



Item k
Approved

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Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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File #:	RES 21-7	Name:	
Type:	Resolution	Status:	Consent Agenda
		In control:	President and Board of Trustees
On agenda:	2/1/2021	Final action:	
Title:	A Resolution Approving an Independent Contractor Agreement with Cerniglia Co. for Village Wide Emergency Water and Sewer Repair Services in 2021 in an Amount Not to Exceed \$40,000.00 and Authorizing its Execution		
Attachments:	1. Resolution - Cerniglia - Emergency Water and Sewer Repair , 2. Independent Contractor Agreement - Cerniglia - Emergency Water and Sewer Repair , 3. Attachment - 2021 Emergency Water and Sewer Repair Bid Tab , 4. Attachment - Bid Documents - Cerniglia - 2021 Emergency Water and Sewer Repair		

[History \(0\)](#) [Text](#)

Submitted By

John P. Wielebnicki, Public Works Director

Reviewed By

LKS

Agenda Item Title

A Resolution Approving an Independent Contractor Agreement with Cerniglia Co. for Village Wide Emergency Water and Sewer Repair Services in 2021 in an Amount Not to Exceed \$40,000.00 and Authorizing its Execution

Overview

The Village contracts with plumbing contractors for emergency water and sewer repair work in the Village right of way. Work is assigned to contractors when the needed response exceeds our internal capacity in terms of personnel and or equipment. Multiple Agreements will be proposed to ensure adequate coverage in an emergency situation including this agreement with Cerniglia, Co.

Recommendation

Approve the Resolution.

Fiscal Impact

The approved Fiscal Year 2021 budget provides a total of \$175,000.00 for Emergency Water and Sewer Repair Services in the Water and Sewer Fund, External Support, account no. 5040-43730-777-530667 (\$75,000.00 for Water) and 5040-43750-781-530667 (\$100,000.00 for Sewers).

A total of \$40,000.00 from these accounts is proposed to be awarded to Cerniglia Co. for these services. Agreements with two other contractors for \$40,000.00 each are proposed under other agenda items.

Background

The Public Works Department Water and Sewer Division typically make repairs to the water distribution and sewer collection systems with in-house staff. On occasions when in-house staff is unable to make repairs, for instance when crews are performing snow removal operations, lack the necessary equipment to perform such repairs, or multiple repairs are required simultaneously, an outside water and sewer contractor is called in to make the repair.

In December of 2020, Village Staff requested bids for Fiscal Year 2021 Water and Sewer Emergency Repair Services. Five contractors responded to the request and provided their rates. Staff recommends the Village enter into agreements with the lowest four bidders. The three low bidders will each receive agreements for \$40,000.00. The fourth low bidder will receive a contract for \$10,000.00. The work will be contracted on a job by job basis to make needed repairs. The contractor with the most favorable prices will be contacted first and if they are not available, the next contractor will be contacted. Work will be paid based on the rates provided in the bid.

Alternatives

The Board can delay action to gain additional information.

Previous Board Action

The Village Board approved funding for the program as part of the Fiscal Year 2021 budget and has approved emergency water and sewer repair contractor agreements annually.

Citizen Advisory Commission Action

N/A

Anticipated Future Actions/Commitments

It is anticipated that the Public Works Department will be bringing this agreement to the Village Board annually.

Intergovernmental Cooperation Opportunities

N/A

Village of Oak Park 2021 Bid: 21-106
Village Wide Emergency Water and Sewer Repair Work

Contractor: Cerniglia Co.

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$135.00	\$135.00	\$160.00	\$185.00
Operator	\$165.00	\$165.00	\$190.00	\$215.00
Foreman	\$165.00	\$165.00	\$190.00	\$215.00
Equipment Pricing per Hour				
Service Truck	\$25.00	\$25.00	\$25.00	\$25.00
Backhoe	\$75.00	\$75.00	\$75.00	\$75.00
Semi-Dump	\$25.00	\$25.00	\$25.00	\$25.00
Bobcat	\$35.00	\$35.00	\$35.00	\$35.00
End Loader	\$75.00	\$75.00	\$75.00	\$75.00
Trench Box	\$32.00	\$32.00	\$32.00	\$32.00

Materials:

CA7 Stone Backfill Installed (per cu. ft.):	\$32.00
Pavement Restoration (per sq. ft.):	\$15.00
Disposal of Materials (per cu. yd.):	\$40.00

Contractor: Garces Contractors LLC

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$124.50	\$124.50	\$165.97	\$207.43
Operator	\$149.50	\$149.50	\$211.10	\$260.85
Foreman	\$129.50	\$129.50	\$172.63	\$215.76
Equipment Pricing per Hour				
Service Truck	\$30.50	\$30.50	\$30.50	\$30.50
Backhoe	\$84.50	\$84.50	\$84.50	\$84.50
Semi-Dump	\$130.00	\$130.00	\$130.00	\$130.00
Bobcat	\$49.50	\$49.50	\$49.50	\$49.50
End Loader	\$84.50	\$84.50	\$84.50	\$84.50
Trench Box	\$49.00	\$49.00	\$49.00	\$49.00

Materials:

CA7 Stone Backfill Installed (per cu. ft.):	\$16.50
Pavement Restoration (per sq. ft.):	\$342.00
Disposal of Materials (per cu. yd.):	\$135.00

Village of Oak Park 2021 Bid: 21-106
Village Wide Emergency Water and Sewer Repair Work

Contractor: Gino's Heating and Plumbing, Inc.

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$97.00	\$97.00	\$130.00	\$174.00
Operator	\$120.00	\$120.00	\$162.00	\$216.00
Foreman	\$134.00	\$134.00	\$181.00	\$240.00
Equipment Pricing per Hour				
Service Truck	\$0.00	\$0.00	\$0.00	\$0.00
Backhoe	\$61.00	\$61.00	\$71.00	\$71.00
Semi-Dump	\$65.00	\$65.00	\$75.00	\$75.00
Bobcat	\$50.00	\$50.00	\$60.00	\$60.00
End Loader	\$78.00	\$78.00	\$88.00	\$88.00
Trench Box	\$31.00	\$31.00	\$41.00	\$41.00
Materials:				
CA7 Stone Backfill Installed (per cu. ft.):	\$112.00			
Pavement Restoration (per sq. ft.):	\$12.00			
Disposal of Materials (per cu. yd.):	\$33.00			

Contractor: IHC Construction Companies, LLC

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$100.00	\$100.00	\$130.00	\$160.00
Operator	\$122.00	\$122.00	\$155.00	\$180.00
Foreman	\$110.00	\$110.00	\$142.00	\$176.00
Equipment Pricing per Hour				
Service Truck	\$20.00	\$20.00	\$20.00	\$20.00
Backhoe	\$55.00	\$55.00	\$55.00	\$55.00
Semi-Dump	\$120.00	\$120.00	\$154.00	\$154.00
Bobcat	\$30.00	\$30.00	\$30.00	\$30.00
End Loader	\$50.00	\$50.00	\$50.00	\$50.00
Trench Box	\$80.00	\$80.00	\$80.00	\$80.00
Materials:				
CA7 Stone Backfill Installed (per cu. ft.):	\$35.00			
Pavement Restoration (per sq. ft.):	\$40.00			
Disposal of Materials (per cu. yd.):	\$45.00			

Village of Oak Park 2021 Bid: 21-106
Village Wide Emergency Water and Sewer Repair Work

Contractor: Mauro Sewer Construction, Inc.

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$122.00	\$132.00	\$198.00	\$275.00
Operator	\$146.00	\$156.00	\$234.00	\$325.00
Foreman	\$135.00	\$145.00	\$218.00	\$300.00
Equipment Pricing per Hour				
Service Truck	\$25.00	\$25.00	\$25.00	\$50.00
Backhoe	\$50.00	\$50.00	\$50.00	\$100.00
Semi-Dump	\$75.00	\$75.00	\$75.00	\$125.00
Bobcat	\$45.00	\$45.00	\$45.00	\$95.00
End Loader	\$55.00	\$55.00	\$55.00	\$105.00
Trench Box	\$35.00	\$35.00	\$35.00	\$85.00
Materials:				
CA7 Stone Backfill Installed (per cu. ft.):	\$69.00			
Pavement Restoration (per sq. ft.):	\$95.00			
Disposal of Materials (per cu. yd.):	\$60.00			

ORIGINAL

RESOLUTION

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH CERNIGLIA CO. FOR VILLAGE WIDE EMERGENCY
WATER AND SEWER REPAIR SERVICES IN 2021 IN AN AMOUNT
NOT TO EXCEED \$40,000.00 AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") for Village Wide Emergency Water and Sewer Repair Services in 2021 with Cerniglia Co. in an amount not to exceed \$40,000.00 is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 1st day of February, 2021, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Buchanan	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotla				✓

APPROVED this 1st day of February, 2021.


Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or the "Agreement") is entered into on this 2 day of February, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Cerniglia Co., an Illinois Corporation (hereinafter referred to as the "Contractor").

WHEREAS, Contractor submitted a Bid dated December 17, 2020 a copy of which is attached hereto and incorporated herein by reference, to provide Village Wide Emergency Water and Sewer Repair Services (hereinafter referred to as the "Work") for the public ways in the Village (hereinafter referred to as the "Project") pursuant to the Village's Request for Bids dated December 2, 2020, 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 Project and the work required hereunder (hereinafter referred to as the "Work"); and

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

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed \$40,000.00 ("Contract Price"). The Contractor shall complete the Project in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Bids, the Contractor's Bid and this Contract, all of which together shall constitute the Contract Documents. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the

Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

The Contractor shall achieve completion of all work required pursuant to the Contract Documents ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete any or all portions of the Project pursuant to the Contract Documents in a timely fashion, 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 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. The 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.

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 Director of Public Works 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

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31, 2021. The term of this Contract may

be renewed in writing for two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

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

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

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

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The

Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

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

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

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

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

(A) Commercial General Liability:

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

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

(B) Workers' Compensation:

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

(C) Comprehensive Automobile Liability:

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

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

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

10. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall

not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

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

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by email or personal service 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

To the Contractor:

Louis Napolitano
Cerniglia Co.
3421 Lake St.
Melrose Park, Illinois 60160
Email: LN@cernigliaco.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

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

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

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

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount five thousand (\$5,000.00) dollars 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.

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 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.

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

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 Agreement and any signatures 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'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.

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.

28. STANDARD OF CARE

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 sick leave ordinances, respectively Cook County Ordinance Number 16-5768 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 Services are 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 Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager

Date: 2/2, 2021

CERNIGLIA CO.


By: LOUIS NAPOLITANO
Its: PRESIDENT


Date: 2-5, 2021

ATTEST


By: Vicki Scaman
Its: Village Clerk

Date: 2/2, 2021

ATTEST


By: RALPH CIMINO
Its: CORPORATE SECRETARY

Date: 2-5, 2021


REVIEWED AND APPROVED
ASTORIA
FEB 01 2021
LAW DEPARTMENT



Search Cyberdriveillinois.com



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	54298056
Entity Name	CERNIGLIA CO.
Status	ACTIVE

Entity Information

Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Friday, 27 June 1986
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information

Name	LOUIS D NAPOLITANO III
Address	6 N 241 CIRCLE AVENUE MEDINAH , IL 60157
Change Date	Monday 9 August 2010

Annual Report

Filing Date	Wednesday 3 June 2020
For Year	2020

Officers

President Name & Address	LOUIS D NAPOLITANO III 6N241CIRCLE AVE MEDINAH, IL 60157
Secretary Name & Address	RALPH CIMINO 260 FRIARS CTADDISON IL 60101

CERNIGLIA CO
3421 LAKE STREET
MELROSE PARK, ILLINOIS 60160

SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2021 Emergency Water and Sewer Repair Work
Bid Number: 21-106
Issuance Date: 12/2/20

The Village of Oak Park will receive Bids from qualified contractors to perform emergency water and sewer repair work during the calendar year 2021 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 Thursday, December 17, 2020. 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 <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above or by calling 708-358-5700.

Due to COVID-19 separation protocols, the Oak Park Public Works Center is closed to the public. To hand deliver proposals, proposers may leave the proposals in the Public Works mailbox or call Public Works at 708-358-5700 and a representative will accept the bid package at the door. There will not be a formal 'bid opening' for the contract. Electronic signatures will be accepted on all documents.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Assistant Public Works Director, Rob Sproule at 708-358-5700 or rsproule@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: 21-106 Village Wide Emergency Water and Sewer Repair Work", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Rob Sproule, Assistant Public Works Director
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

Addendum - 1

Village of Oak Park 2021 Emergency Water and Sewer Repair Work

Number: 21-106

Issuance Date: 12/2/2020

Please strike the language included in the section below and bid based in the language provided here. If you have any questions on this or any other issues, please contact Rob Sproule at rsproule@oak-park.us or 708.358.5740.

III GENERAL SPECIFICATIONS - Detail Specifications: 16. Pavement Restoration

~~Pavement Restoration shall be completed in accordance with the Village's Right of Way Restoration Standards. Standards can be found at: https://www.oak-park.us/sites/default/files/public-works/vop_restortation_complete_final.pdf~~

~~In the case of restoration of arterial roads, the contractor shall match the existing pavement cross section typically 10" pcc base course with steel dowels and rebar and 4-5" of hma (typical).~~

Pavement Restoration shall be completed in accordance with the Village's Right of Way Restoration Standards. Pavement Restorations shall follow the specifications outlined on page 11 of the document: **Temporary Patch**. Standards can be found at: https://www.oak-park.us/sites/default/files/public-works/vop_restortation_complete_final.pdf

Addendum - 2

Village of Oak Park 2021 Emergency Water and Sewer Repair Work

Number: 21-106

Issuance Date: 12/2/2020

Please strike the language included in the section below shown with strikethrough and bid based in the language provided here. If you have any questions on this or any other issues, please contact Rob Sproule at rsproule@oak-park.us or 708.358.5740.

III GENERAL SPECIFICATIONS – Responsibility of Contractor

Add to end: The Village will not require permits for work on the Village's right of way. The Contractor shall obtain permits for non-emergency work on IDOT's right of way for Harlem Avenue, Roosevelt Road, and North Avenue. Costs for obtaining IDOT permits and bonds shall be considered unforeseen conditions and costs shall be paid separately with a 15% markup allowed.

III GENERAL SPECIFICATIONS - Detail Specifications: 10. Spoils

~~Surplus excavated material shall be properly disposed of off-site at the agreed upon price.~~

Typically the bidder will be able to use the Village's receiving pit at the water pumping station located at the southeast corner of the Lake Street and Lombard Avenue intersection for dumping of excavated materials ("Spoils"). Should the receiving pit not be available for any reason, the bidder will need to properly dispose of the Spoils off-site. Costs submitted in the Bid Form shall be for Spoils which cannot be disposed of in the Village's receiving pit. The bidder shall assume Spoils meet CCDD requirements and the bidder will need to obtain pH testing and the Village Engineer or Assistant Village Engineer will provide LPC 662 certification forms, if appropriate. Spoils not meeting CCDD requirements shall be considered unforeseen conditions and costs for environmental services and disposal of materials shall be paid for separately according to the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction Article 109.04.

IV BID FORM (Pricing) – Materials:

~~CA6 Stone~~ CA7 Stone

Backfill Installed \$_____/cu . yd.

IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village of Oak Park 2021 Emergency Water and Sewer Repair Work and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2021 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 proposal 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:	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evenings and Saturday Hours	Emergency Sunday and Holiday Hours
Laborer	\$ <u>135</u> /hr	\$ <u>135</u> /hr	\$ <u>160</u> /hr	\$ <u>185</u> /hr
Operator	\$ <u>145</u> /hr	\$ <u>145</u> /hr	\$ <u>190</u> /hr	\$ <u>215</u> /hr
Foreman	\$ <u>165</u> /hr	\$ <u>165</u> /hr	\$ <u>190</u> /hr	\$ <u>215</u> /hr
Equipment:				
Service Truck	\$ <u>25</u> /hr	\$ <u>25</u> /hr	\$ <u>25</u> /hr	\$ <u>25</u> /hr
Backhoe	\$ <u>75</u> /hr	\$ <u>75</u> /hr	\$ <u>75</u> /hr	\$ <u>75</u> /hr
Semi-Dump	\$ <u>25</u> /hr	\$ <u>25</u> /hr	\$ <u>25</u> /hr	\$ <u>25</u> /hr
Bobcat	\$ <u>35</u> /hr	\$ <u>35</u> /hr	\$ <u>35</u> /hr	\$ <u>35</u> /hr
End Loader	\$ <u>75</u> /hr	\$ <u>75</u> /hr	\$ <u>75</u> /hr	\$ <u>75</u> /hr
Trench Box	\$ <u>32</u> /hr	\$ <u>32</u> /hr	\$ <u>32</u> /hr	\$ <u>32</u> /hr

BID FORM (Pricing Continued)

Materials:

CAD STONE PER ADD 2

~~CAG Stone~~

Backfill Installed \$ 32 /cu. yd.

Pavement
Restoration \$ 15 /sq. ft.

Disposal of
Materials \$ 40 /cu. yd.

Cerniglia Co
acknowledges
receipt of
Addenda 1 & 2

Ralph Cimino
Vice President

12-17-2020

LOUIS NAPOLITANO

(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 by law to execute such acknowledgments.

Dated: 12 / 17 / 2020

CERNIGLIA CO

Organization Name (Seal - If Corporation)

By:

[Signature]
Authorized Signature

3421 LAKE ST, MELROSE TK, IL 60160
Address

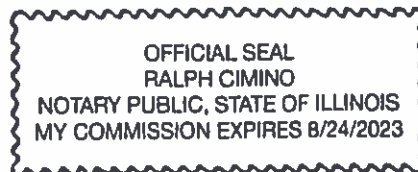
708.343.8584

Telephone

Subscribed and sworn to before me this 17 TH day of DEC, 2020.

Ralph Cimino in the State of ILLINOIS. My Commission
Notary Public

Expires on 8 / 24 / 2023



BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) **Corporation**

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

CEANIGLIA CO and is organized and existing under the laws of the State of
ILLINOIS. The full names of its Officers are:

President LOUIS NAAPOLITANO

Secretary RALPH CIMINO

Treasurer DOMINIC NAAPOLITANO

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 VILLAGE OF OAK PARK
ADDRESS 201 SOUTH BLVD
OAK PARK, IL
CONTACT BILL MCKENNA
PHONE 708 358 5720
WORK PROJECTS 18-1 & 19-17
PERFORMED

MUNICIPALITY VILLAGE OF SCHILLER PARK
ADDRESS 9524 W IRVING PARK ROAD
SCHILLER PARK, IL
CONTACT TONY ANGER
PHONE 847 471 8554
WORK 2020 WATERMAIN IMPROVEMENTS
PERFORMED

MUNICIPALITY VILLAGE OF OAKBROOK TERRACE
ADDRESS 17 W 275 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL
CONTACT CAIG WARD
PHONE 630 941 1651
WORK MIDWEST ROAD WATERMAIN EXTENSION
PERFORMED

MUNICIPALITY VILLAGE OF HILLSIDE
ADDRESS 425 HILLSIDE AVE
HILLSIDE, IL
CONTACT JOE AISANO
PHONE 708 202 3434
WORK LEE BLVD & DARMSTADT RD WATERMAIN
PERFORMED IMPROVEMENTS

V
BIDDER CERTIFICATION

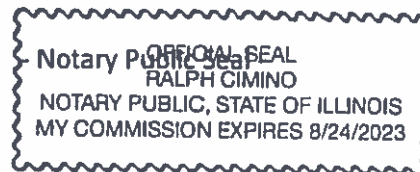
CERNIGLIA CO, as part of its Bid on an agreement for 2021 Village Wide Emergency Water and Sewer Repair Work for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 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)

LOUIS NAPOLITANO, PRESIDENT

Subscribed and sworn to before me this 17TH day of DEC, 2020.


Notary Public's Signature



VI
TAX COMPLIANCE AFFIDAVIT

LOUIS NAPOLITANO being first duly sworn, deposes and says:

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

CERNIGLIA CO
(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.

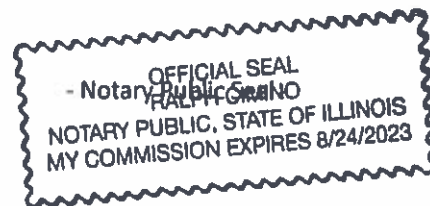
By: LOUIS NAPOLITANO
Its: PRESIDENT
CERNIGLIA CO

~~(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 17TH day of DEC, 2020.

Ralph Cimino
Notary Public's Signature



VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named CERNIGLIA CO and is organized and existing in good standing under the laws of the State of ILL. The full names of its Officers are:

President LOUIS NAPOLITANO

Secretary RALPH CIMINO

Treasurer DOMINIC NAPOLITANO

Registered Agent Name and Address: _____

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

LOUIS NAPOLITANO

PRESIDENT

CERNIGLIA CO, AN ILLINOIS CORPORATION

COPY

SECTION VIII
BID BOND

WE Cerniglia Co., 3421 Lake Street, Melrose Park, IL 60160

as PRINCIPAL, and Travelers Casualty and Surety Company of America
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to
as "VOP") in the penal sum of One Thousand dollars (\$1,000.00) , 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 17th day of
December A.D. 2020.

PRINCIPAL
Cerniglia Co.

(Company Name)

(Company Name)

By: 

(Signature & Title)

LOUIS NAPOLITANO, PRESIDENT

By: _____

(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)

BID BOND CONTINUED

COPY

Subscribed to and Sworn before me on the

17th day of December, 2020.

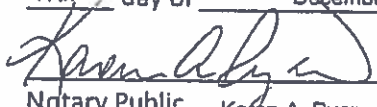
Notary Public

NAME OF SURETY Travelers Casualty and Surety Company of America

By: 
Signature of Attorney-in-Fact Kimberly R. Holmes

Subscribed to and Sworn before me on the

17th day of December, 2020.


Notary Public Karen A. Ryan





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly R. Holmes** of **LISLE** Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of December, 2020




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

SECTION IX
COMPLIANCE AFFIDAVIT

I, LOUIS NAPOLITANO (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 agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

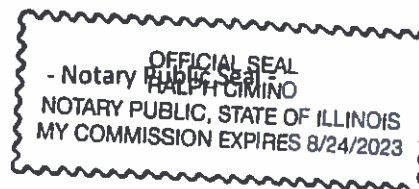
Name and address of Business: CERNIGLIA CO., 3421 LAKE ST, MENArose Pk, IL 60160

Telephone 708.343.8586

E-Mail CERNIGLIANAPCO@YAHOO.COM

Subscribed to and sworn before me this 17TH day of DEC, 2020.

Ralph Cimino
Notary Public



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

SECTION X
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: CERNIGLIA CO
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?
- 10 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: _____

LOUIS NAPOLITANO, PRESIDENT

12-17-2020

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 CEA DIGLIA CO
Total Employees 10

Job Categories	Total Employees	Males				Females				Total Minorities
		Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	1									
Professionals	1									
Technicians										
Sales Workers										
Office & Clerical	1									1
Semi-Skilled										
Laborers	7		2							2
Service Workers										
TOTAL	10		2							
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.

LOUIS NAPOLITANO, being first duly sworn, deposes and says that he/she is the PRESIDENT (Name of Person Making Affidavit) (Title or Officer)

of CEA DIGLIA CO 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 17th day of DECEMBER, 2020 OFFICIAL SEAL
Ralph Cimino NOTARY PUBLIC, STATE OF ILLINOIS
(Signature) (Date) MY COMMISSION EXPIRES 8/24/2023

LOUIS NAPOLITANO
PRESIDENT

SECTION XI
NO BID EXPLANATION

N/A

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. 21-106; Village of Oak Park 2021 Emergency Water and Sewer Repair Work

Comments:

Signed: _____

Phone: _____

XII
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 _____, 2020.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2020.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2020.

Notary Public

XIII
AGREEMENT
(For Reference – Do Not Fill Out)

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
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(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, 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. 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.

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 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.

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 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.

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'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.

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.

**[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: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 20__

Date: _____, 20__

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 20__

Date: _____, 20__

SECTION VIII
BID BOND

WE Cerniglia Co., 3421 Lake Street, Melrose Park, IL 60160

as PRINCIPAL, and Travelers Casualty and Surety Company of America
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of One Thousand dollars (\$1,000.00) , 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 17th day of
December A.D. 2020.

PRINCIPAL
Cerniglia Co.

(Company Name)

(Company Name)

By: 
(Signature & Title)

LOUIS NAPOLITANO, PRESIDENT

By: _____
(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)

BID BOND CONTINUED

Subscribed to and Sworn before me on the

17th day of December, 2020.

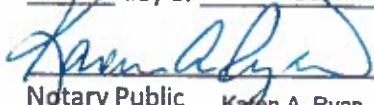
Notary Public

NAME OF SURETY Travelers Casualty and Surety Company of America

By: 
Signature of Attorney-in-Fact Kimberly R. Holmes

Subscribed to and Sworn before me on the

17th day of December, 2020.


Notary Public Karen A. Ryan





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly R. Holmes** of **LISLE** Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of December, 2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2021 Emergency Water and Sewer Repair Work
Bid Number: 21-106
Issuance Date: 12/2/20

The Village of Oak Park will receive Bids from qualified contractors to perform emergency water and sewer repair work during the calendar year 2021 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 Thursday, December 17, 2020**. 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 <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above or by calling 708-358-5700.

Due to COVID-19 separation protocols, the Oak Park Public Works Center is closed to the public. To hand deliver proposals, proposers may leave the proposals in the Public Works mailbox or call Public Works at 708-358-5700 and a representative will accept the bid package at the door. There will not be a formal 'bid opening' for the contract. Electronic signatures will be accepted on all documents.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Assistant Public Works Director, Rob Sproule at 708-358-5700 or rsproule@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: 21-106 Village Wide Emergency Water and Sewer Repair Work", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Rob Sproule, Assistant Public Works Director
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.

Bid Bond

The Bidder shall provide a Bid Bond in the amount of one thousand dollars (\$1,000.00). The attached form may be used or the bidder may provide cash or a certified check in the amount specified. The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work and provided the Contract Bond in an amount of five thousand dollars (\$5,000.00).

Contract Term

The initial contract term shall be from the date of award to December 31, 2021. 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). The Bidder shall be responsible for performing emergency services within seven (7) days of a notice to proceed for the agreement from the Assistant Public Works Director or his designee.

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. The annual adjustment shall be based upon 100% of the percentage of change of the *index published in September* (as defined below) as compared to the September index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Bidder must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 60 days before the expiration of the applicable term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

Notice to Proceed

Emergency Services shall begin within seven (7) days from the **Notice to Proceed** from the Village's Assistant Public Works Director. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Village's Assistant Public Works Director 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 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 E9998-1823-06). 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 Agreement with the Village to supply emergency assistance 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 XIII 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 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.

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 and Park District of Oak Park Logo or Likeness Use

The official logo of the Village or Park District of Oak Park is not to be used in any form. Use of the Village or Park District logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

III

GENERAL SPECIFICATIONS

Scope of Work

The Village is seeking Bids from qualified contractors for emergency water and sewer repair work. Particular emphasis will be placed on high standards of quality and professionalism including: timely responses to request for service, site and traffic management, and competent and efficient repairs.

In the event of an emergency, the Village will notify the contractor of the repair required. The Contractor will provide the Village with a written estimate of the time and materials needed, with an estimate of cost, 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. See detailed specifications below for further details on repairs.

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 provide emergency water and sewer repair services from seven (7) days after the notice to proceed through December, 31 2021. This would include emergency response during overnight hours and weekend. 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 Director of Public Works 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 to calls for service. 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 may be used for emergency water and sewer repairs.

1. Location of Water and Sewer Emergency Work

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner. All emergency water and sewer repair work is to be done in accordance with the enclosed specifications.

2. Response

The Contractor must respond within one (1) hour of emergency repair notification and must own the appropriate equipment and have on staff personnel to dig below ground (grade) and repair the broken/defective piping system. The Contractor must have prior knowledge and demonstrated experience with water and sewer line repairs. The work for each assignment for emergency work shall proceed uninterrupted until complete.

3. Work Expectations

The Contractor must provide for emergency water and sewer repairs on the following:

- Water mains range from 6-inch to 24-inch in diameter
- Water Service repairs
- Sewer Mains range from 6-inch to 30-inch in diameter
- Sewer may be as deep as 22-feet

4. Minimum Response

It is assumed that the equipment, labor and materials shall, at minimum, include the following:

- A minimum crew of 3 workers (one operator, one driver, and one pipe fitter/laborer) or proper staffing

- Proper Equipment (i.e., excavator, truck, tools, trench box): Primary equipment for the work must be contractor owned (rental equipment shall not be allowed for emergency crews, due to potential impacts to timely response). Other equipment that may be required but is not critical for timely completion of emergency repairs may be rented.
- Common Materials (i.e., pipe and couplings, pipe bedding, process aggregate, repair sleeves, buried utility marking tape)

The Contractor shall visit the work site and be fully informed of all existing and controlling conditions (including safety concerns) with respect to his work, the limitations of space in the work area, and the accessibility to and from the work site. The Contractor's plan of construction shall include sheeting, shoring, bracing, bridging, stabilization or other acceptable means to provide for the safeguard and protection of all existing traffic and facilities.

5. Minor Tools

Minor tools typically used for this type of work (such as hand tools; small generators; pipe plugs, cutters, and joining tools; shovels; etc.) shall not be paid for separately and shall be included within the hourly rate provided within the Contractor's Proposal. Unforeseen materials incorporated into the work shall be paid for separately, with a 15% markup allowed. This shall not include common items such as backfill materials, pipe bedding, process aggregate, paving, and the pipe repair materials.

6. Utility Locates (JULIE)

The Contractor is responsible for locating all underground utilities by notifying the Utility Locate service (J.U.L.I.E.) in compliance with state statute.

7. Property Damage

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

8. 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.

9. 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, works and 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.

10. Spoils

Surplus excavated material shall be properly disposed of off-site at the agreed upon price.

11. 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 Assistant Public Works Director or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Assistant Public Works Director, 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.

12. Motorized Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Assistant Public Works Director while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and/or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the private property prior to operating or parking vehicles or equipment on or over private property.

13. 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 Assistant Public Works Director.

14. Traffic Control Plan

Bidder's item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during emergency operations.

Traffic control shall be in accordance with the applicable sections of the 2020 Illinois Highway Standards for Traffic control, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans. Standards can be found at:

<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Safety-Engineering/2020%20Illinois%20Highway%20Standards%20for%20Traffic%20Control.pdf>

The governing factor in the execution and staging of work for their contract is to provide the motoring public with the safest possible travel conditions near the work zone. The bidder shall arrange their operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

15. Pedestrian Traffic Control

While emergency water and sewer repair work is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately adjacent to the work site if there is a reasonable concern of harm to pedestrians.

16. Pavement Restoration

Pavement Restoration shall be completed in accordance with the Village's Right of Way Restoration Standards. Standards can be found at: https://www.oak-park.us/sites/default/files/public-works/vop_restoration_complete_final.pdf

In the case of restoration of arterial roads, the contractor shall match the existing pavement cross section typically 10" pcc base course with steel dowels and rebar and 4-5" of hma (typical).

IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village of Oak Park 2021 Emergency Water and Sewer Repair Work and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2021 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 proposal 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:	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evenings and Saturday Hours	Emergency Sunday and Holiday Hours
Laborer	\$____/hr	\$____/hr	\$____/hr	\$____/hr
Operator	\$____/hr	\$____/hr	\$____/hr	\$____/hr
Foreman	\$____/hr	\$____/hr	\$____/hr	\$____/hr
Equipment:				
Service Truck	\$____/hr	\$____/hr	\$____/hr	\$____/hr
Backhoe	\$____/hr	\$____/hr	\$____/hr	\$____/hr
Semi-Dump	\$____/hr	\$____/hr	\$____/hr	\$____/hr
Bobcat	\$____/hr	\$____/hr	\$____/hr	\$____/hr
End Loader	\$____/hr	\$____/hr	\$____/hr	\$____/hr
Trench Box	\$____/hr	\$____/hr	\$____/hr	\$____/hr

BID FORM (Pricing Continued)

Materials:

CA6 Stone
Backfill Installed \$_____/cu . yd.

Pavement
Restoration \$_____/sq. ft.

Disposal of
Materials \$_____/cu . yd.

(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 by law to execute such acknowledgments.

Dated: ____/____/2020

Organization Name (Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

Subscribed and sworn to before me this _____ day of _____, 2020.

_____ in the State of _____. My Commission
Notary Public

Expires on ____/____/____

BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) **Corporation**

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

_____ and is organized and existing under the laws of the State of
_____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

The corporation does have a corporate seal. (In the event that this 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

ADDRESS

CONTACT

PHONE

WORK

PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK

PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK

PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK

PERFORMED

V
BIDDER CERTIFICATION

_____, as part of its Bid on an agreement for 2021 Village Wide
Emergency Water and Sewer 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 _____ day of _____, 2020.

Notary Public's Signature

- Notary Public Seal -

VI
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and
says:

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

(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:

(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 _____ day of _____, 2020.

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 _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this 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
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 One Thousand dollars (\$1,000.00) , 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. 2020.

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)

BID BOND CONTINUED

Subscribed to and Sworn before me on the

_____ day of _____, 2020.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2020.

Notary Public

SECTION IX
COMPLIANCE AFFIDAVIT

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

1. I am the (title) _____ 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 agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2020.

Notary Public

- Notary Public Seal -

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

SECTION X
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: _____
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: _____

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 _____

Total Employees _____

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												
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.

_____ being first duly sworn, deposes and says that he/she is the _____
 (Name of Person Making Affidavit) (Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 20__.

(Signature) _____ (Date) _____

SECTION XI
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. 21-106; Village of Oak Park 2021 Emergency Water and Sewer Repair Work

Comments:

Signed: _____

Phone: _____

XII
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 _____, 2020.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
____ day of _____, 2020.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
____ day of _____, 2020.

Notary Public

XIII
AGREEMENT
(For Reference – Do Not Fill Out)

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. 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.

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 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.

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 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.

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'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.

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.

**[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: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 20__

Date: _____, 20__

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 20__

Date: _____, 20__

Addendum - 1

Village of Oak Park 2021 Emergency Water and Sewer Repair Work

Number: 21-106

Issuance Date: 12/2/2020

Please strike the language included in the section below and bid based in the language provided here. If you have any questions on this or any other issues, please contact Rob Sproule at rsroule@oak-park.us or 708.358.5740.

III GENERAL SPECIFICATIONS - Detail Specifications: 16. Pavement Restoration

~~Pavement Restoration shall be completed in accordance with the Village's Right of Way Restoration Standards. Standards can be found at: https://www.oak-park.us/sites/default/files/public-works/vop_restortation_complete_final.pdf~~

~~In the case of restoration of arterial roads, the contractor shall match the existing pavement cross section typically 10" pcc base course with steel dowels and rebar and 4-5" of hma (typical).~~

Pavement Restoration shall be completed in accordance with the Village's Right of Way Restoration Standards. Pavement Restorations shall follow the specifications outlined on page 11 of the document: **Temporary Patch**. Standards can be found at: https://www.oak-park.us/sites/default/files/public-works/vop_restortation_complete_final.pdf

Addendum - 2

Village of Oak Park 2021 Emergency Water and Sewer Repair Work

Number: 21-106

Issuance Date: 12/2/2020

Please strike the language included in the section below shown with strikethrough and bid based in the language provided here. If you have any questions on this or any other issues, please contact Rob Sproule at rsproule@oak-park.us or 708.358.5740.

III GENERAL SPECIFICATIONS – Responsibility of Contractor

Add to end: The Village will not require permits for work on the Village's right of way. The Contractor shall obtain permits for non-emergency work on IDOT's right of way for Harlem Avenue, Roosevelt Road, and North Avenue. Costs for obtaining IDOT permits and bonds shall be considered unforeseen conditions and costs shall be paid separately with a 15% markup allowed.

III GENERAL SPECIFICATIONS - Detail Specifications: 10. Spoils

~~Surplus excavated material shall be properly disposed of off-site at the agreed upon price.~~

Typically the bidder will be able to use the Village's receiving pit at the water pumping station located at the southeast corner of the Lake Street and Lombard Avenue intersection for dumping of excavated materials ("Spoils"). Should the receiving pit not be available for any reason, the bidder will need to properly dispose of the Spoils off-site. Costs submitted in the Bid Form shall be for Spoils which cannot be disposed of in the Village's receiving pit. The bidder shall assume Spoils meet CCDD requirements and the bidder will need to obtain pH testing and the Village Engineer or Assistant Village Engineer will provide LPC 662 certification forms, if appropriate. Spoils not meeting CCDD requirements shall be considered unforeseen conditions and costs for environmental services and disposal of materials shall be paid for separately according to the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction Article 109.04.

IV BID FORM (Pricing) – Materials:

~~CA6 Stone~~ CA7 Stone

Backfill Installed \$_____/cu . yd.