

**Project 26-101; Spoil & Debris Hauling 2026 Bid Summary**

	<u>Utility Transport Services</u>	<u>G &amp; M Trucking</u>	<u>MT Transit</u>
<u>Per Load</u>	<u>Per Load</u>	<u>Per Load</u>	<u>Per Load</u>
Mixed Debris Per load(200 loads)	505.00	450.00	515.00
Too Wet to Hand(30 loads)	650.00	640.00	585.00
Totals:	\$120,500.00	\$109,200.00	\$120,550.00



ILLINOIS SECRETARY *of* STATE  
ALEXI GIANNOULIAS

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Business Services

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Business Entity Search

Entity Information

Entity Name	G & M TRUCKING, INC.		
File Number	53660878	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	11-28-1984	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	09-29-2025	Annual Report Year	2025
Agent Information	GREGORY PIPIKIOS 8811 KATHY LANE DES PLAINES ,IL 60016-3968	Agent Change Date	11-04-1987

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Available Services

Officers

Assumed Name

Old Corp Name

File History

Purchase Master Entity Certificate of Good Standing

Change of Registered Agent and/or Registered Office

Articles of Amendment Effecting A Name Change

Adopting Assumed Name



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Office of the Secretary of State

213 State Capitol  
Springfield, IL 62756

115 S. LaSalle St., Suite 300  
Chicago, IL 60603

800-252-8980 (toll free in Illinois)

217-785-3000 (outside Illinois)

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Accounting Revenue

Administrative Hearings

BAIID

Budget & Fiscal Management

Business Services

Court of Claims

Driver Services

Illinois State Archives

Illinois State Library

Index

Inspector General

Legislative Affairs

Merit Commission

Organ/Tissue Donation

Personnel

Physical Services

Secretary of State Police

Securities

Vehicle Services



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**SECTION 1  
REQUEST FOR BIDS  
INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Spoil & Debris Hauling  
Bid Number: 26-101  
Issuance Date: 9/17/25**

The Village of Oak Park will receive Bids from qualified contractors for Spoil & Debris Hauling for the calendar year 2026 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 2:00 p.m. on Wednesday, October 15, 2025. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

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

The Oak Park Public Works Center is open to the public. To hand deliver proposals, proposers may leave the proposals in the Public Works mailbox or drop off upstairs at Public Works during business hours Monday through Friday 7:30-4:00. There will not be a formal 'bid opening' for the contract. Electronic signatures will be accepted on all documents. Bids can be submitted electronically via email to [mbills@oak-park.us](mailto:mbills@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. Information is available from the Water & Sewer Superintendent, Michael Bills at 708-358-5700 or [mbills@oak-park.us](mailto:mbills@oak-park.us).

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

**Submission of Bids**

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 26-101 Spoil & Debris Hauling", shall bear the return address of the bidder, and shall be addressed as follows:

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

## **SECTION II**

### **BID INSTRUCTIONS, TERMS AND CONDITIONS**

#### **Preparation and Submission of Bid:**

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

#### **Contract Term**

The initial contract term shall be from the date of January 1, 2026 to December 31, 2026. 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).

#### **Contract Renewal**

The Village will have the right to renew the contract for two (2) additional one (1) year terms 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.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

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 period October through September for 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).

Notwithstanding anything contained in this Request for Proposals 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.

Any applicable adjustment shall take effect on January 1st.

#### **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 or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

#### **Costs of Preparation**

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

**Taxes not Applicable**

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823). 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.

**Prevailing Wage**

This work will require conformance with prevailing wage laws.

**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 Agreement with the Village in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XII for a sample copy of the agreement.

#### **Contract Bond**

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

#### **Fees and Cost**

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

#### **Dispute Resolution**

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

#### **Village 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.

#### **Regarding FOIA Requirements**

By submitting a bid or otherwise responding in any way to this request for bids, the bidder acknowledges the following:

1. This public body is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the bidder to this public body is subject to disclosure to third parties in accordance with FOIA.
2. If the bidder intends for the public body to withhold the bidder's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its bid submittal a written notification specifically identifying such

information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time.

3. Notwithstanding timely notice received from a bidder in accordance with Section 7(1)(g), the public body reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

**Living Wage/Minimum Wage**

See Section XII – Agreement.

**Hold Harmless**

See Section XII - Agreement.

**Insurance**

See Section XII - Agreement.

**Termination of Agreement**

See Section XII - Agreement.

### III GENERAL SPECIFICATIONS

#### Scope of Work

The purpose of this proposal is for the removal of spoils and debris generated by the Village of Oak Park Public Works Department. Spoils and debris will consist of but not limited to soil, asphalt, concrete. All of the above material will be loaded by Village equipment. The price furnished by contractors shall include all costs to haul and properly and lawfully dispose of debris.

#### Debris Hauling & Disposal

This bid is for the hauling and disposal of different types of debris which will be loaded onto contractor's semi-trucks by Village equipment. There will be two (2) different categories of debris to be hauled and disposed of.

The following are the two (2) categories of debris:

1. Mixed Debris - which will consist of asphalt, concrete, dirt, clay, gravel, metal and concrete pipe, etc that has been tested and certified by the Village's professional engineer to meet the IEPA CCDD criteria. The Village will provide the contractor with signed IEPA forms for the disposal.
2. Too Wet to Handle Loads - CCDD that is saturated due to raining conditions.

The price should include the following: All labor, material, equipment, disposal fees and permit fees to safely and legally dispose of the material on a per load basis. One semi-trailer loaded to its gross vehicle weight allowed by law shall constitute **ONE LOAD** of debris.

#### Services will be provided in accordance with the following:

Debris hauling schedule shall be established between the Village and the selected contractor. Typically hauling will occur every two week. Yearly estimated hauling of debris shall be approximately 200 loads.

Quantities shown are approximate, and are intended only to establish unit prices. Successful bidder shall supply services on an as needed basis (at any given time).

**20-yard** semi-trailers shall be the vehicle used to transport debris. For the purpose of payment, one semi-trailer loaded to its gross vehicle weight allowed by law shall constitute **ONE LOAD** of debris. The Contractor must have the ability to provide a minimum of five semi-truck and trailer combinations capable of hauling 20 tons or more each upon request of the Village.

The contractor, at his expense, shall provide any necessary permits, or other services, required by any other regulatory agency.

The contractor shall bear all cost related to the hauling and disposal of debris. The Village will pay separately for regulatory fees that are imposed by the IEPA after the award of this contract.

If a load of debris is rejected by a landfill, the contractor will return the load to the Village and be paid an additional load rate. The contractor shall bear full responsibility for the hauling (transport) requirements of other regulatory agencies (permits, state and local laws, etc.). The contractor shall furnish written



documentation to the Village regarding the above. In addition, copies of all forms utilized must be submitted and an itemized indexing sheet of all forms must be part of the above.

The contractor shall furnish all necessary equipment and manpower for the hauling of the debris. The Village shall furnish all equipment and manpower to load the debris for hauling.

The contractor shall have a minimum of three (3) years experience in hauling, and shall include at least three (3) references, preferably from other local municipalities.

#### **Extent of Services**

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%.

#### **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.

#### **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.

**IV**  
**BID FORM (Pricing)**

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Spoil & Debris Hauling. The unit prices listed below should be for 2026 only. The contractor will be contractually obligated to use the rates included in their proposal to generate the invoices for each.

**DEBRIS HAULING & DISPOSAL PRICES**

- |                          |             |                           |                           |
|--------------------------|-------------|---------------------------|---------------------------|
| 1. Mixed Debris per load | 200 loads @ | \$ <u>450.00</u> per load | Total \$ <u>90,000.00</u> |
| 2. Too Wet to Hand       | 30 loads @  | \$ <u>640.00</u> per load | Total \$ <u>19,200.00</u> |

**DEBRIS HAULING TOTAL PROPOSAL PRICE**

\$ 109,200.00

Gregory Pikiros

(Type Name of Individual Signing)

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

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

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

Dated: October 14 / 2025

G & M Trucking, Inc.

Organization Name (Seal - If Corporation)

By:

[Signature]

Authorized Signature

8811 Kathy Ln.  
Des Plaines IL 60016

Address

847.306.9590

Telephone

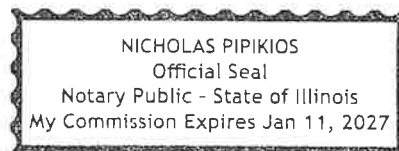
Subscribed and sworn to before me this 14th day of October, 2025.

[Signature]

Notary Public

in the State of Illinois. My Commission

Expires on 1 / 11 / 2027



**BID FORM CONTINUED**

Complete Applicable Paragraph Below

(a) Corporation

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

G & M Trucking, Inc. and is organized and existing under the laws of the State of  
Illinois. The full names of its Officers are:

President Gregory Pipikias

Secretary Gregory Pipikias

Treasurer \_\_\_\_\_

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

(b) Partnership

Names, Signatures, and Addresses of all Partners

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

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

(c) Sole Proprietor

The bidder is a Sole Proprietor whose full name is \_\_\_\_\_. If the bidder is operating under a trade name,

said trade name is \_\_\_\_\_.

which name is registered with the office of \_\_\_\_\_

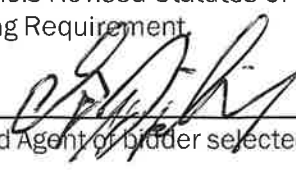
in the county of \_\_\_\_\_.

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

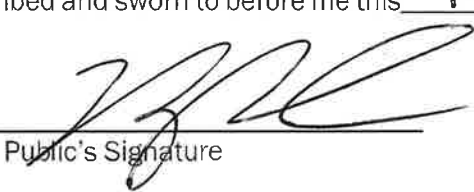
In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified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

V  
**BIDDER CERTIFICATION**

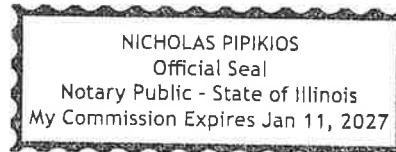
Gdm Trucking Inc as part of its Bid on an agreement for Spoil & Debris Hauling, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes 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 14<sup>th</sup> day of October, 2025.

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

- Notary Public Seal -



VI  
TAX COMPLIANCE AFFIDAVIT

Gregory Pipikios, being first duly sworn, deposes  
and says:

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

G.M. Trucking, 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: Gregory Pipikios  
Its: President

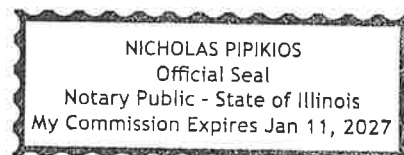
(name of bidder if the bidder is an individual) (name of partner if the bidder is a partnership)(name of officer if the bidder is a corporation)

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

Subscribed and sworn to before me this 14th day of October 2025.

[Signature]  
Notary Public's Signature

- Notary Public Seal -



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

Please fill out the applicable section:

**A. Corporation:**

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

President Gregory Pipikios

Secretary Gregory Pipikios

Treasurer \_\_\_\_\_

Registered Agent Name and Address: Gregory Pipikios - 881 Kathy Ln, Des Plaines, IL 60016

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, Gregory Pipikios, (Print Name) being first duly sworn on oath depose and state:

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

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

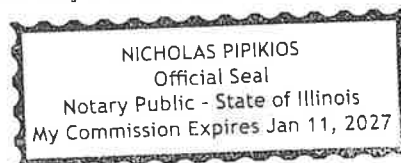
Name and address of Business: G.M. Trucking, Inc. 8811 Kathy Ln., Des Plaines, IL 60016

Telephone 847-806-9590 E-Mail \_\_\_\_\_

Subscribed to and sworn before me this 14<sup>th</sup> day of October, 2025.

Notary Public

- Notary Public Seal -



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

**SECTION 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: G & M Trucking, 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?
- 2 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: 10/14/26

# 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 Gym Trucking, Inc.

Total Employees 2

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	2	2	0	0	0	0	0	0	0	0	0	0
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
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.

Gregory P. Pikiros, being first duly sworn, deposes and says that he/she is the President  
 (Name of Person Making Affidavit) (Title or Officer)  
 of Gym Trucking, 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 14th day of October, 2026

(Signature) [Signature] (Date) 10/14/26  
 Notary Seal  
 NICHOLAS PIPIKIOS  
 Official Seal  
 Notary Public - State of Illinois  
 My Commission Expires Jan 11, 2027

**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: **Project No. 26-101; Spoil & Debris Hauling**

Comments:

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

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

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

**Contract Bond**

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

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

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

**CONTRACT BOND CONTINUED**

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

**IN WITNESS WHEREOF**, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**NAME OF PRINCIPAL**

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

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

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

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**NAME OF SURETY**

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

Subscribed to and Sworn before me on the

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

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



**SECTION XII**  
**(For Reference – Do Not Fill In)**  
**SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (herein after referred to as the “Agreement” or the “Contract”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, 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 authorized to conduct business in the State of Illinois (hereinafter referred to as the “Contractor”). The Village and the Contractor may, at times, be referred to collectively as the “Parties” or each individually as a “Party”.

**RECITALS**

**WHEREAS**, the Contractor submitted a Proposal dated \_\_\_\_\_, 202\_\_, a copy of which is attached hereto and incorporated herein by reference, to provide Spoil & Debris Hauling (hereinafter referred to as the “Work”) (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Bids dated XXXXXXXXXX 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 Work required hereunder; and

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

**NOW, THEREFORE**, in consideration of the terms herein and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

**1. RECITALS INCORPORATED**

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

**2. SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed \$\_\_\_\_.\_\_\_\_ in **2025** (the “Contract Price”). The Contractor shall complete the Project 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 hereby

represents and warrants that it has the skill and experience necessary to complete the Project in a good and workmanlike manner in accordance with the Contract Documents, and that the Project shall be free from defects.

### **3. DESIGNATED REPRESENTATIVES**

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this 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 the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of the Contractor as having been properly and legally given by the Contractor. The 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 13 of this Agreement.

The Village Manager 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. The 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 the Contractor with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

### **4. TERM OF CONTRACT, CONTRACT RENEWAL, AND RATE ADJUSTMENT**

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending at **11:59 p.m. December 31, 2026**. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal.

The Village shall have the right to renew this Contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Contractor to increase or decrease the Contract Price for each year this Agreement is in effect.

Upon written request from the Contractor, on or before October 20 of each year of this Agreement, the cost of the Services provided under this Agreement may be adjusted as follows: 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 period October through September for 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). Notwithstanding anything contained in this Request for Proposals 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. Any applicable adjustment shall take effect on January 1st.

## **5. PAYMENT SCHEDULE**

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

- (i) the Contractor's sworn statement;
- (ii) the Contractor's partial or final waiver of lien;
- (iii) any subcontractor's sworn statement(s); and
- (iv) any 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 any required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the Work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the Work, the Work has been approved by the Village, and any required waivers and paperwork have been submitted by the Contractor. Approval of the Work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the Work.

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

## **6. TERMINATION**

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 13 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the Work performed up to the date of termination.

## **7. DEFAULT/THE VILLAGE'S REMEDIES.**

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after the Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(A) The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Work properly performed prior to termination;

(D) The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from the Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any

Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

(E) The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

(F) In addition to the above, if the Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Work remains uncompleted. 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 required Work is not completed on time.

## **8. COMPLIANCE WITH APPLICABLE LAWS**

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

## **9. 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 (attorneys' and paralegals' fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of,

any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

## **10. INSURANCE**

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

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

### **(A) Commercial General Liability:**

- i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

### **(B) Workers' Compensation:**

- i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if any Work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers'



Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

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

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

(D) **Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$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 and its officers, employees, agents, and volunteers.

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

## 11. **GUARANTY**

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not

be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

**12. AFFIDAVIT OR CERTIFICATE**

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

**13. 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 or facsimile transmission to the persons and addresses indicated below or to such addresses and persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this Section:

**To the Village:**

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

**To the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

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

Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**14. AUTHORITY TO EXECUTE**

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

**15. EFFECTIVE DATE**

The effective date of this Contract shall be the last date of its execution by one of the Parties as reflected below.

**16. 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.

**17. INDEPENDENT CONTRACTOR**

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

**18. CONTRACT BOND**

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to \_\_\_\_\_ as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten

(10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

**19. PREVAILING WAGES**

The 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"). The 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 the Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of the Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. The 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. The 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.

The 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 attorneys' 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 the Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorneys' 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, the Contractor shall at its own expense, satisfy and discharge such judgment or award.

## **20. 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.

## **21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. COOPERATION OF THE PARTIES**

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

**26. COUNTERPARTS; FACSIMILE OR PDF/EMAIL SIGNATURES**

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

**27. CERTIFIED PAYROLL**

The 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. The Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

## **28. EQUAL OPPORTUNITY EMPLOYER**

The 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.

## **29. STANDARD OF CARE**

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

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and paid leave ordinances, respectively Cook County Ordinance Number 24-0583 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance,



Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

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

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

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

**VILLAGE OF OAK PARK**

**[full name of Contractor - capitalized]**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

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

Date: \_\_\_\_\_, 202\_\_

Date: \_\_\_\_\_, 202\_\_

**ATTEST**

**ATTEST**

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

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

Date: \_\_\_\_\_, 202\_\_

Date: \_\_\_\_\_, 202\_\_

## Hauling References

Village of Skokie Public Works

9050 Gross Point Rd.

Skokie, IL 60077

847-933-8427

Village of Morton Grove Public Works

7840 Nagle Ave.

Morton Grove, IL 60053

847-470-5235

Jim Burke Excavating, Inc.

9N509 Nesler Rd.

Elgin, IL 60124

847-638-6000