before me this 19<sup>TH</sup> day of AUGUST, ~~2020~~ 2021

Galpa Cimino  
Notary Public



<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

**SECTION X**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: CERNIGLIA CO

2. Check here if your firm is:

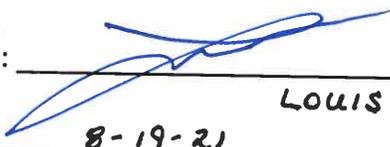
- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

10 Number of full-time employees  
\_\_\_\_\_ Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature:  \_\_\_\_\_  
Date: 8-19-21      LOUIS NAPOLITANO, PRESIDENT

**EEO REPORT**

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report.

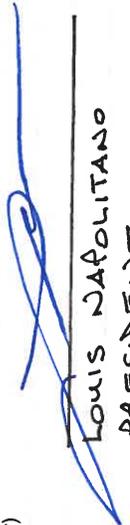
Contractor Name CERANIGLIA CO

Total Employees 10

| Job Categories       | Total Employees | Males       |               |       |          | Females                          |                          |       |          | Total Minorities |                                  |                          |   |
|----------------------|-----------------|-------------|---------------|-------|----------|----------------------------------|--------------------------|-------|----------|------------------|----------------------------------|--------------------------|---|
|                      |                 | Total Males | Total Females | Black | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander | Black | Hispanic |                  | American Indian & Alaskan Native | Asian & Pacific Islander |   |
| Officials & Managers | 1               | 1           |               |       |          |                                  |                          |       |          |                  |                                  |                          |   |
| Professionals        | 1               | 1           |               |       |          |                                  |                          |       |          |                  |                                  |                          |   |
| Technicians          |                 |             |               |       |          |                                  |                          |       |          |                  |                                  |                          |   |
| Sales Workers        |                 |             |               |       |          |                                  |                          |       |          |                  |                                  |                          |   |
| Office & Clerical    | 1               |             | 1             |       |          |                                  |                          |       |          |                  |                                  |                          |   |
| Semi-Skilled         |                 |             |               |       |          |                                  |                          |       |          |                  |                                  |                          |   |
| Laborers             | 7               | 7           |               |       |          |                                  |                          |       |          |                  |                                  |                          | 2 |
| Service Workers      |                 |             |               |       |          |                                  |                          |       |          |                  |                                  |                          |   |
| TOTAL                | 10              | 9           | 1             |       |          |                                  |                          |       |          |                  |                                  |                          | 2 |
| Management Trainees  |                 |             |               |       |          |                                  |                          |       |          |                  |                                  |                          |   |
| Apprentices          |                 |             |               |       |          |                                  |                          |       |          |                  |                                  |                          |   |

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

LOUIS NAPOLITANO being first duly sworn, deposes and says that he/she is the PRESIDENT  
 (Name of Person Making Affidavit) (Title or Officer)

  
LOUIS NAPOLITANO  
 PRESIDENT

be relied upon. Subscribed and sworn to before me this 19<sup>TH</sup> day of AUGUST, 2021  
 OFFICIAL SEAL  
RALPH CIMINO  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 8/24/2023

Ralph Cimino  
 (Signature)  
8-19 (Date)  
 MY COMMISSION EXPIRES 8/24/2023

**SECTION XI**  
**NO BID EXPLANATION**

N/A

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

**Bid Name: Project No. 21-133; 2021 Water Valve Replacement Program**

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

**XII**  
**CONTRACT BOND**  
**(For Reference – Do Not Fill Out)**

**Contract Bond**

\_\_\_\_\_, as PRINCIPAL, and  
\_\_\_\_\_ as SURETY, are held and firmly bound unto the  
Village of Oak Park (hereafter referred to as "Village") in the penal sum of  
\_\_\_\_\_, well and truly to be paid to the  
Village, for the payment of which its heirs, executors, administrators, successors and assigns,  
are bound jointly to pay to the Village under the conditions of this instrument.

**WHEREAS**, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

**NOW THEREFORE**, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect

**CONTRACT BOND CONTINUED**

whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

**IN WITNESS WHEREOF**, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**NAME OF PRINCIPAL**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public



## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (“Contract”) is entered into on this \_\_\_\_ day of August, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and TBD., an Illinois Corporation (hereafter the “Contractor”).

**WHEREAS**, Contractor submitted a Bid dated August 19, 2020 a copy of which is attached hereto and incorporated herein by reference, to provide Watermain Valve Replacements (hereinafter referred to as the “Work”) for the public right-of-ways in the Village (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Bids dated August 4, 2021, incorporated herein by reference as though fully set forth; and

**WHEREAS**, the Contractor represented in said Bid that it has the necessary personnel, experience, and competence to promptly complete the Project and the work required hereunder (hereinafter referred to as the “Work”); and

**WHEREAS**, it is the intent of the Village and Contractor that the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

**1. RECITALS INCORPORATED**

The above recitals are incorporated herein as though fully set forth.

**2. SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed TBD (“Contract Price”). The Contractor shall complete the Project in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Bids, the Contractor’s Bid and this Contract, all of which together shall constitute the Contract Documents. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the

Contract Documents, and that the Project will be free from defects.

The Contractor shall achieve completion of all work required pursuant to the Contract Documents by TBD ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete any or all portions of the Project pursuant to the Contract Documents in a timely fashion, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

### **3. DESIGNATED REPRESENTATIVES**

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

### **4. TERM OF CONTRACT**

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending November 15, 2021.

**5. PAYMENT SCHEDULE**

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

**6. TERMINATION**

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen

(14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

**7. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of Workers Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

**8. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

**9. INSURANCE**

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

|                   |                 |
|-------------------|-----------------|
| General Aggregate | \$ 2,000,000.00 |
| Each Occurrence   | \$ 1,000,000.00 |
| Personal Injury   | \$ 1,000,000.00 |

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all

owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:  
Combined Single Limit \$1,000,000.00

**(D) Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$5,000,000.00

(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection 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 Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

**10. GUARANTY**

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

**11. AFFIDAVIT OR CERTIFICATE**

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

**12. NOTICES**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by email or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

**To the Village:**

Village Manager  
Village of Oak Park  
123 Madison St.  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To the Contractor:**

Email:

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**13. AUTHORITY TO EXECUTE**

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

**14. EFFECTIVE DATE**

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

**15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS**

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or

interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

**16. INDEPENDENT CONTRACTOR**

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

**17. CONTRACT BOND**

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount five thousand (\$25,000.00) dollars as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

**18. PREVAILING WAGES**

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of

any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

**19. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

**20. AMENDMENTS AND MODIFICATIONS**

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**21. NON-WAIVER OF RIGHTS**

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or

practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**22. CONFLICT**

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

**23. HEADINGS AND TITLES**

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

**24. COOPERATION OF THE PARTIES**

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

**25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES**

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**26. CERTIFIED PAYROLL**

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

**27. EQUAL OPPORTUNITY EMPLOYER**

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 (“Human Rights”) of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

In the event of the Contractor’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

## **28. STANDARD OF CARE**

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County’s minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village’s Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative

action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

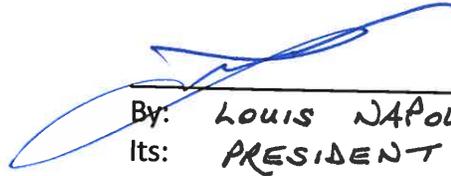
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

**VILLAGE OF OAK PARK**

**CERNIGLIA, CO.**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

  
\_\_\_\_\_  
By: LOUIS NAPOLITANO  
Its: PRESIDENT

Date: \_\_\_\_\_, 2021

Date: 8-19, 2021

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina Waters  
Its: Village Clerk

  
\_\_\_\_\_  
By: RALPH CIMINO  
Its: CORPORATE SECRETARY

Date: \_\_\_\_\_, 2021

Date: 8-19, 2021