
I
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park Building Maintenance Services
Proposal Number: 16-108
Issuance Date: 7/13/16

The Village of Oak Park will receive proposals from qualified Building Maintenance Services companies to provide full-time Building Maintenance Services for all Village-owned facilities. Proposals 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 10:00 a.m. local time on Friday, August 5th, 2016. Proposals will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Proposals must be enclosed in a sealed envelope marked "Village of Oak Park Building Maintenance Services".

There will be a mandatory pre-proposal meeting on Wednesday, July 20th at 9:00 a.m. at Village Hall located at 123 Madison St., Oak Park, IL 60302. Specifications and proposal forms may be obtained at the Public Works Center at the address listed above or by calling 708-358-5710 or by e-mail request to vics@oak-park.us.

THIS IS NOT MERELY A JANITORIAL SERVICES CONTRACT. The Village is currently under contract with a janitorial services company through 2018.

The Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. Information is available from the Building Maintenance Superintendent, Vic Sabaliauskas, at 708-358-5700.

The documents constituting component parts of their agreement, comprised of pages, are the following:

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

Submission of Proposals

The Proposal shall be submitted on the Proposal form included herewith. The proposal shall be submitted in a sealed envelope and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Vic Sabaliauskas, Building Maintenance Superintendent
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

SECTION I
PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS and REFERENCES

Preparation and Submission of Proposal:

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

Proposal Bond

The contractor shall provide a proposal bond in the amount of ten percent (10%) of the total proposal price. The attached form may be used or the contractor may provide cash or a certified check in the amount specified. The proposal bonds, cash or checks will be returned once the selected contractor has entered into an agreement for this work and provided the Contract bond in an amount of one hundred percent (100%) of the total approved proposal price.

Award of Agreement

The agreement will be awarded in whole or in part to the responsible contractor whose proposal, conforming to the request for proposals, 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 proposal 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 Proposals:

Any contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No contractor may withdraw or cancel its proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of proposals. The successful contractor may not withdraw or cancel its proposal after having been notified that the proposal 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 proposal 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 proposals. 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 proposal. The Village reserves the right to visit and inspect the premises and operation of any contractor.

Rejection of Contractor

The Village will reject any proposal 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 proposal 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 proposal.

Compliance with Applicable Laws

The contractor 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 proposal. 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 proposal may request an interpretation thereof from the Village. If the Village changes the proposal, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. 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 proposal submission.

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.

Agreement

The selected contractor 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, together with the agreement bond 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.

Notice to Proceed

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village's Building Maintenance Superintendent. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Building Maintenance Superintendent grants an extension.

Contract Bond

The successful contractor shall, within ten (10) calendar days after award of the Proposal, furnish a contract bond in the amount of one hundred percent (100%) of the contract price. The bond shall ensure 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.

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 the mandatory arbitration of any dispute.

Hold Harmless

See attached form Agreement.

Insurance

See attached form Agreement.

Termination of Agreement

See attached form Agreement.

SECTION II DETAILED SPECIFICATIONS

Scope of Work

These detailed specifications are for the work required to perform Building Maintenance services at all Village facilities.

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment, vehicles and other means necessary or proper for performing and completing the work. The selected contractor shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

Licenses and Permits

The contractor shall be responsible for becoming a licensed contractor with the Village.

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.

Job Site Conditions

To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facility. Contractor will take all necessary actions as directed by the Village in that regard.

Material Storage: The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

Safety Precautions: The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor 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.

Damage to Property: Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Daily Clean-up: The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

Method of Payment

The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor's proposal 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%.

Contractor shall submit two separate invoices per month, one detailing the work performed in Part A of the Scope of Work, "Public Works Department Operations", which it will deliver to the Public Works Department located at 201 South Blvd., and one detailing the work in Part B of the Scope of Work, "Parking Department Operations", which it will deliver to the Parking Department located at Village Hall 123 Madison St. All invoices shall delineate the weekly rate and man-hours worked per job category per week based on a 40-hour work week. The Village will pay the contractor based on the actual hours worked per week. The Village will not pay for contractor's staff members who do not work on weekends (in Part A of the Scope of Work) and holidays, or who take personal time, vacation time or sick time (in Parts A and B of the Scope of Work). However, if contractor's staff decides to work holidays when Village staff would typically be off, the Village would pay for those hours worked as regular time, not overtime or double time. Overtime would be paid for hours worked that are considered emergency call-backs or hours worked past 4:00 p.m. Monday through Friday (for Part A of the Scope of Work).

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.

Contractor's Representative

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

Workers

The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent 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 contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Contractor shall only work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:00 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Building Maintenance Superintendent.

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 M will be deemed per se invalid.

Security

The contractor selected shall ensure that all exterior doors are locked at the end of shifts. Areas with security systems shall have the systems activated immediately after work is completed in that area. Failure to lock doors may result in the contractor selected being assessed a fine for the replacement of any missing materials. The cost shall be withheld from payment(s).

Key Deposit

The contractor selected shall be responsible for any lost keys, card keys, and any inherent damages (i.e. re-keying of whole facility). The cost shall be withheld from payment(s). The decision to re-key the facility is solely at the discretion of the Building Maintenance Superintendent.

Mandatory Qualifications for Contractor's Personnel

Crews shall include at least one (1) supervisor during any given shift.

1. No more than 50% of the crew may be trainees at any one time.
2. Contractor must provide a **Certified Stationary Operating Engineer**.
3. Supervisors must be fluent in the English language and capable of reading and writing English.
4. Technicians employed by the contractor selected shall be fully trained and skilled in safe and proper techniques. Specific training required must follow the OSHA standards (see *below*).
5. The contractor selected shall provide sufficient documentation, if requested by the Village, to demonstrate adequate training has been provided upon commencement of the agreement. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of proposal. The use of technicians who are not adequately trained may be sufficient grounds for termination of the agreement.
6. The contractor selected shall provide the Village with a current list of all employees who will perform work at Village Hall upon commencement of the agreement. Each of these employees shall be adequately trained. If the contractor selected uses employees not on the list, the Village may order that person(s) off the property. Repeated use of employees not on the current list may be grounds for termination of the agreement.

7. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

OSHA Requirements

1. Material Safety Data Sheets – Contractor selected shall furnish the Village of Oak Park copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service at Village facilities. In addition, each time a new chemical is introduced, a copy of that product’s MSDS must be provided to the Building Maintenance Superintendent prior to the product being used. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

2. Labeling of Hazardous Materials – Contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.

3. Caution Signs – Contractor selected shall use “caution signs” as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of agreement.

Proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Building Maintenance Superintendent upon commencement of this agreement, if requested.

Failure of the contractor selected or his/her employees to comply with all applicable laws, regulations and rules shall permit the Village to immediately terminate this agreement without liability.

Meetings

The contractor’s account representative shall attend at least three (3) but no more than five (5) progress meetings (schedule TBD) during the first six months of the contract period. Any issues identified by the contractor requiring Village action or having potential fiscal impact must be submitted on an issues log at the start of each meeting. The purpose of these meetings is to discuss any problems and to ensure ongoing compliance with the agreement. Any discrepancies shall be noted and discussed during these meetings.

VILLAGE OWNED FACILITIES

The following is a list of Village-owned buildings included in the Scope of Work:

<u>Building:</u>	<u>Address:</u>
Village of Oak Park Village Hall (VH)	123 Madison
Public Works Center (PWC)	201 South Blvd.
Main Fire Station (Station #1):	100 N. Euclid
North Fire Station (Station #2):	212 Augusta
South Fire Station (Station #3):	900 S. East
Central Pumping Station (CPS):	129 Lake St.
North Pumping Station (NPS):	1010 N. Ridgeland
South Pumping Station (SPS):	207 Garfield
Metra Station:	1019 North Blvd.
Dole Learning Center:	255 Augusta
Holley Court Parking Garage:	1125 Ontario
Avenue Parking Garage:	720 North Blvd.
Oak Park / River Forest (OPRF) Parking Garage:	137 Scoville
Police Sub-station:	618 Austin
Police Sub-station:	6311 North Ave.
107 surface parking lot locations throughout Village	

PREVENTATIVE MAINTENANCE PROGRAM

Preventative Maintenance of Village equipment and Village buildings is currently performed by an outside contractor. The current contract expires in November of 2016. Contractor staff performs general maintenance tasks outlined in O & M manuals for all major building systems and components, and other miscellaneous tasks and services requested by the Building Maintenance Superintendent, Building Maintenance Contract Coordinator, Public Works Director and/or their designees. Requested tasks and services may also come from the Village Manager's Office at Village Hall, elected officials and other department heads. Samples of schedules for Village Hall and the Public Works Service Center are included in this Scope of Work. Maintenance logs are attached to or near each major building system and are dated and initialed when maintenance or repairs are completed.

Emergency repairs are done immediately or as soon as possible. Village staff has a list of emergency phone numbers to call when needed. The Public Works Department has an emergency pager that is carried at all times by supervisory staff.

Non-emergency repairs are scheduled into the RFA (Request for Action) system and completed when time permits. These RFA requests are completed and closed out in the system usually within 48 hours.

Capital repairs or maintenance needs and large remodeling requests are determined annually during the capital budgeting process. The Village has a Building Improvement Fund in the Capital Budget that contains funds for annual projects, as well as long term projects that are scheduled five and ten years out. Once the budget is approved the Building Maintenance Superintendent and/or Building Maintenance Contract Coordinator schedules the work.

SCOPE OF WORK – PART A:
ALL VILLAGE BUILDINGS EXCEPT PARKING GARAGES

P.M. Schedule for Public Works Center:

Daily:

- Perform a visual inspection on each air handling unit and check the following:
 - lights in the units
 - fins
 - coils
 - filters
 - gauges
 - belts
 - motors
 - drains
 - condensation pans and access door locking mechanisms
- Repair or replace any component as needed.

Weekly:

Preferably during early morning hours turn each air handling unit off (one at a time), inspect belts for cracks etc. and replace if needed. Check motors for excessive heat and clean and lubricate the motors.

Quarterly:

Inspect and change (if needed) the air filters in each air handling unit. Enter readings on gauges into the maintenance log before and after the change. Include the date and person performing the maintenance in the documentation / maintenance log. Inspect and replace defective belts and lubricate motors.

P.M. Schedule for Village Hall:

Daily:

- Perform a visual inspection on each air handling unit and check the following:
 - lights in the units
 - fins
 - coils
 - filters
 - gauges
 - belts
 - motors
 - drains
 - condensation pans and access door locking mechanisms.

- Note the pressure readings on the air compressor and make sure it is draining properly.
- Repair or replace components as needed.

Heating Season:

Inspect the boiler units, gas valves, pressures, water levels in the expansion tank and the make-up water tank. Check the pump and float for the make-up water tank and make sure it is operating. Repair as needed. Administer boiler system chemicals into appropriate vessels and feed points. Order boiler chemicals as needed.

Cooling Season:

Inspect the chillers and cooling tower, temperatures, valves, pumps and motors. Check the pumps, motors and valves for the cooling tower and check the cooling tower for leaks. Repair as needed. Administer chiller system chemicals into appropriate vessels and feed points. Order chiller chemicals as needed.

Weekly:

Preferably during early morning hours turn each air handling unit off (one at a time), inspect belts for cracks etc. and replace if needed. Check motors for excessive heat, and clean and lubricate the motors if needed.

Quarterly:

Inspect and change (if needed) the air filters in each air handling unit. Enter readings on gauges into the maintenance log before and after the change. Include the date and person performing the maintenance in the documentation / maintenance log. Inspect and replace defective belts and lubricate motors.

**SCOPE OF WORK – PART B:
ALL VILLAGE PARKING GARAGES**

P.M. Schedule for Holley Court, Avenue Public Parking Garages and OPRF High School Public Parking Garage as assigned :

Daily:

- **Facility and ground cleaning including but not limited to:**
 - localized sweeping
 - trash removal
 - litter control
 - bathroom cleaning
 - office cleaning
 - window cleaning
 - elevator & tracks cleaning
 - curb cleaning and driveway sweeping
 - outside perimeter and alleyway cleaning
 - inspecting for graffiti
 - stairwell sweeping
 - cleaning handrails
 - emptying dehumidifiers from storage areas

- **Inspect the operation of the following facility components and make necessary repairs/replacements:**
 - localized sweeping
 - lighting on each level of the garage
 - exterior garage lighting
 - stairwell lighting
 - elevator lighting
 - doors & hardware at each level and in each stairwell
 - signs cleaned
 - fire extinguisher cabinets

- **Depending on Weather**
 - snow & ice removal and/or salting garage upper deck, entrances, exits and pedestrian ways
 - special assignments to remove snow & ice and/or salting in specific surface parking lots to supplement private contractor activities as assigned
 - perimeter weeding and grounds maintenance
 - Power wash decks, stairwells etc.

Weekly:

Inspect garage columns and surfaces for cracking or changes in concrete and report the same.

Quarterly/Annually as needed:

- painting in garages
- repair and replace parking garage access gates
- Inspect and change (if needed) the air filters in each air handling unit. Enter readings on gauges into the maintenance log before and after the change. Include the date and person performing the maintenance in the documentation / maintenance log. Inspect and replace defective belts and lubricate motors.

Quarterly/Annually as needed:

- painting in garages
- Inspect and change (if needed) the air filters in each air handling unit. Enter readings on gauges into the maintenance log before and after the change. Include the date and person performing the maintenance in the documentation / maintenance log. Inspect and replace defective belts and lubricate motors.
- elevator and tracks cleaned

P.M. Schedule for Surface Parking Lots:

Quarterly or as needed:

- litter control
- special snow plowing
- weeding
- sign removal or installation
- Asphalt Patching
- Fence repair
- Limited Stripping and Re-stripping
- Install flex poles and meter poles
- Paint meter heads

Staffing hours:

Example of potential hours below. May vary during various seasons and projects. Staff should be flexible within these time frames.

M – F 5:00 a.m.- 2:00 p.m. (1 hour unpaid lunch)

T – Sat 7:00 a.m.- 4:00 p.m. (1 hour unpaid lunch)

Sun – Th 6:00 a.m.- 3:00 p.m. (1 hour unpaid lunch)

Plus call out as needed for salting/snow removal.

GENERAL INFORMATION

Shop / Work Areas:

The Public Works Center, Village Hall and Holley Court Parking Garage have shop areas where materials, supplies, equipment and tools can be stored. The shop areas at the Public Works Center and Village Hall also have office spaces with desks, telephones and filing cabinets. The Village will provide a computer with e-mail capability in order for the contractor to communicate with Village staff and receive electronic work requests daily.

Equipment and Materials:

The Village will provide equipment, materials and supplies including, but not limited to, the following:

- custodial paper products:
 - o toilet paper
 - o brown paper towel rolls
 - o kitchen paper towel rolls
 - o white multi-fold paper towels
- cleaning chemicals for all surfaces
- air filters for HVAC units
- cooling tower and chiller chemicals for Village Hall
- oils for motors and HVAC units and hydraulic fluid
- refrigerants for cooling systems
- all light bulbs used in all Village facilities
- paint, primers and sealants as needed and associated supplies
- fuses as needed
- batteries as needed (all types)
- misc. electrical and plumbing materials and supplies
- general office supplies
- shop equipment:
 - o table saw
 - o shop vac
 - o drain line rodder
 - o ladders
 - o drill press
 - o bench grinder
 - o skill saws
 - o cordless drills
- general cleaning and maintenance equipment:
 - o brooms
 - o mops
 - o shovels
- salt and Ecosalt for snow and ice control

The contractor shall provide equipment, materials and supplies including, but not limited to, the following:

- vehicles used for traveling from location to location
- hand tools and power tools not provided by the Village
- snow removal equipment and materials:
 - o snow plows, including some with rubber blades for parking decks
 - o snow blowers
 - o snow shovels
 - o salt spreaders
 - o Parking lot stripper
 - o Lawn Mower
 - o Weed Wacker

Uniforms:

Employees of the contractor shall wear uniforms or clothes that identify them as a Village contractor.

Quality Control:

The contractor's staff shall meet with the Building Maintenance Superintendent or the Building Maintenance Contract Coordinator once per week or as needed to discuss deficiencies. Contractor shall provide a plan and timeframe to correct any deficiencies identified.

Employees of the contractor shall submit a daily log at the end of each work day summarizing what work has been completed and identifying any problems, malfunctioning equipment or hazards discovered throughout the work day. Each morning, employees of the contractor shall check e-mails for electronic work requests assigned by the Village.

The contractor shall identify one "go to" person for both Parts A and B of this scope of work. This person shall act as the main point of contact for the Village throughout the workday for unexpected issues that arise or to provide a status update for ongoing projects and work assignments. **For Part A of this contract, the contractor shall provide and assign one Certified Stationary Operating Engineer to Village Hall.** The Stationary Engineer shall have knowledge of and capability to diagnose, assess, trouble-shoot, maintain and repair all major building components and systems (HVAC and MEP – mechanical, electrical and plumbing).

Criminal background checks will be performed on all employees of the contractor prior to contract commencement and on any employee of the contractor that replaces a previous employee during the contract period. A current list of employees along with copies of their driver's licenses shall be kept on-file at the Public Works Center Customer Service office.

DESCRIPTION OF POSITIONS

Stationary Operating Engineer, Building Maintenance Technician and General Maintenance Worker:

Primary Purpose:

To perform a wide variety of building maintenance activities to improve the functioning and appearance of Village buildings; to repair the plumbing, electrical, structural, heating and cooling systems of the buildings; to paint, plaster, clean and garden; and to ensure that Village Hall is locked and secure every evening.

The Stationary Operating Engineer shall be responsible for performing the most advanced tasks requiring the highest skill level and operating more sophisticated equipment than the Building Maintenance Tech. and General Maintenance Worker. The Stationary Operating Engineer shall also be capable of operating a Building Automation System (BAS), completing reports and daily logs, communicating via e-mail and planning work schedules.

The Building Maintenance Technician shall be responsible for performing more highly-skilled tasks and operating more sophisticated equipment than the General Maintenance Worker, and shall have a skill level equivalent to a journeyman electrician / plumber. The Building Maintenance Technician shall also be capable of operating a Building Automation System (BAS), completing reports and daily logs, communicating via e-mail and planning work schedules.

The General Maintenance Worker shall be responsible for performing basic tasks, repairs and cleaning and moving services and shall have a skill level equivalent to a building custodian.

Essential Duties of all positions:

- Check Building Automation System (BAS) at PWC first thing each morning.
 - *Ensures that mech. system is operating properly with no alarms.*
- Perform visual check in both mechanical rooms at PWC for normal operation on a daily basis.
 - *Ensures that fans are running, belts are tight, nothing smells like smoke, no leaks of any kind, etc.*
- Perform perimeter check of entire building (PWC) exterior and interior on a daily basis.
 - *Checks for any unusual conditions and security issues.*
- Check mechanical system at Dole Library on a daily basis.
 - *There are full time employees that work at the Dole Center on a daily basis. The center opens at 10 a.m. Checking the mech. system each morning ensures occupant comfort and reduces the number of heat / AC related complaints.*
- Perform perimeter check of Dole Center exterior and interior on a daily basis.

- *Ensures that all lights are working properly. Ensures that cleaning contractor performed nightly cleaning service adequately.*
- Perform perimeter check of Metra Station exterior and interior on a daily basis and perform general clean up / litter pick up as needed.
 - *Ensures adequate cleanliness of station and that cleaning contractor performed nightly cleaning service.*
- Perform various and numerous scheduled work items: painting, plumbing repair, electrical repair and maintenance, heating and cooling system repair and maintenance, general clean up, deliver paper supplies to Village offices, move furniture, boxes, etc. Includes maintaining accurate records and use of computer program to track work performed.
 - *Avoids the need for contracted work. Delivery of office paper and supplies is needed on a very frequent basis. Having staff on hand to carry out these requests avoids disruption of Village business from lack of office supplies. In addition, BM staff receives work order requests from other Village Departments on a regular basis to perform minor, general work requests that include moving supplies, furniture, boxes, etc.*
- Go to meetings with contractors as necessary.
 - *When the Building Maintenance Superintendent or Building Maintenance Contractor Coordinator is not available to meet with a contractor for any particular project, contractor staff shall be available to cover the meeting.*
- Inspect other Village properties once daily and perform repairs / maintenance as needed.
 - *In addition to the main Village properties maintained by BM staff on a regular basis, which includes Village Hall, the Public Works Center, Dole Learning Center, Metra Station and Fire Stations, staff also inspects various Police sub stations and Village-owned properties throughout the Village. These inspections are critical to ensure security, cleanliness and safety of these locations.*
- When other BM staff members are sick or on vacation, arrive at Village Hall first and check temperatures, inspect mechanical systems, check perimeter, pick up litter, and set up for meetings as required.
 - *Ensures consistent daily coverage of Village Hall to ensure appropriate temperature levels, building safety, and building appearance.*
- Perform temperature checks and visual checks in both mechanical rooms at Village Hall for normal operation first thing each morning before Village Hall opens.
 - *Ensures that fans are running, belts are tight, nothing smells like smoke, no leaks of any kind, etc. Village Hall is a very challenging building to maintain with respect to the HVAC system. Having a staff person on hand each morning to address any issues that arise in a timely manner before Village Hall opens to the public and other employees avoids indoor air quality issues and ensures occupant comfort.*
- Perform perimeter check of entire Village Hall exterior and interior first thing each morning.
 - *Checks for any unusual conditions and security issues, and ensures cleanliness and good building appearance prior to the start of business each day.*

- Check e-mails and RFA system for work requests.
- Recurring meeting set-up.
 - *The Village Clerk's Office keeps a schedule of meetings that require room set-up.*
- Open Village Hall each morning.
 - *Open large rolling gate, revolving door, Lombard St. door, and elevator.*
- Perform snow removal operations during the winter season.
 - *Snow removal duties include but are not limited to:*
 - Driving snow plow trucks (with or without air brakes)
 - Operating snow blowers, hand shovels and salt spreaders
 - Operating other snow removal equipment such as trackless units, bobcats, etc.
- Other duties as assigned.

General Duties:

- Ensure the adherence to safe work practices and procedures.
- Assist the Building Maintenance Superintendent and/or Building Maintenance Contract Coordinator with the following:
 - *Planning and scheduling work*
 - *Ordering supplies and materials from vendors*
 - *Obtaining prices / quotes / bids from vendors and / or contractors*
 - *Estimating time, materials and equipment needed for jobs assigned*
 - *Estimating costs / budgets for assigned work and / or larger projects*
- Clean the inside and outside perimeters of Village Hall, police station, parking structures and other Village-owned buildings.
- Repair the plumbing, electrical, structural, heating and cooling systems of Village buildings.
- Paint, plaster, clean and garden Village-owned buildings and surrounding areas.
- Maintain accurate records:
 - *open and close work order forms*
 - *type to reply to e-mails, Memos, etc.*
 - *enter data into maintenance log books*
 - *use Office programs such as Word and Excel*
- Regulate the temperature of Village buildings; monitor the heating and air conditioning systems.
- Pick up and deliver office paper to Village offices; move furniture, boxes and other office supplies and materials.
- Perform snow removal duties as required.

Qualifications:

Knowledge of:

- Methods and techniques of plumbing, electrical, structural, heating and cooling system repair.

- Methods and techniques of painting, plastering, cleaning and gardening.
- Principles and procedures of record keeping.
- Building Automation Systems (BAS).
- Occupational hazards and standard safety practices.

Ability To:

- Perform building maintenance work.
- Maintain and repair plumbing, electrical, structural, heating and cooling systems.
- Paint, plaster, clean and garden.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Work independently in the absence of supervision.
- Operate a variety of hand and power tools and maintenance equipment in a safe and effective manner.
- Independently perform the most difficult building maintenance and repair.
- Maintain effective audio-visual discrimination and perception needed for:
 - *Making observations*
 - *Communicating with others*
 - *Reading and writing*
 - *Operating assigned equipment*
- Maintain physical condition appropriate to the performance of assigned duties and responsibilities which could include the following:
 - *Walking or standing for extended periods of time.*
 - *Operating assigned equipment.*
- Maintain mental capacity which allows for effective interaction and communication with others.

Working Conditions:

- Travel from site to site
- Some exposure to dust and noise
- Exposure to hot, cold, wet, humid or windy conditions
- Some heavy lifting
- Standing and climbing
- May work at heights

PROPOSAL FORM (Pricing)

The undersigned proposes to furnish all labor and materials required to complete the Work in accordance with the attached specifications and at the prices indicated below.

PART A - Public Works Maintenance			
Title	Quan.	Unit Cost/week	Total Cost
Stationary Operating Engineer	1		
Building Maintenance Technician	1		
General Maintenance Worker	1		

Cost per hour for emergency work (work considered outside regular working hours)			
		Hourly cost	Minimum call-back hours
Stationary Operating Engineer			
Building Maintenance Technician			
General Maintenance Worker			

PART B - Parking Facility Maintenance			
Title	Quan.	Unit Cost/week	Total Cost
Building Maintenance Technician	1		
General Maintenance Worker	2		

Cost per hour for emergency work (work considered outside regular working hours)			
		Hourly cost	Minimum call-back hours
Building Maintenance Technician			
General Maintenance Worker			

PROPOSAL FORM (Pricing) continued

24-Hour Emergency Call-back Number:

(____) _____

Proposal Signature: _____

State of _____) County of _____)

(Type Name of Individual Signing)

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

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

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

Dated: _____/_____/2016 _____
Organization Name
(Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

PROPOSAL FORM continued

Subscribed and sworn to before me this _____ day of _____, 2016.

_____ in the State of _____. My Commission Notary Public

Expires on ___/___/_____

Complete Applicable Paragraph Below

(a) Corporation

The contractor 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 proposal 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

is registered with the office of _____ in the county of

_____.

(c) Sole Proprietor

The contractor is a Sole Proprietor whose full name is

_____. If the contractor 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 proposal 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

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

**SECTION III
CONTRACTOR CERTIFICATION**

_____, as part of its proposal on an agreement for construction Work
(Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor 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 Contractor selected)

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public's Signature

- Notary Public Seal -

**SECTION IV
TAX COMPLIANCE AFFIDAVIT**

_____, being first duly sworn, deposes
and says:

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

(Contractor selected)

The individual or entity making the foregoing proposal 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 proposal 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 contractor if the contractor is an individual)
(name of partner if the contractor is a partnership)
(name of officer if the contractor 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 _____, 2016.

Notary Public's Signature
Reporting Requirements

- Notary Public Seal -

The following forms must be completed in their entirety, notarized and included as part of the proposal 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 proposal.

SECTION V
ORGANIZATION OF PROPOSING 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 proposal 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

Subscribed to and sworn before me on the
_____ day of _____, 2016.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

subscribed to and sworn before me on the
_____ day of _____, 2016.

Notary Public

SECTION VII
CONTRACT BOND



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 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 _____, 2016.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2016.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2016.

Notary Public

SECTION VIII
COMPLIANCE AFFIDAVIT

I, _____, (print name) being first duly sworn on oath depose and state:

1. I am the (title) _____ of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company 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 company 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 company 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 company 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 _____, 2016.

Notary Public

- Notary Public Seal -

¹ 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 IX
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 Proposal. 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 sub-contractors 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 Proposal. An incomplete form will disqualify your Proposal. 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 _____
 Total Employees _____

Job Category	Total # of Empl.	Total Males	Total Females	Males					Females				Total Minorities
				Black	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal 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 _____, 2016.

 (Signature)

 (Date

SECTION X
NO PROPOSAL EXPLANATION

If your company 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 Proposal.

Thank you.

Proposal Name: Project No. 16-108

Village of Oak Park Building Maintenance Services

Comments:

Signed: _____

Phone: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on the ____ day of _____ 2016, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and _____, a _____ (hereafter the "Contractor").

WHEREAS, the Contractor submitted a Proposal to perform Building Maintenance services at all Village facilities (hereinafter referred to as the "Work"), pursuant to the Village's Request for Proposals, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Work and the work required hereunder; and

WHEREAS, the Contractor's Proposal is attached hereto and incorporated herein by reference into this Agreement; and

WHEREAS, 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 Work in accordance with its Proposal for an annual cost not to exceed \$_____ ("Contract Price"), complete the Work in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Proposals, the Contractor's Proposal and this Contract, all of which, together shall constitute the Contract Documents. The Contractor acknowledges that it has inspected the sites where the work is to be performed and that it is fully familiar with all of the conditions at the sites, and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this Work in a good and workmanlike manner. The Contractor further represents and warrants that the Work will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Work will be free from defects. The Contractor shall achieve completion of all work required pursuant to the Contract Documents.

3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Agreement. Such person shall have complete authority to transmit and receive instructions and information, interpret and define the Contractor's policies and decisions with respect to the Work governed by this Contract.. The Village's Building Maintenance Superintendent shall have complete authority to transmit and receive instructions and information, interpret and define the Village's policies and decisions with respect to the Work governed by this Contract, or such other person as designated in writing by the Village Manager.

4. TERM OF CONTRACT

The 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. This shall be considered the initial contract period and shall be a three-year term. The Contractor shall invoice the Village for the Work provided pursuant to this Contract 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 would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, 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:VII 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 workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' 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 \$ 2,000,000.00

(E) The Village, its officers, 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, employees, agents and volunteers as herein provided.

10. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Agreement, and all workmanship, materials, equipment, and supplies 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, or personal service, or by facsimile 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 Street
Oak Park, Illinois 60302-4272
Email: villagemanger@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 of facsimile transmission shall be effective as of date and time of facsimile 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 facsimile notice 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 reflected above and below shall be the date that the Village Manager executes this Contract 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

The Contractor, before commencing the work on the Project, shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to 100% of the full amount of the Contract Sum 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 standard AIA Documents, 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 the defaulting Contractor may be made for the difference between the amount of the 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 proposal guarantee.

18. 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.

19. 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.

20. 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.

21. CONFLICT

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

22. 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.

23. 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 documents to the Village pursuant to a FOIA request at no cost to the Village.

24. 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 copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

**[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

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

By: _____
Its: _____

Date: _____, 2016

Date: _____, 2016

ATTEST

ATTEST

By: Teresa Powell
Its: Village Clerk

By: _____
Its: _____

Date: _____, 2016

Date: _____, 2016