

ADDENDUM No. 1

Issuance Date: 5/18/21

Village of Oak Park Chicago Ave Crosswalks Rehab Project

Bid Number: 21-128 - Issuance Date: 5/5/21

The Village of Oak Park Public Works Department is adding information in the Request for Bids #21-128 for LED Street Lighting Materials issued on May 5th, 2021. To be consistent, all bidders will use this additional information. Please contact Scott Brinkman, Streets and Street Lighting Superintendent with any questions: sbrinkman@oak-park.us.

- 1. The following specifications will be added to SECTION II-DETAILED SPECIFICATIONS of the Request for Bids:**

Contract Bond

The successful contractor shall, within ten (10) calendar days after award of the Bid, furnish a contract bond in the amount of twenty five thousand dollars (\$25,000.00). The bond shall ensure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The contract bond shall be furnished in the same number of copies as the number of copies of the agreement to be executed.

Bid Bond

The contractor shall provide a Bid bond in the amount of 5% of the contract price. The attached form may be used or the contractor may provide cash or a certified check in the amount specified. The Bid bonds, cash or checks will be returned once the selected contractor has entered into an agreement for this work and provided the Contract bond in an amount of twenty five thousand dollars (\$25,000.00).

- 2. SECTION IX-NO BID EXPLANATION will be changed to SECTION VIII-NO BID EXPLANATION**

- 3. The following forms will be added as SECTION IX-CONTRACT BOND and SECTION X-BID BOND of the Request for Bids:**

SECTION IX

CONTRACT BOND



Contract Bond

_____, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as “Village”) in the penal sum of **Twenty Five Thousand Dollars (\$25,000.00)**, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

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

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

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this ____ day of _____, 2021.

NAME OF PRINCIPAL

By: _____

Signature

By: _____

Printed Name

Its: _____

Title

Subscribed to and Sworn before me on the

_____ day of _____, 2021.

Notary Public

NAME OF SURETY

By: _____

Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2021.

Notary Public

SECTION X

BID BOND

WE _____

as PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of 5% of the contract price, as specified in the invitation for Bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

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

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

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

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

PRINCIPAL

(Company Name)

(Company Name)

By: _____ By: _____

(Signature & Title)

(Signature & Title)

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

Subscribed to and sworn before me on the

_____ day of _____, 2021.

Notary Public

NAME OF SURETY

By: _____

Signature of Attorney-in-Fact

subscribed to and sworn before me on the

_____ day of _____, 2021.

Notary Public

4. The following specification replaces the 2nd paragraph of Section 10-Guaranty, of the INDEPENDENT CONTRACTOR AGREEMENT::

The Contractor shall, at no expense to the Village, warrant all work performed for a period of one (1) year from the date of acceptance for the work locations. The date of acceptance for a given work location shall be the date the contract progress payment is approved by the Village of Oak Park for the said locations.

5. The following specification will be added to Section 2-SCOPE OF WORK, of the INDEPENDENT CONTRACTOR AGREEMENT:

The “Contract Time” (completion date) will be October 31st, 2021.

6. Changing Request for Bids due date:

The Village of Oak Park Public Works Department is changing the acceptance due date and time from 4:00 p.m. local time on Thursday, May 20th, 2021 to 4:00 p.m. to local time 4:00pm on Tuesday, May 25th, 2021 for the Village of Oak Park Chicago Ave Crosswalks Rehab Project #21-128 issued on May 5th, 2021. Please contact Scott Brinkman, Streets Superintendent with any questions: sbrinkman@oak-park.us.

All Bidders are required to acknowledge receipt of this addendum on the “SEALED” bid envelope.