


Village of Oak Park
Department of Public Works
Building Maintenance Division

MEMORANDUM

August 24th, 2023

TO: Rob Sproule, Public Works Director 

FROM: Vic Sabaliauskas, Building Maintenance Superintendent

RE: Emergency Work Authorization Request to Repair AC at PWC

Please consider this Memo an official request for Emergency Spending Authority to repair the roof top condensing unit for AHU 1 AC system at PWC. On Wednesday, August 23rd, the condensing unit suffered a compressor and fan motor breakdown. Compressor one on stage one of the system burnt up and shorted out, and the motor for one of the coil fans also stopped working. The system is a two-stage system with two compressors per stage (4 total) and two fans with electric motors on the top of the condensing unit to cool the coils.

Staff called out Oak Brook Mechanical (OMS), one of the Village's current mechanical contractors, to further diagnose the condition of the system and formulate a repair plan. The OMS technician confirmed that the compressor was shorted out, and the fan motor and shaft was in poor condition due to excessive rust. The exact cause of the failure is not yet known, but I believe it was not preventable. The entire system is original to the building and the components are over 17 years old. A new fan motor was available immediately which the OMS tech. ordered while on site, but acquisition of a new compressor may take some time as further research is needed to determine availability and feasibility of purchasing and installing only one new compressor (new compressors for this particular unit might only be available as a paired system which would result in the need to purchase both compressors for one single stage).

The current contract with OMS was approved for \$15,000, and the balance on the PO is \$10,070.60. The total cost of the repair is not known at this time, however, staff believes the cost will exceed the available contract balance. Once the final costs are established, an amendment to the Independent Contractor Agreement with OMS would be submitted for approval by the VMO. In the meantime, please request Emergency Spending Authority from VMO to proceed with the repairs.

September 10, 2023

Village of Oak Park / Public Works
201 South Blvd.
Oak Park, Il. 60302

Attn: Vic and Fred

Re: Replacement of the #1 compressor in the McQuay root top unit

Oak Brook Mechanical Services, Inc. proposes to perform the following scope of work:

- Reclaim the refrigerant from the system
- Disconnect electric and refrigeration piping from the compressor
- Remove compressor and discard
- Furnish and install new OEM compressor
- Connect refrigeration piping and electrical
- Add new oil (1 gallon)
- Furnish and install filter drier
- Take acid test reading of old oil
- If acid is present OMS will add acid neutralizer to oil
- Furnish and install new contactor
- Evacuate system to 300 microns
- Add recovered refrigerant back into system (if refrigerant is bad OMS will add new refrigerant to system) (cost will be determined at that time)
- Start unit and verify operation
- Clean up work area

The cost for the above scope of work will be: **\$10,346** _____

Note: Tim found bad contactor for the other 3 compressors and recommend changing them.

The cost for the above scope of work will be: **\$1,264** _____

Thank you for the opportunity to present this proposal, if you have any questions please do not hesitate to call.

Respectfully,

Bob Lukasik
Service Manager

Customer Signature

Date



Heating and Air Conditioning

961 S. Route 83 • Elmhurst, Illinois 60126-4993

Telephone (630) 941-3555 • Fax: (630) 941-0294

SALES

SERVICE

INSTALLATION

September 29, 2023

Village of Oak Park
201 South Blvd.
Oak Park, IL. 60302

Attention: Fred Gutierrez

Regarding: Main Fire House Training Room Condensing Unit

Dear Mr. Gutierrez,

Oak Brook Mechanical Services, Inc. is pleased to present our proposal to replace the failed refrigerant dryer in the training room condensing unit refrigerant system. Below please find our scope of work and associated price.

Scope of Work

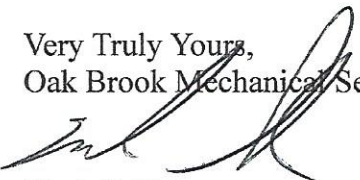
- Isolate unit and reclaim refrigerant.
- Replace the filter dryer with new filter dryer.
- Evacuate system.
- Charge system with refrigerant.
- Test repair.

Exclusions/Clarifications

- No permits, fees, or bonds.
- No payment fees (Add 4% for credit card payments).

The total net cost for this work is \$1,154.00.

Very Truly Yours,
Oak Brook Mechanical Services, Inc.




Mark Sullivan
President

**Village of Oak Park
Department of Public Works
Building Maintenance Division**

MEMORANDUM

DATE: April 17, 2023

TO: Rob Sproule, Public Works Director 

FROM: Vic Sabaliauskas, Building Maintenance Superintendent

RE: 2023 Mechanical Maintenance and Repair Contract with Oak Brook Mechanical

The Public Works Department Building Maintenance contractor typically makes repairs as needed to various mechanical/HVAC systems at all Village owned buildings. On the occasion when the contractor is unavailable, lacks the necessary equipment, skill or licensing to perform such repairs, or when multiple repairs are required simultaneously, an outside mechanical contractor is called to complete the repairs.

In December of 2022, Public Works Department staff solicited bids from several area mechanical contractors for labor rates for emergency repairs to mechanical systems at Village owned buildings. Helm Group submitted the most favorable rates followed by Command Mechanical and Oak Brook Mechanical. Helm Group was the previous mechanical contractor in 2022 and they did not perform well throughout 2022. As a result, the Village entered into an Independent Contractor Agreement with Command Mechanical Group (CMG) for 2023. The next lowest bidder was Oak Brook Mechanical Services (OMS). OMS was the Village's mechanical contractor for many years in the past and has always performed well and their technicians have always been professional, competent and knowledgeable.

Staff recommends approval of an Independent Contractor Agreement with Oak Brook Mechanical Services to serve as a secondary contractor when CMG is not available or does not have the capability to make a repair.

The Fiscal Year 2023 General Fund, Public Works Department, Building Maintenance Division Operating Budget contains sufficient funds in account no. 1001-43790-101-540674 for property repairs. If approved, the total contract cost with Oak Brook Mechanical Services would not exceed \$15,000.00 in Fiscal Year 2023.

Please let me know if you have any questions, and please forward the I.C.A. to the Village Manager's Office for approval. Thank you.

**Bid Summary for Village of Oak Park Public Works Department Emergency Mechanical Repair Services
12/16/2022**

Labor/Personnel	Helm Group	Command Mechanical Group	Oak Brook Mechanical	Air Comfort *	Edwards Engineering	State Mechanical, Inc.
Straight Time	\$ 123.00	\$ 165.00	\$ 168.00	\$ 148.00	\$ 165.00	\$ 171.00
After-hours - time & a half (Mon-Sat)	\$ 184.00	\$ 218.72	\$ 244.00	\$ 223.00	\$ 234.00	\$ 236.00
Sundays and holidays (double time)	\$ 184.00	\$ 218.72	\$ 244.00	\$ 223.00	\$ 288.00	\$ 236.00
Emergency call-out	\$ 246.00	\$ 270.06	\$ 315.00	\$ 282.00	\$ 288.00	\$ 285.00
<i>Trip Charge *</i>				\$ 85.00		



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on the 30 day of April, 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as "Village"), and Oak Brook Mechanical Services, Inc., an Illinois corporation (hereinafter referred to as "Contractor").

WHEREAS, Contractor submitted a bid dated December 16, 2022, a copy of which is attached hereto and incorporated herein by reference, to provide emergency mechanical repair and maintenance services at Village owned buildings (hereinafter referred to as "Work") pursuant to the Village's Request for Bids dated November 30, 2022, incorporated herein by reference as though fully set forth; and

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

Contractor shall perform the Work in accordance with its bid for a price not to exceed \$15,000.00 ("Contract Price") in fiscal year 2023. Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its bid, the Village's Request for Bids, and this Contract, all of which together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its bid 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 the Work in a good and workmanlike manner in

accordance with the Contract Documents, and that the Work shall be free from defects.

Contractor shall achieve completion of all Work required pursuant to the Contract Documents by December 31, 2023 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date or any portion of the Work as required by this Contract, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

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

4. TERM OF CONTRACT, CONTRACT RENEWAL AND RATE ADJUSTMENT

Contractor shall perform the Work pursuant to this contract beginning on the effective date as defined herein and ending at 11:59 p.m. CST, December 31, 2023. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set

forth in its bid. The Village shall have the option to renew the Contract for two (2) additional one (1) year periods with all terms and conditions, other than price, remaining the same. The Village will allow the bidder to increase or decrease the Contract Price for each annual renewal.

On or before November 20th of each year this Agreement is in effect, the cost for the Work provided during the next Contract period under this Agreement may be adjusted as follows:

1. The Contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the most currently available 12-month period of the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
2. Notwithstanding anything contained in this Agreement to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for Work provided under this Agreement in any year.
3. Any applicable adjustment shall take effect on January 1st.

5. PAYMENT SCHEDULE

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 Contractor shall be made by the Village to the Contractor when 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 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 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 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 Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the Work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

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

Contractor shall at 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. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Work 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, 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, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

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

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

(D) Umbrella:

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

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

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Work 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. 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.

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

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 Street
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us

To Contractor:

Oak Brook Mechanical Services, Inc.
Bob Lukasic
961 S. Rte. 83
Elmhurst, Illinois 60126
Email: bobl@omshvac.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 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 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 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 between 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

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 shall, within ten (10) calendar days after award of the Contract, furnish a Contract Bond in the amount of five thousand dollars (\$5,000.00) for each Contract awarded. The bond shall insure faithful performance of the Work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the Agreement to be executed. See section XII for a sample copy of the Contract Bond.

18. PREVAILING WAGES

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

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

19. GOVERNING LAW AND VENUE

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

20. AMENDMENTS AND MODIFICATIONS

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

21. NON-WAIVER OF RIGHTS

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

22. CONFLICT

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

23. HEADINGS AND TITLES

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

24. COOPERATION OF THE PARTIES

The Village and 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. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

26. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village Manager 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 Village Manager.

27. EQUAL OPPORTUNITY EMPLOYER

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

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

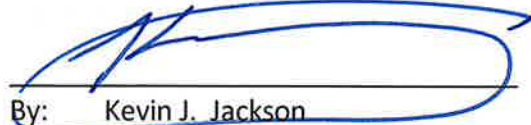
In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with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

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

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SIGNATURE PAGE FOLLOWS]**

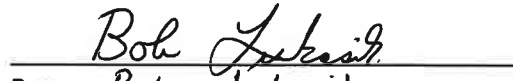
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK


By: Kevin J. Jackson
Its: Village Manager


Date: April 24, 2023

OAK BROOK MECHANICAL SERVICES, INC.


By: Bob Lukasik
Its: Service Manager

Date: April 30, 2023

ATTEST


By: Gina A. Calcagno
Its: notary

Date: 4-30-2023, 2023



**REVIEWED AND APPROVED
AS TO FORM**

APR 21 2023


LAW DEPARTMENT



OAKBMEC-01

ENAZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2023

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).

PRODUCER Crandall, Dubow & Harner, Inc. 3175 Commercial Ave, Suite 200 Northbrook, IL 60062	CONTACT NAME:	
	PHONE (A/C, No, Ext): (847) 205-1777	FAX (A/C, No): (847) 205-1919
INSURED Oakbrook Mechanical Services, 961 S. Route 83 Elmhurst, IL 60126-4993	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Liberty Mutual Insurance Company	
	INSURER B : Employers Insurance Company of Wausau	
	INSURER C : Preferred Professional Insurance Company	
	INSURER D : Westchester Surplus Ins. Co.	
	INSURER E :	
INSURER F :		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL - OCC LIMIT GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		TB5-Z91-465112-050	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-Z91-465112-010	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-Z91-465112-062	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	ON1062802	12/31/2022	12/31/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution/Mold Liab			G71111854005	3/29/2022	3/29/2023	Agg/Occ each limit 2,000,000

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

The Village, its officers, employees, agents and volunteers are Additional Insured with respect to General Liability, solely in respects to liability arising out of the Named Insured's operations, as required by written contract or agreement. A waiver of subrogation in favor of the Additional Insures applies to the General Liability, as required by contract.

The additional insured provision does not apply unless the written contract or agreement has been executed prior to the bodily injury or property damage.

CERTIFICATE HOLDER

CANCELLATION

Village of Oak Park Department of Public Works
Attn: Grace Kenney, Off Mgr.
201 South Boulevard
Oak Park, IL 60302

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



Office of the Secretary of State
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 50650782

Entity Name OAK BROOK MECHANICAL SERVICES, INC.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Tuesday, 29 April 1975

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name
BARON DAVID HARMON

Address

30 E NORTH AVE
NORTHLAKE , IL 60164

Change Date

Tuesday, 4 April 1989

Annual Report

Filing Date

Monday, 13 March 2023

For Year

2023

Officers

President

Name & Address

MARK SULLIVAN, 961 S. ROUTE 83, ELMHURST, IL 60126

Secretary

Name & Address

JOSEPH SULLIVAN, 961 S. ROUTE83, ELMHURST, IL 60126

[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)

REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2023 Emergency Mechanical Repair Services

Bid Number: 22-137

Issuance Date: 11/30/22

The Village of Oak Park will receive Bids from qualified mechanical contractors to perform emergency mechanical repair work (hereinafter referred to as "Work") at Village-owned buildings during the calendar year 2023 pursuant to this Request for Bids. 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 10:00 a.m. on Friday, December 16th, 2022. Bids may also be sent via e-mail to vics@oak-park.us.

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.

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. If Bid is hand delivered or mailed to the Public Works Center, the Bid shall be submitted in a sealed envelope marked "BID: 22-137 Village of Oak Park 2023 Emergency Mechanical Repair Services", shall bear the return address of the Bidder, 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
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid

All Bids must be submitted electronically or 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 period shall be from the date of award to December 31st, 2023. The Village of Oak Park has the option to renew the contract on an annual basis for two (2) additional one-year periods (January 1st to December 31st). The Bidder shall be responsible for performing emergency services within seven (7) days of a notice to proceed from the Building Maintenance Superintendent or his/her designee.

Contract Renewal and Rate Adjustment

The Village shall have the option to renew the contract for two (2) additional one-year periods with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

On or before November 20 of each year of the Agreement, the cost for the services provided during the next contract period under the Agreement may be adjusted as follows:

1. The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the most currently available 12-month period of the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
2. Notwithstanding anything contained in this Request for Bids to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year. The contractor may, as part of their bid, propose a floor increase percentage.
3. Any applicable adjustment shall take effect on January 1st.

Notice to Proceed

Emergency mechanical repair services shall begin within seven (7) days from the date the contractor receives the Notice to Proceed from the Village's Building Maintenance Superintendent or his/her designee. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Village's Building Maintenance Superintendent grants an extension.

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 V 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 whose Bid, conforming to the Request for Bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

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

Taxes not Applicable

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

Withdrawal of Bids

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

Investigation of Contractors

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

Rejection of Contractor

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

Conditions

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

Compliance with Applicable Laws

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

Governing Law

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

Subletting of Agreement

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

Interpretation of Agreement Documents

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will 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 Bid 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 Bidder shall enter into an Independent Contractor Agreement with the Village to supply emergency mechanical repairs to various HVAC components and systems at Village-owned buildings when necessary in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract 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. See Section XI 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.

Village of Oak Park Logo or Likeness Use

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 or termination of contract.

SECTION II
GENERAL SPECIFICATIONS

Scope of Work

The Village is seeking bids (labor rates only) from qualified mechanical contractors for emergency mechanical (HVAC) repair work on an as-needed basis at the Village owned buildings listed below:

- Public Works Center, 201 South Blvd:
- Village Hall, 123 Madison St.
- Main Fire Station, 100 N. Euclid
- South Fire Station, 900 S. East Ave.
- North Fire Station, 212 Augusta
- Metra Station, 1119 North Blvd.
- Central Pump Station, 102 N. Lombard
- South Pump Station, 207 Garfield
- North Pump Station, 1010 N. Ridgeland

See SECTION III for a detailed list of equipment at each location.

Particular emphasis will be placed on high standards of quality and professionalism including: timely responses to request for service, work site management, billing management, and competent and efficient repairs.

Commencement of Work

In the event of a mechanical emergency, the Village shall notify the contractor of the issue and repairs required and request a service technician be dispatched. Contractor shall dispatch a service technician the same day or within 24 hours of the call initiated by the Village. Upon arrival, the service technician shall perform and complete an assessment of the issue and provide a written description of the findings and recommended repairs. The Contractor shall then provide the Village with a written estimate of the cost and the time and materials needed to make the repair. If acceptable, the Village will then provide written notice to proceed to the Contractor. The Contractor must then begin the repair work within 24 hours unless agreed otherwise by the Village. Final costs will be based on the actual time and materials required to make the repair.

Contractor shall not begin any repair Work without first having received written authorization from the Village to proceed with the Work. The Village shall not be responsible for payment for any unauthorized Work.

Responsibility of Contractor

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

Extent of Services

It is expected that the contractor will begin providing emergency repair services from seven (7) days after receiving the notice to proceed through December 31, 2021. This would include emergency response during overnight hours, weekends and holidays. The Village reserves the right to award the contract to the lowest responsible Bidder.

Alterations, Omissions and Extra Work

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

Method of Payment

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

Emergency Changes

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

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

Correction of Work Prior To Final Payment

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

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall

in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Bidder's Representative

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

Workers

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

Time of Work

Bidder may be asked to perform work at any hour of the day or night including during weekends and holidays. Bidder is expected to respond promptly (within 30 minutes) to calls and e-mails for service requests. The scope and scale of the emergency will dictate the timing of emergency response.

Dispute Resolution

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

Reporting Requirements

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

Detail Specifications

The Contractor selected under this RFB shall be used to provide emergency repair services on mechanical/HVAC systems at Village-owned buildings.

1. Location of Emergency Work

The location of the work is known as: Village-owned buildings (as listed above). All emergency repair work is to be done in accordance with the enclosed specifications.

2. Response

The Contractor must respond (dispatch a repair technician) within twenty-four (24) hours of emergency repair request notification and must own and use the appropriate equipment to make the repairs. The Contractor must have prior knowledge and demonstrated experience with mechanical system repairs. The work for each assignment for emergency work shall proceed uninterrupted until work is completed.

3. Property Damage

While working in or around Village buildings, the Bidder shall take great care to avoid damaging adjacent mechanical equipment, materials, office furniture and office equipment, and landscaping (trees, shrubs, turf, etc. if applicable). Bidder shall be held responsible for all damage it causes to Village property, buildings and structures, etc. All damage caused by the Bidder will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village at no cost to the Village.

4. Idling of Equipment

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

5. Obstruction of Streets and Rights-of-Way

The Bidder shall arrange to keep sidewalks open for traffic whenever possible, and to block portions of the streets only when deemed necessary to protect the public and Village property. The Bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect appropriate warning signs and furnish adequate barricades that identify the work zone for the motoring public and pedestrians.

6. Accident Prevention

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

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

7. Parking

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

SECTION III
EQUIPMENT LIST AND DETAILS/SPECS

See the following pages for a list of equipment at each location. Not included in the list is the Metra Station, the north fire station and south fire station.

Metra Station:

- Warming station on platform:
 - o 1 small residential style furnace for heat (no AC)
 - o Main floor:
 - 2 furnaces (central air) residential style with exterior condensing units for AC (both in same location).

North Fire Station:

- The north fire station has plans to replace their existing boiler system in 2023. It currently has hydronic heat for the apparatus bay floor and 2nd floor bunk room, and an AHU in the attic for 2nd floor cooling with condensing unit outside.

South Fire Station:

- The south fire station is currently being renovated and information regarding the new HVAC equipment can be provided once the project is completed.

Facility Information – All Facility Types

Facility Address: 123 Madison St.

Business Type: Municipal Government

Square Footage (by area): 75,400 (73,000 Village Hall and 2,400 Council Chambers)

Operating Hours: 24/7 for Police Dept. in lower level. 0830-1700 for Village Hall staff on main level.

Number of Employees: Approx. 200

List Major Equipment
(HVAC, chillers, air
compressors, pumping
stations, etc.) and/or attach
relevant documentation:

Two 85-ton York/JCI water-cooled
reciprocating chillers YCWL0094SE17

Evapco Cooling Tower – LSTE-5312
w/ XX HP motor w/ VFD

Two 25HP (208/3/60) Armstrong Dual
Vertical In-line condensing water
pumps with VFD, rated at 480 gpm

Armstrong chilled water pump –
rated at 550 gpm, 20HP (208/3/60)
with VFD

S-1 AHU Supply Fan (SF) – 100 HP
motor, 208v/3ph & Return Fan (RF) –
20 HP motor, 208v/3ph

S-2 AHU SF – 20 HP motor, 208v/3ph
& RF – 2 HP motor, 208v/3ph

S-4 AHU SF - 2 HP, 208v/3ph & RF - 3
HP, 208v/3ph

Council Chambers Geothermal
System – Little Giant Model VCMA-
15ULST 120v/1HP condensate pump.
Zoeller Model LM44 sump pump w/
2820GPH discharge at 10' lift w/
1/4HP, 120v/1ph motor. Grundfos
Model "Magna" 50GPM at 36' of
head, 800W, 208v/1ph pump

2 Camus (model DCF-1200) gas-fired
hot water condensing boilers w/
sealed combustion – 120v/1ph/60hz.
Secondary boiler pumps (2) – Bell &
Gossett Series 80, 114 GPM,
208v/3ph/60hz. Two Bell & Gossett
hot water pumps Series 80, 114 GPM,
208v/3ph/60hz.

SEM Form for Public Works Center HVAC Equipment Data

Date: 7/21/22

Unit Description	Motor Make & Model	Horse Power (HP)	Volts/Phase/Hertz (v/ph/Hz)	Amps (max. draw/min. draw)
Air Handling Unit 1 (AHU1)				
Supply Fan (SF)	Baldor 265T	20	230/460v/3ph/60Hz	47/23
Return Fan (RF)	Baldor 184T	5	230/460v/3ph/60Hz	13.2/6.6
Air Handling Unit 2 (AHU2)				
Supply Fan (SF)	Baldor 213T	7.5	230/460v/3ph/60Hz	19.4/9.7
Return Fan (RF)	WEG	2	208-230/460v/3ph/60Hz	6.31-5.74/2.87
Energy Recovery Unit 1 (ERU1)				
Supply Fan 1 (SF1)	Marathon MVN 284TTDCA6026	25	208-230/460v/3ph/60Hz	60/30
Supply Fan 2 (SF2)	Blador Reliancer SuperE EM2531T	25	230/460v/3ph/60Hz	60/30
Supply Fan 3 (SF3)	Blador SuperE EM2535T	30	230/460v/3ph/60Hz	70/35
Return Fan 1 (RF1)	Blador SuperE EM2539T	40	230/460v/3ph/60Hz	92/46
Return Fan 2 (RF2)	Nidec DC27	40	208-230/460v/3ph/50Hz	102-91/46
Return Fan 3 (RF3)	Marathon UVF324TTDR16050ANL	40	230/460v/3ph/50Hz	67/31
Energy Recovery Unit 2 (ERU2)				
Supply Fan 1 (SF1)	Blador Reliancer SuperE EM2531T	25	230/460v/3ph/60Hz	60/30
Supply Fan 2 (SF2)	Blador SuperE EM2535T	30	230/460v/3ph/60Hz	70/35
Supply Fan 3 (SF3)	Blador SuperE EM2535T	30	230/460v/3ph/60Hz	70/35
Return Fan 1 (RF1)	Marathon UVN284TTDR16048AN M	25	230/460v/3ph/60Hz	70/35
Return Fan 2 (RF2)	Blador SuperE EM2531T	25	230/460v/3ph/60Hz	60/30
Return Fan 3 (RF3)	Nidec DB93	25	208-230/460v/3ph/60Hz	67/33
Air Conditioning System for AHU1	MacQuay Air-cooled condensing Unit - Model# ACZ040BC727-ER11 w/ R407C refrigerant			
Compressor 1	N/A	N/A	460v/3ph/60Hz	N/A
Compressor 2	N/A	N/A	460v/3ph/60Hz	N/A
Compressor 3	N/A	N/A	460v/3ph/60Hz	N/A

Compressor 4	N/A	N/A	460v/3ph/60Hz	N/A
Condenser Fan 1	N/A	1.5	460v/3ph/60Hz	N/A
Condenser Fan 2	N/A	1.5	460v/3ph/60Hz	N/A
Condenser Fan 3	N/A	1.5	460v/3ph/60Hz	N/A
Condenser Fan 4	N/A	1.5	460v/3ph/60Hz	N/A
Air Conditioning System for AHU2	MacQuay Air-cooled condensing Unit - Model# ACZ020AC727-ER11 w/ R407C refrigerant			
Compressor 1	N/A	N/A	460v/3ph/60Hz	44
Compressor 2	N/A	N/A	460v/3ph/60Hz	44
Condenser Fan 1	N/A	1	460v/3ph/60Hz	3
Condenser Fan 2	N/A	1	460v/3ph/60Hz	3
Wall-mounted electric cabinet heaters (7)	Marley	1.8	208v/1ph/60Hz	1.1
Ceiling-mounted electric unit heaters (17)	Marley HUHAA2548A	N/A	480v/3ph/60Hz	6
Electric Boiler for domestic hot water	Precision Boilers - HWS-3046V-60A-480-150PS; 210 degree F; 210,000 BTU/hr.; 60 kW		480v/3ph	72

SEM Form for Main Fire Station, 100 N. Euclid, HVAC Equipment Data

Date: 7/26/22

Unit Description	Motor Make & Model	Horse Power (HP)	Volts/Phase/Hertz (v/ph/Hz)	Amps (max. draw/min. draw)
York HVAC	F2FP048H06B	1/2	208/230/3/60	3.4
York HVAC	F2FP060H06B	3/4	209/230/3/60	4.5
York HVAC	DM090C00N2AAA3C	COMP1	208/230/3/60	13.5
		COMP2	208/230/60	13.5
	ID BLOWER	2	208/230/3/60	8.2
	OD FAN 1	3-Jan	208/230/1/60	1.5
	OD FAN 2	1/3	208/230/1/60	1.5
York HVAC	F2P060H06B	3/4	208/230/3/60	4.5
Baldor EXH FAN	ecp3769t	7.5	230/460/3/60	17.2/8.6
York HVAC	H1RC060S25A		208/230/3/60	
	comp		208/230/3/60	17.3
	fan motor	1/4	208/230/1/60	1.5
	H1RC036S25A		208/230/3/60	
	comp		208/230/3/60	9.6
	fan motor	1/4	208/230/1/60	1.3
Water Heater	ES85-45-G	85 GAL	208/1/60	217
			208/3/60	125
Water Heater	EGSP15	15 GAL	208/1/60	NA

SEM Form for CPS, NPS & SPS HVAC & Pumping Equipment Data				
Date:			SAA = SAME AS ABOVE	
Unit Description	Motor Make & Model	Horse Power (HP)	Volts/Phase/Hertz (v/ph/Hz)	Amps (max. draw/min. draw)
CL2 ROOM ELECTRIC HEATER - NPS	MARLEY - W125083BTL5	N/A	480/3/60	- 35 -
Pump 5 - NPS	WEG - 100120P36444T	100	SAA	- 125 -
Pump 6 - NPS	WEG - 100120P36444T	100	SAA	- 125 -
AC UNIT - NPS	YORK - YC120C00A4AA5	.75	SAA	- 20 -
AIR HANDLER - NPS	YORK - NC120C00C4BAA4	2.0	SAA	- 3 -
ELECTRIC HEATER - NPS	YORK - 2H504703646A	N/A	SAA	- 58 -
BATHROOM ELECTRIC HEAT - NPS	MARLEY - W125083BTL5	N/A	120/1/60	- 15 -
CL2 ROOM ELECTRIC HEATER - SPS	MARLEY - W125083BTL5	N/A	480/3/60	- 35 -
Pump 7 - SPS	WEG - 100120P36444T	100	SAA	- 125 -
Pump 8 - SPS	WEG - 100120P36444T	100	SAA	- 125 -
AC UNIT - SPS	YORK - YC120C00A4AA5	.75	SAA	- 20 -
AIR HANDLER - SPS	YORK - NC120C00C4BAA4	2	SAA	- 3 -
ELECTRIC HEATER - SPS	YORK - 2H504703646A	N/A	SAA	- 58 -
BATHROOM ELECTRIC HEAT - SPS	MARLEY - W125083BTL	N/A	120/1/60	- 15 -
Pump 1 - CPS	US MOTOR - H10039	150	480/3/60	- 166 -
Pump 2 - CPS	US MOTOR - H10039	150	SAA	- 166 -
Pump 3 - CPS	US MOTOR - H10038	125	SAA	- 141 -
Pump 4 - CPS	US MOTOR - H10038	125	SAA	- 141 -
RTU - CPS	MARLEY - R66D-X60D170C	N/A	SAA	- 40 -
Boiler, MOTOR - CPS	WEG - 1001580P3E145JMV	1.5	SAA	- 3 -
CL2 ROOM HEATER -	MARLEY - MUH0381	N/A	208/1/60	- 25 -

SAA = SAME AS

ABOVE

Horse
Power
(HP)

Volts/Phase/Hertz
(v/ph/Hz)

**Amps (max.
draw/min.
draw)**

CL2 ROOM ELECTRIC HEATER - NPS	MARLEY - W1-25083 BTL S	N/A	480/3/60	- 35 -
PUMP 5 - NPS	WEG - 100120 P36 444T	100	SAA	- 125 -
PUMP 6 - NPS	WEG - 100120 P36 444T	100	SAA	- 125 -
AC UNIT - NPS	YORK - YC120C00A4AAA5	.75	SAA	- 20 -
AIR HANDLER - NPS	YORK - NE120C00C4BAA4	2.0	SAA	- 3 -
ELECTRIC HEATER - NPS	YORK - 2H504703646A	N/A	SAA	- 58 -
BATHROOM ELECTRIC HEAT - NPS	MARLEY - W125083 BTL S	N/A	120/1/60	- 15 -
CL2 ROOM ELECTRIC HEATER - SPS	MARLEY - W1-25083 BTL S	N/A	480/3/60	- 35 -
PUMP 7 - SPS	WEG - 100120 P36 444T	100	SAA	- 125 -
PUMP 8 - SPS	WEG - 100120 P36 444T	100	SAA	- 125 -
AC UNIT - SPS	YORK - YC120C00A4AAA5	.75	SAA	- 20 -
AIR HANDLER - SPS	YORK - NC120C00C6AA4	2	SAA	- 3 -
ELECTRIC HEATER - SPS	YORK - 2H504703646A	N/A	SAA	- 58 -
BATHROOM ELECTRIC HEAT - SPS	MARLEY - W125083 BTL	N/A	120/1/60	- 15 -
PUMP 1 - CPS	1/2 MOTOR - H100 39	150	480/3/60	- 166 -
PUMP 2 - CPS	1/2 MOTOR - H100 39	150	SAA	- 166 -
PUMP 3 - CPS	1/2 MOTOR - H100 38	125	SAA	- 141 -
PUMP 4 - CPS	1/2 MOTOR - H100 38	125	SAA	- 141 -
RTU - CPS	MAGNETH - R66D - X60D1200	N/A	SAA	- 40 -
BOILER MOTOR - C	WEG - 1001580 P3E1457MV	1.5	SAA	- 3 -
CL2 ROOM HEATER -	MARLEY - W125083 BTL	N/A	208/1/60	- 25 -

SECTION IV
BID FORM (Pricing)

The undersigned Bidder agrees to all terms and conditions of the preceding specifications for Village of Oak Park 2023 Emergency Mechanical Repair Work and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2023 only. Fee proposals shall include any state and federal tax and employee salaries, benefits, and overhead; daily, weekly and monthly equipment fees for all major equipment owned by the Contractor available for use on project tasks. Contractor overhead and profit shall be included in labor and equipment rates provided.

The contractor will be contractually obligated to use the rates included in their bid to generate the invoices for each individual task solicited.

Invoices will be structured with hourly estimates of equipment usage and labor and list of materials and associated pricing. The Contractor shall be entitled to a 15% markup on material costs not included in the fee schedule. Back-up documentation for costs shall be provided with all proposals.

Labor/Personnel	Hourly Rate
	\$ 168.00
Straight Time	-
Regular Overtime (if straight time is exceeded during a repair)	
	\$ 244.00
After hours emergency call-outs Mon-Sat	\$ 244.00
	-
Sundays and holidays/double time	\$ 315.00
	-
List any additional costs below (for specialized equipment, materials, tools, etc.)	\$ 0
	-

The selected contractor would enter into an Independent Contractor Agreement with the Village of Oak Park for a one-year period with an option to renew the contract annually for up to two years. A sample of the Independent Contractor Agreement is included with this RFB (see SECTION XI). Pricing provided by contractor is for labor rates only. The Village understands that it would be responsible for costs incurred for materials and supplies based on an as-needed basis.

Mark Sullivan

(Printed Name of Individual Signing)

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

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

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

Dated: December / 16/2022

Oak Brook Mechanical Services, Inc.
Organization Name (Seal - If Corporation)

By:



Authorized Signature

961 S. Route 83 Elmhurst, IL. 60126
Address

630-941-3555

Telephone

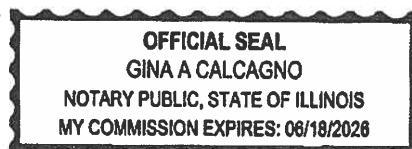
Subscribed and sworn to before me this 16th day of December, 2022.



Notary Public

in the State of Illinois. My Commission

Expires on 6 / 18 / 2026



BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) **Corporation**

The Bidder is a corporation, which operates under the legal name of
Oak Brook Mechanical Services, Inc. and is organized and existing under the laws of the State of
Illinois. The full names of its Officers are:

President Mark Sullivan

Secretary Joseph Sullivan

Treasurer Mark Sullivan

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

(b) **Partnership**

Names, Signatures, and Addresses of all Partners

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

(c) **Sole Proprietor**

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

Signed: _____
Sole Proprietor

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

MUNICIPAL QUALIFICATION REFERENCE SHEET

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

MUNICIPALITY See attached _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____

WORK _____

PERFORMED _____



Heating and Air Conditioning

961 S. Route 83 • Elmhurst, Illinois 60126-4993

Telephone (630) 941-3555 • Fax: (630) 941-0294

SALES

SERVICE

INSTALLATION

MUNICIPAL PROJECTS

Project Name: **DuPage County Community Center**
Location: **Wheaton, IL.**
Arch. /Eng. /Const. Mngr: **Wight & Co.**
Contact Name & Number: **Nick Sleboda 630-969-7000**
Contract Amount: **\$1,100,000.00**
Description: **HVAC & VRF**

Project Name: **Village of Melrose Park**
Location: **Melrose Park, IL.**
Arch. /Eng. /Const. Mngr: **Village of Melrose Park**
Contact Name & Number: **Alex Scudiero/708-344-8409**
Contract Amount: **Ongoing**
Description: **Service**

Project Name: **Village of Bloomingdale**
Location: **Bloomington, IL.**
Arch. /Eng. /Const. Mngr: **Village of Bloomingdale**
Contact Name & Number: **Calvin Boyd/630-893-7000**
Contract Amount: **Ongoing**
Description: **Service**

Project Name: **Mayfair Rec Center**
Location: **Westchester, IL.**
Arch. /Eng. /Const. Mngr: **Westchester Park District**
Contact Name & Number: **Jim Berg/708-562-6410**
Contract Amount: **\$57,800.00**
Description: **HVAC**

SECTION V
BIDDER CERTIFICATION

Oak Brook Mechanical Services, Inc. as part of its Bid on an agreement for 2023 Emergency Mechanical Repair Work for the Village of Oak Park, hereby certifies that said Bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

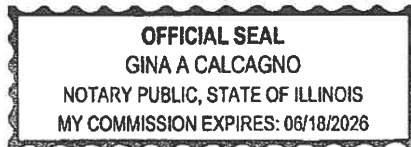


(Authorized Agent of Bidder selected)

Subscribed and sworn to before me this 16th day of December, 2022.


Notary Public's Signature

- Notary Public Seal -



SECTION VI
TAX COMPLIANCE AFFIDAVIT

Mark Sullivan _____, being first duly sworn, deposes and says:

that he/she is President _____ of
(partner officer owner, etc.)
Oak Brook Mechanical Services, Inc.
(Bidder selected)

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



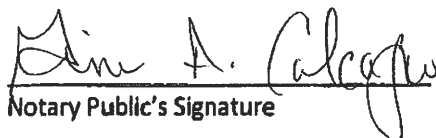
By:
Its: President

Oak Brook Mechanical Services, Inc.

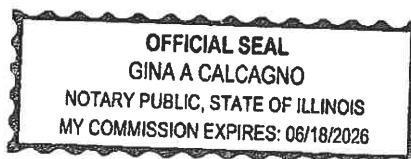
(name of Bidder if the Bidder is an individual)
(name of partner if the Bidder is a partnership)
(name of officer if the Bidder is a corporation)

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

Subscribed and sworn to before me this 16th day of December, 2022.


Notary Public's Signature

- Notary Public Seal -



SECTION VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named Oak Brook Mechanical Services, Inc. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its

Officers are:

President Mark Sullivan

Secretary Joseph Sullivan

Treasurer Mark Sullivan

Registered Agent Name and Address: Mark Sullivan 961 S. Rt. 83 Elmhurst, IL. 60126 630-941-3555
Joseph Sullivan 961 S. Rt. 83 Elmhurst, IL. 60126 630-941-3555

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

B. Sole Proprietor:

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

C. Partnership:

The Contractor is a Partnership which operates under the name _____

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

Signature

Signature

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

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

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

Signature of Owner

SECTION VIII
COMPLIANCE AFFIDAVIT

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

1. I am the (title) President of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as Indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its 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 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 contracting 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

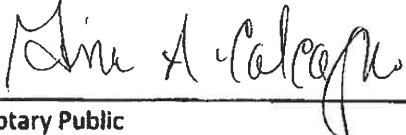
Signature: 

Name and address of Business: Oak Brook Mechanical Services, Inc. 961 S. Route 83 Elmhurst, IL. 60126

Telephone 630-941-3555

E-Mail marks@omshvac.com

Subscribed to and sworn before me this 16th day of December, 2022.



Notary Public

- Notary Public Seal -



¹ Affiliates means: (i) any subsidiary or parent of the contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the contracting 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 contracting 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 Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Oak Brook Mechanical Services, 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?
- _____ 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: 12-16-2022

EEO REPORT

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

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

Contractor Name Oak Brook Mechanical Services Inc.
Total Employees 36

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals	2	2										
Technicians	19	19										
Sales Workers	8	8										
Office & Clerical	6		6									
Semi-Skilled	1	1										
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

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

Mark Sullivan, being first duly sworn, deposes and says that he/she is the President
(Name of Person Making Affidavit) (Title or Officer)
of Oak Brook Mech. Services, Inc. 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 16th day of December, 2022

[Signature] 12-16-2022
(Signature) (Date)

SECTION X
NO BID EXPLANATION

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

Bid Name: Bid No. 22-137; Village of Oak Park 2023 Emergency Mechanical Repair Services

Comments: None

Signed: 

Phone: 630-941-3555

SECTION XI
Independent Contractor Agreement
(For Reference – Do Not Sign)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on the ____ day of _____, 20__, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and _____, an _____ corporation/limited liability company (hereinafter referred to as the "Contractor").

WHEREAS, Contractor submitted a Proposal dated _____, _____, a copy of which is attached hereto and incorporated herein by reference, to provide _____ (hereinafter referred to as the "Work") for the _____ (hereinafter referred to as the "Project") pursuant to the Village's Request for Proposals dated _____, 20__, 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

Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed \$_____ plus \$_____ contingency for unforeseen conditions for a total cost of \$_____ ("Contract Price"). Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its Proposal, the Village's Request for Proposals, and this Contract, all of which together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully

familiar with all of the conditions at the site(s), 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 the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects.

Contractor shall achieve completion of all work required pursuant to the Contract Documents by _____, 20__ ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Project on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Project remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

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

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 Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one-year terms (January 1 to December 31).

5. PAYMENT SCHEDULE

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 Contractor shall be made by the Village to the Contractor when 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 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 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 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 Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

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

Contractor shall at 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. 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, 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, Contractor shall provide, and shall cause each

subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

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

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

(D) Umbrella:

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

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

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

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. 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.

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

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 Street
Oak Park, Illinois 60302-4272
708-358-5770
Email: villagemanager@oak-park.us

To Contractor:

Email: _____

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of 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 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 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 between 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

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. PREVAILING WAGES

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

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials,

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

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 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. Contractor shall provide any and all responsive 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/email copy of this Contract and any signature(s) thereon will be considered for all purposes as an original.

25. 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.

26. 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 dates set forth below.

VILLAGE OF OAK PARK

[full name of Contractor - capitalized]

By:
Its:

By:
Its:

Date: _____, 20__

Date: _____, 20__

ATTEST

ATTEST

By:
Its:

By:
Its:

Date: _____, 20__

Date: _____, 20__