

Village of Oak Park  
Department of Public Works  
Administration Division

**MEMORANDUM**

TO: Cara Pavlicek, Village Manager

FROM: John P. Wielebnicki, Public Works Director 

Cc: Ken Crowley, Superintendent of Fleet Services

RE: C. D. E. Body Shop II, Inc. Independent Contractor Agreement

DATE: January 22, 2021

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The Fleet Services division, not having an onsite body shop, requires the services of a full-service body shop for vehicle accident repairs. In December 2020 staff sent out seven Request For Bids for 2021 body work. The request was also placed in the legal posting in the Wednesday Journal and on the Village website.

One response was received. Historically it has been a challenge to acquire responses for this service and the pandemic has increased the difficulty. The bid summary is attached. C. D. E. Body Shop II, Inc. from Tinley Park/Mokena IL was the only responsive bidder. C. D. E. Body Shop has good municipal references and a newer state of the art facility. The manager has worked with us with a different vendor in the past.

The Fiscal Year 2021 Fleet Services budget provides funds for service to cover these expenses. In the past we have spent approximately \$20,000.00 to \$25,000.00 from accounts no. 1001-43900-(731/732/733/734)-530667 for Body work.

Attached for your consideration is an Independent Contractor Agreement between the Village and C.D.E. Body Shop in the amount of \$25,000.00, for work in 2021.

Please let me know if you have any questions.

Thank you.

Body Shop Bid Summary 12/4/20		Truck Hourly Rate	Auto Hourly Rate	Parts Discount	Mechanical Repairs?	Pick up/Drop off
Accurate Auto	(773) 725-7704					
Bump City	(708) 524-9777					
CDE Collision	(708) 532-7400	\$50.00	\$50.00	5%	Y	Y
Crash Champions	(708) 479-4321					
Kards Inc	(847) 931-0333					
Service King	(708) 524-2950					
Stelton	(708) 386-3392					



## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter "Contract" or "Agreement") is entered into on the 14 day of January, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and C. D. E. Body Shop II, Inc., an Illinois corporation (hereinafter referred to as the "Contractor").

**WHEREAS**, Contractor submitted a Proposal dated December 3, 2020, a copy of which is attached hereto and incorporated herein by reference, to provide Auto/Truck Body and Collision Repairs (hereinafter referred to as the "Work") pursuant to the Village's Request for Proposals dated November 18, 2020, incorporated herein by reference as though fully set forth; and

**WHEREAS**, the Contractor represented in said Proposal 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**, 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 unit bid prices in an amount not to exceed \$25,000.00 ("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.

### **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 Public Works Director 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**

The term shall be from the effective date as defined herein to December 31, 2021. The Village shall have the right to renew this Agreement on an annual basis for two (2) optional one (1) year terms (January 1 to December 31).

If the Village renews this Contract for an applicable additional one (1) year term, the Contractor shall provide the Village with notice of its agreement to the term in a form acceptable to the Village indicating that it continues to be eligible to contract with units of local government and it continues to be eligible to contract with units of local government and it shall meet all applicable terms of this Contract. If the Contractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the changes in its certification status. Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to

this Contract at the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

## **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 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
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(D) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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(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 and 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 personal service, or by email transmission 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 60302-4272  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To Contractor:**

Charles E. Freiberg Owner CEO  
C.D.E. Body Shop II, Inc.  
7400 Duvan Dr.  
Tinley Park Illinois 60477  
Email: [cfreiberg@cdecollisioncenters.com](mailto:cfreiberg@cdecollisioncenters.com)

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. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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 Contract and any signatures thereon will be considered for all purposes as an original.

**24. 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.

**25. 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.

**[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



By: Cara Pavlicek  
Its: Village Manager

Date: 1/29, 2021

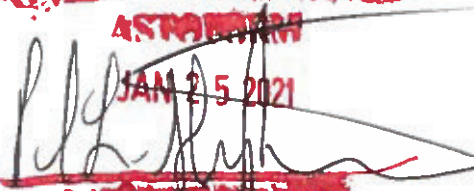
C. D. E. BODY SHOP II, INC.




By: CHARLES FREIBERG  
Its: President

Date: 2/9, 2021

ATTEST

**REVIEWED AND APPROVED**  
**ASTORIA**  
  
**JAN 25 2021**  
**LAW DEPARTMENT**



By: TIM HETFLEITER  
Its: Regional MANAGER

Date: 2/9, 2021

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

Village of Oak Park  
2021 Auto/Truck Body and Collision Repair Bid Number: 21-103  
Issuance Date: November 18, 2020

The Village of Oak Park will receive Bids from experienced vendors for auto/truck body and collision repairs during the calendar year 2021 pursuant to this Request for Bids. Sealed 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. local time until 3:00 p.m. on Friday, December 4, 2020.

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.

Due to COVID-19 separation protocols, the Oak Park Public Works Center is closed to the public. To hand deliver proposals, proposers may leave their proposals in the Public Works mailbox or call 708.358.5700 and a representative will accept the bid package at the door. 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 Fleet Services Superintendent, Ken Crowley CAFM, CPFP, at 708-358-5700 or [kcrowley@oak-park.us](mailto:kcrowley@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 work 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: 21-103, 2021 Auto/Truck Body and Collision Repair", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Ken Crowley CAFM, CPFP, Fleet Services Superintendent  
Public Works Department  
201 South Blvd.  
Oak Park, IL 60302

In responding to this Request for Bids the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.



**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.

**Contract Term**

The initial contract term shall be from the date of award to December 31, 2021.

**Contract Renewal**

The term of this Contract may be extended in writing for up to two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

**Rate Adjustment**

The Contractor shall be permitted to adjust its rates subject to one (1) adjustment annually, effective on the anniversary date of this Contract. Written notice to the Village from the Contractor must be provided for any annual rate adjustment providing the basis for the requested increase and supporting document justification within thirty (30) days prior to the anniversary date. The annual adjustment shall be based upon 100% of the percentage of change of the index published in November (as defined below) as compared to the November index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's rates for services provided under this Contract in any year. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and terminate the remaining term of this Contract.

**Notice to Proceed**

Work shall begin within fourteen (14) 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.

**Recertification**

If the Village renews the contract for an additional one year term, the Bidder will provide the Village with a renewed certification in the form in Section IX indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

**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. 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 a familiarity with this category of work. 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 no later than 3:00 P.M. on Wednesday, November 25, 2020. 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 Addenda on the Village website no later than 3:00 P.M. on Monday, November 30, 2020. 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 to obtain all addenda issued. Contractors 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.

#### Agreement

The selected bidder shall enter into an Agreement with the Village to complete the work in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned 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 XII for a sample copy of the agreement.

#### 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. 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.

### **SECTION III**

#### **GENERAL SPECIFICATIONS**

##### **Scope of Work**

The Fleet Services Division within the Public Works Department in the Village of Oak Park Illinois is requesting Bids for auto/truck body and collision repair in 2021. The Fleet Division is responsible for the purchase, repairs, maintenance, warranty management, and disposal of vehicles & heavy equipment for the Public Works, Police, Fire and Parks. The fleet consists of 220 motorized units of equipment that consists of: sedans, vans, pick-up trucks, heavy fire apparatus, emergency medical technician units, police cruisers, Class 8 trucks, and heavy equipment.

##### **Expected Benefits:**

- Lower costs
- Standardized (OEM) parts
- Timely repair of Village vehicles and heavy equipment
- Pre-qualified vendor

The successful contractor will enter into an Independent Contractor Agreement with the Village of Oak Park.

##### **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.

##### **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 of 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%.

##### **Change Orders**

Change Orders: Changes in the Work may be agreed to after execution of the Agreement, and without invalidating the Agreement, if the Change Order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such Change Order will be prepared by the Village. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Village.

**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 Order 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.

Any Change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

#### **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 Public Works Director 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 Public Works Director 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.

### **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.



## SECTION IV DETAILED SPECIFICATIONS

### Detail Scope of Services

Since every Village of Oak Park vehicle is critical to public safety, i.e., police, fire, street/utility repair, it is imperative that all vendors demonstrate the ability to deliver prompt response, reasonable repair times, and quality work.

During normal business hours, which are considered to be Monday through Friday, 7:30 AM to 4:00 PM, the vendor shall respond to a request for estimate and/or pick up vehicle within four hours after being contacted by Village of Oak Park Fleet Services. The vendor will be expected to furnish a completed estimate within two (2) business days of request. If a situation arises which delays the ability to complete the estimate, the vendor is required to contact Fleet Services Management and provide a timeframe based on the situation.

The vendor shall perform service and supply OEM parts, unless otherwise requested, at the rates provided by the vendor on the attached spreadsheet. Pricing shall remain firm for the term of the contract. All repair requests shall be subject to prevailing time and cost allowances for applicable vehicles currently listed in the Audatex Estimators' Guide, or a similar estimators' guide for the insurance company standard flat rate and parts schedules.

The vendor shall provide pick-up and delivery services at the Village of Oak Park Fleet Services facility for vehicles that are considered safe to operate. Vehicles that are inoperable will be towed to the vendor. Towing for these vehicles shall be arranged by the Village of Oak Park Fleet Services Division Management. Should the vendor be required to arrange towing, the vendor shall use a towing company approved by Village of Oak Park Fleet Services, and the towing company will invoice the Village of Oak Park Fleet Services directly.

Pick-up and delivery will constitute the pick-up of vehicles at the Village of Oak Park Fleet Services garage, 201 South Boulevard, and the prompt return of vehicle to the Fleet Services facility after completion of repairs or services. The Village may, at its sole discretion, elect to deliver and pick up vehicles under this Bid by mutual agreement. Vendor assumes liability for any damage to any Village of Oak Park property while such property is in the vendor's possession, or during transport between the vendor's facility and the Village of Oak Park Fleet Services facility. All vehicles must be secured when at repair shop.

Operation of Village of Oak Park vehicles is limited to pick-up from the Village of Oak Park to the vendors repair shop, test drive to ensure proper repair, and return to the Village of Oak Park. At no time, shall the vendor use any village of Oak Park vehicles or equipment for any other reason.

### Repair Provisions

Estimates: For services requested by Fleet Services Management, a written estimate with the number of hours, based on the shop hourly rate for the type of repair being done, and type of parts required to perform the service shall be supplied by the vendor. If approved by the Village, this shall become a ceiling as to the maximum cost for the particular repair

order. In the event that hidden damage is discovered during tear down, the vendor shall inform Village of Oak Park Fleet Services immediately. In no event shall the vendor proceed with new additional work without the express consent of the Village of Oak Park Fleet Services.

**Basis for Repair Cost:** If the price offered by the vendor for the job is considered unreasonable by the Village of Oak Park or otherwise subject to question based on cost experience, or for any other reason, the Village may withdraw the service requirement for that job. The Village of Oak Park reserves the right to obtain comparative quotes at any time during the term of the contract.

**Quality of Work:** The vendor agrees that all work shall be performed by competent personnel, experienced and qualified to work on the specified make of automotive equipment, and that all work shall be performed in accordance with the best commercial practices and without delays. The vendor must have available suitable modern equipment necessary for the satisfactory execution of any repair job. Fleet Services Management will inspect each vehicle prior to or after the vehicle is returned by the vendor. Based on the situation or vendor location determination will be made in advance by mutual agreement, as to how final inspection will occur. The vendor is expected to correct any deficiencies found after repairs are completed without delay at no additional cost to the Village. Repeated quality control problems shall be cause to terminate future repairs.

**Parts and Materials:** All material or parts furnished by the vendor and used on the repair of equipment shall be new and conform to the original equipment manufacturer's specifications unless otherwise approved, in advance, by the Village of Oak Park Fleet Services. Rebuilt assemblies or sub-assemblies may be used in the repair of equipment only with prior approval of the Village of Oak Park Fleet Services when such is standard industry practice, and the rebuilt assembly or sub assembly carries the same warranty as a new assembly or sub assembly. Vendor must apply the appropriate core credit to the repair. The vendor must reuse, recycle or dispose of all associated wastes in an environmentally friendly and responsible manner.

**Installation of Village Supplied Materials or Parts:** On occasion, the Village of Oak Park will utilize materials or parts from retired vehicles as a cost savings measure. The vendor will be expected to install these materials or parts at the same rate as new parts excluding any pre-authorized repair/refinishing work to same.

The vendor shall submit invoices for all work completed at the time the repaired vehicle is ready for pick-up or delivery.

Attached documents are just a snapshot of the vehicles used by the Village of Oak Park. Repair needs that may be required beyond those commonly listed, shall be priced in a manner consistent with the pricing schedule of the quoted services.

### References

Submit at least three (3) municipal or large commercial references including name, address and telephone number of a contact person at the municipality or business responsible for monitoring the contract and a brief description of the services performed thereunder.

### Assumptions, Deviations and Exceptions

If exceptions or deviations from this Request for Bids are evident, describe such exceptions or deviations and provide a rationale for such exceptions or deviations. In no event shall such assumption, deviation or exception involve the modification of any permits or approvals obtained by the Village. Failure to provide some or all of the information requested may be deemed, in the discretion of the Village, to be cause for disqualification of a Bidder.

### Certificate of Insurance

At the time of award the proposer will be required to provide a certificate of insurance naming the Village of Oak Park as an additional insured as noted in the attached sample agreement.

### Award of Contract

The Village shall award the contract to the chosen vendor after the recommended vendor is approved by the Village of Oak Park.

### Evaluation Criteria

The evaluation team comprised of Public Works and Fleet Services Staff will utilize the following criteria to evaluate the Bids of those proposers to be considered for interviews and/or potential negotiations. Each of the criteria is assigned varying weights to reflect relative importance. Bidders are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- ☐ Qualifications, Experience and understanding of the services to be performed
- ☐ References
- ☐ Shop Hourly Labor Rate
- ☐ Start Time in Days from Receipt of Parts
- ☐ Discount Off List Price for Parts
- ☐ Pick-up and Delivery Charge
- ☐ Pick-up and Drop-off Service
- ☐ Location

Village of Oak Park  
Fleet Services RFP Specification Sheet for Car and Light Trucks

Auto/Truck Body & Collision Repair **Vendor Response: Complete the information for the vehicles your firm is proposing for**

Vehicle Make & Model	Response Time in hours from request of estimate	Working Days to Return Estimate	Shop Hourly Labor Rate	Start Time in Days from Receipt of Parts	% Discount Off List Price for Parts	Ability to Make Related Mechanical Repairs on Site, Yes/No	Pick-up & Drop-off Service Yes/No	Pick-up and Delivery Charge	Name of Estimator's Guklo Software Used	Exception (an explanation is required for exception, use as a separate sheet if necessary)
Chevrolet C&K Series 2500	4 Hours	2 Days	50	1	5	YES	YES	NO	CCC	
Ford Fusion Hybrid	4 Hours	2 Days	50	1	5	YES	YES	NO	CCC	
Ford (Police) Taurus	4 Hours	2 Days	50	1	5	YES	YES	NO	CCC	
Dodge(Police) Charger	4 Hours	2 Days	50	1	5	YES	YES	NO	CCC	
Ford (Police) Explorer	4 Hours	2 Days	50	1	5	YES	YES	NO	CCC	
Ford Transit Connect	4 Hours	2 Days	50	1	5	YES	YES	NO	CCC	
Ford F-Series Truck	4 Hours	2 Days	50	1	5	YES	YES	NO	CCC	
Nissan Leaf	4 Hours	2 Days	50	1	5	YES	YES	NO	CCC	

**Vendor Information**

Proposer: CDE COLLISION CENTERS  
 Address: 14001 W 191ST  
MOKONA IL 60448  
 Signed: [Signature]  
 Print Name: TIM HETFELETSCH  
 Title: Regional MANAGER  
 Date: 12/3/20

Effective Dates for RFP Prices (1 Year):

01/01/2021 - 12/31/2021

Phone: 708-478-6860

Email: MOKONA@CDECOLLISIONCENTERS.COM

PROPOSER'S MUST FILL IN ALL BLANKS ON THIS SCHEDULE

Village of Oak Park  
Fleet Services RFP Specification Sheet for Medium and Heavy Trucks

Truck Body & Collision Repair **Vendor Response: Complete the information for the vehicles your firm is proposing for**

Vehicle Make & Model	Response Time in hours from request of estimate	Working Days to Return Estimate	Shop Hourly Labor Rate	Start Time in Days from Receipt of Parts	% Discount Off List Price for Parts	Ability to Make Related Mechanical Repairs on Site: Yes/No	Pick-up & Drop-off Service Yes/No	Pick-up and Delivery Charge	Name of Estimator's Guide Software Used	Exception (an explanation is required for exception, use as a separate sheet if necessary)
Ford F550 Dump Truck	4 Hours	2 Days	50	1	5	YES	YES	NO	CCL	
Ford E450 Ambulance	4 Hours	2 Days	50	1	5	YES	YES	NO	CCL	
Ford F550 Ambulance	4 Hours	2 Days	50	1	5	YES	YES	NO	CCL	
I. H. 4900 Series Dump Truck	4 Hours	2 Days	-	-	-	-	-	-	-	
I. H. 7400 Series Trucks	4 Hours	2 Days	-	-	-	-	-	-	-	
H.A.L.E. Fire Trucks	4 Hours	2 Days	-	-	-	-	-	-	-	

**Vendor Information**

Proposer: CDE Collision Centers  
 Address: 16001 W 191st  
Mokena IL 60448  
 Signed: [Signature]  
 Print Name: TIM HETFLERICH  
 Title: Regional Manager  
 Date: 12/3/20

Effective Dates for RFP Prices (1 Year): 01/01/2021 - 12/31/2021

Phone: 708-478-6860  
 Email: MOKONA@CDECOLLISIONCENTERS.COM

PROPOSER'S MUST FILL IN ALL BLANKS ON THIS SCHEDULE

**BID FORM CONTINUED**

Complete Applicable Paragraph Below

(a) Corporation

The bidder is a corporation, which operates under the legal name of CDE Body Shop II, Inc. and is organized and existing under the laws of the State of Illinois. The full names of its Officers are:

President Charles E. Freiberg

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.

SECTION VI

MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of three (3) references from projects similar in scope within the last two (2) years.

MUNICIPALITY Tinley Park Public Works  
ADDRESS 16750 OAK PARK AVE  
Tinley Park IL 60477  
CONTACT DAN QUINN  
PHONE 708-444-5500  
WORK ALL BODY + PAINT NEEDS  
PERFORMED

MUNICIPALITY MOKENA Police Department  
ADDRESS 10907 FRONT ST  
MOKENA IL 60448  
CONTACT RANDY STUMDHF  
PHONE 708-499-3912  
WORK ALL BODY + PAINT NEEDS  
PERFORMED

MUNICIPALITY MOKENA PARK DISTRICT  
ADDRESS 10925 W LAPOORTE RD  
MOKENA IL 60448  
CONTACT BILL CASUAL  
PHONE 708-390-2401  
WORK ALL BODY + PAINT NEEDS  
PERFORMED



SECTION VII  
BIDDER CERTIFICATION

C.D.E. Body Shop II. Inc., as part of its Bid for 2021 Auto/Truck Body and Collision Repairs 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)

SECTION VIII  
TAX COMPLIANCE AFFIDAVIT

Charles E. Freiberg, being first duly sworn, deposes and says:

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

C D E Body Shop II, Inc.  
(bidder selected)

The individual or entity making the foregoing Bid or Bid 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 Bid 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:

Charles E. Freiberg  
(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)

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

I, Charles E. Freiberg, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) Owner & CEO 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 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 agreementing 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: C D E Body Shop II

Telephone (708) 407-8339

E-Mail cfreiberg@cdecollisioncenters.com

**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: C D E Body Shop II, Inc.
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?
- 170 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: 12/3/20

## 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 Department of Public Works at 708-358-5700.

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

Contractor Name C.D.E. Body Shop II, Inc.

Total Employees 170

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers	21	19	2										0
Professionals	1		1		1								1
Technicians	74			2	28								30
Sales Workers	29			1	1								2
Office & Clerical	20		14	1	2				3				6
Semi-Skilled													
Laborers	25				16			1					17
Service Workers													
Management Trainees													
Apprentices													

This completed 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.

Gretchen Shay \_\_\_\_\_, says that he/she is the Controller of C.D.E. Body Shop II and that the above EEO  
 Name of Person Making Affidavit Title or Officer

Report information is true and accurate and is submitted with the intent that it be relied upon.



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## **Corporation/LLC Search/Certificate of Good Standing**

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### **Corporation File Detail Report**

**File Number** 53527884  
**Entity Name** C. D. E. BODY SHOP II, INC.  
**Status**  
ACTIVE

### **Entity Information**

**Entity Type**  
CORPORATION

**Type of Corp**  
DOMESTIC BCA

**Incorporation Date (Domestic)**  
Wednesday, 18 July 1984

**State**  
ILLINOIS

**Duration Date**  
PERPETUAL

### **Agent Information**

**Name**  
SUSAN REEDY WILLIAMS

**Address**  
1900 S HIGHLAND AVE STE 100  
LOMBARD , IL 60148

**Change Date**  
Monday, 31 August 2020

## **Annual Report**

### **Filing Date**

Tuesday, 25 August 2020

### **For Year**

2020

## **Officers**

### **President**

#### **Name & Address**

CHARLES FREIBERG, 16325 S. HARLEM AVE. #160, TINLEY PARK, 60477

### **Secretary**

#### **Name & Address**

CHARLES FREIBERG, 16325 S. HARLEM AVE. #160, TINLEY PARK 60477

## **Assumed Name**

### **ACTIVE**

C.D.E. COLLISION DAMAGE EXPERTS

### **INACTIVE**

SOUTH COUNTY AUTO, INCORPORATED

### **INACTIVE**

BUSSE AUTO BODY

### **ACTIVE**

VISSER'S COLLISION CETER

### **ACTIVE**

PREMIER COLLISION CENTER

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Susan Devries	
Hicks Insurance Group		<b>PHONE (A/C, No, Ext):</b> 7085327474	<b>FAX (A/C, No):</b>
19144 South 88th Avenue		<b>E-MAIL ADDRESS:</b> susan@hicksinsurance.com	
Mokena IL 60448		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> ERIE INS EXCH	<b>NAIC #</b> 26271
<b>INSURED</b>		<b>INSURER B:</b>	
CDE BODY SHOP II INC		<b>INSURER C:</b>	
7400 Duvar Drive		<b>INSURER D:</b>	
TINLEY PARK IL 60477		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		Q97-1963933	11/01/2020	11/01/2021	<b>EACH OCCURRENCE</b> \$ 1,000,000
	<input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>	<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ 1,000,000				
		<b>MED EXP (Any one person)</b> \$ 5,000				
		<b>PERSONAL &amp; ADV INJURY</b> \$ 1,000,000				
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>					<b>GENERAL AGGREGATE</b> \$
	<input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>					<b>PRODUCTS - COM/OP AGG</b> \$
	<b>OTHER:</b>					\$
A	<b>AUTOMOBILE LIABILITY</b>		Q11-0140516	11/01/2020	11/01/2021	<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ 1,000,000
	<input type="checkbox"/> <b>ANY AUTO</b>	<b>BODILY INJURY (Per person)</b> \$				
	<input type="checkbox"/> <b>OWNED AUTOS ONLY</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b>	<b>BODILY INJURY (Per accident)</b> \$				
	<input type="checkbox"/> <b>HIRED AUTOS ONLY</b> <input type="checkbox"/> <b>NON-OWNED AUTOS ONLY</b>	<b>PROPERTY DAMAGE (Per accident)</b> \$				
						\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b>		Q35-0172177	11/01/2020	11/01/2021	<b>EACH OCCURRENCE</b> \$ 10,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>	<b>AGGREGATE</b> \$ 10,000,000				
	<b>DED</b> <b>RETENTION \$</b>	\$				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<b>PER STATUTE</b> <b>OTH-ER</b>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> (Mandatory in NH) <input type="checkbox"/> <b>Y/N</b> <b>N/A</b>					<b>E.L. EACH ACCIDENT</b> \$
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>					<b>E.L. DISEASE - EA EMPLOYEE</b> \$
						<b>E.L. DISEASE - POLICY LIMIT</b> \$
A	<b>Damage to Customers Autos</b>		Q97-1963933	11/01/2020	11/01/2021	Actual Loss Sustained

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan Devries

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201 South Boulevard, Oak Park, IL 60302-2702  
708-358-5700

TO: C.D.E. Body Shop II Inc.  
7400 Duvan Drive  
Tinley Park, IL 60477  
Attn: Charles E. Freiberg, Owner

DATE: January 29, 2021

PROJECT: Body work

ATTN: Charles E. Freiberg, Owner

RE:

TO WHOM IT MAY CONCERN,  
WE ARE SENDING THE FOLLOWING ITEMS FOR REVIEW / RETURN

COPIES	PROJECT NUMBER	DESCRIPTION
2		Boby work

PLEASE MAKE SURE THE FOLLOWING IS COMPLETED / ATTACHED BEFORE RETURNING:

☒ SIGNED CONTRACT WITH ATTEST SIGNATURE (RETURN ONE COPY )

☒ CERTIFICATE OF INSURANCE

☐ CONTRACTOR BOND

REMARKS: RETURN TO DIANE STANISLAVSKI, BUDGET & REVENUE ANALYST AT THE ADDRESS BELOW

If you need to contact me, please do so via:

Address: 201 South Boulevard, Oak Park, IL 60302

Phone: (708) 358-5700

Email: Dstanislavski@oak-park.us

IF ITEMS ENCLOSED ARE NOT AS INDICATED ABOVE  
PLEASE NOTIFY US IMMEDIATELY

TRANSMITTED BY: Diane Stanislavski

SIGNATURE: