Capital Improvement Program Village of Oak Park 2023 - 2027

Project:







Description:

This project involves improving the Public Works Center wash bay floor drains.

Justification:

The current floor drain system in the Public Works Center wash bay is not sufficient in size and capacity to properly drain the wash bay floor. The wash bay is used on a daily basis and the floor drains frequently become clogged with debris. Also, water often leaks into the occupied space (Water & Sewer Supervisor's office) beneath the wash bay in the lower level when the wash bay floor gets flooded.

Current Status:

A new traffic coating membrane was installed on the wash bay floor in 2017 which has mitigated the water leaks below the floor. However, the drains continue to back up often. Work was planned for 2021 but was delayed due to COVID-19. Work planned for 2022 would include engineering work for design (\$19,500). Work planned for 2023 would include installation of new drainage system, as well as new piping and concrete. Estimated costs for design work in 2022 are \$17,000. The balance (\$2,500) would be carried over into 2023 for additional engineering support during construction (for reviewing submittals, answering RFIs, and two site visits).

		FY 2027	ĸ	
	lget	FY 2026	R	×
Recommended Budget		FY 2025	×,	÷
		FY 2024	×	e
		FY 2023	175,000	175,000
Year End	Estimate	FY2022	17,000	17,000
Amended	Budget	FY2022	20,000	20,000
Project	Budget	FY2022	20,000	20,000
Actuals		FY2021	e.	x
	Ac	FY 2020	1	•
		Account Number	3012-41300-101-491495	
		Funding Sources	Transfer From CIP Fund #3095	Total:

Expenditures											
Design	3012-43790-101-540673	3	x	20,000	20,000	17,000	2,500	x	3		×
Construction	3012-43790-101-540673			8	3	a.	172,500)i	X	э
Total:		10	0	20,000	20,000	17,000	175,000	0	<u>)</u>	ā	9

Page 129 of 225

Bid Summary for Village of Oak Park Public Works Center Wash Bay Drainage Improvements 1/13/2023

Company	M/D/WBE	Total Cost
D. Kersey Construction	No	\$ 134,400.00
Tandem Construction	No	\$ 148,000.00

cyberdriveillinois.com is now ilsos.gov



Office of the Secretary of State Jesse White **ilsos.gov**

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	68173388
Entity Name	D KERSEY CONSTRUCTION CO.
Status ACTIVE	

Entity Information

Entity Type CORPORATION

Type of Corp DOMESTIC BCA

Incorporation Date (Domestic) Friday, 20 January 2012

State ILLINOIS

Duration Date PERPETUAL

Agent Information

Name

DOUGLAS L KERSEY

Address 4130 TIMBERLANE DR NORTHBROOK , IL 60062

Change Date Friday, 20 January 2012

Annual Report

Filing Date Thursday, 1 December 2022

For Year 2023

Officers

President Name & Address DOUGLAS L KERSEY 4130 TIMBERLANE DR NORTHBROOK 60062

Secretary Name & Address BRIAN D KERSEY 33 N GRACE PARK RIDGE IL 60068

Return to Search

File Annual Report Adopting Assumed Name Articles of Amendment Effecting A Name Change Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)

This information was printed from www.ilsos.gov, the official website of the Illinois Secretary of State's Office.

Tue Jan 17 2023

SECTION IV PROPOSAL FORM (Pricing)

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

Total Lump Sum Cost Base Proposal:

00 34,400

If proposing any alternates based on anything that could potentially be improved on, please list below along with alternate cost.

List Alternates (if any) or include as separate attachment:

Alternate(s) Cost: \$	_
24-Hour Emergency Call-back Number:	
(847) 847-564-3193	
Printed Name: Douglas L. Kersey	
Proposal Signature:	
State of Illinois) County of Cook	
Douglas L. Kersey - President	

(Type Name of Individual Signing)

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

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

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

Dated	
	ization Name
By:	If Corporation)
	4130 Timberlane Drive, Northbrook, IL 60062
Author	rized Signature Address
	none: <u>847-919-4980</u> ribed and sworn to before me this <u>13th</u> day of January 2023,
	in the State of ILLINOIS
Comm	ission Public 7
	s on 9 / 24 / 2024 STATE OFFICIAL SEAL
Compl (a)	ete Applicable Paragraph Below
(α)	The contractor is a corporation, which operates under the legal name of <u>D Kersey Construction Co.</u> and is organized and existing under the laws of the State of
	The full names of its Officers are:
	PresidentDouglas L. Kersey
	SecretaryBrian D . Kersey
	Brian D . Kersey Treasurer
	The corporation does have a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)
(b)	Partnership Names, Signatures, and Addresses of all Partners
	The partnership does business under the legal name of, which name is
	is registered with the office of in the
	county of
	<u>.</u>

(c) <u>Sole Proprietor</u>

.

(0)	The contractor is a Sole Proprietor whose full na	ame is If the contractor is operating under
	a trade name, said trade name is	
	which name is registered with the office of	
	in the county of	
Signe	ed:	
	Sole Proprietor	

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

MUNICIPAL QUALIFICATION REFERENCE SHEET

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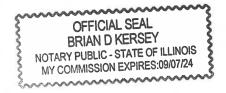
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MUNICIPALITY	SEE ATTACHED REFERENCES
ADDRESS	
CONTACT	
PHONE	
WORK PERFORMED	
MUNICIPALITY	
ADDRESS	
CONTACT	
PHONE	
WORK PERFORMED	
MUNICIPALITY	
ADDRESS	
CONTACT	
PHONE	
WORK PERFORMED	-

SECTION V CONTRACTOR CERTIFICATION

D Kersey Construction C as part of its proposal on an agreement for construction Work (Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

(Authorized Agent of Contractor selected Douglas L. Kersey - President 13th January 2023 Subscribed and sworn to before me this day of _ 2022. Notary Public's Signature - Notary Public Seal -



SECTION VI TAX COMPLIANCE AFFIDAVIT

Douglas L. Kersey

being first duly sworn, deposes and

of

says:

that he/she is _

President

(partner, officer, owner, etc.)

D Kersey Construction Co.

(Contractor selected)

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

the time	
By: Its: President Douglas L. Kersey	
(name of contractor if the contractor is an individual)	
(name of partner if the contractor is a partnership) (name of officer if the contractor is a corporation)	

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

Subscribed and sworn to before me this <u>13th</u>	day of _	January 2023	, 2022 .
Montany Public's Signature	- Notary P	OFFICIAL SEAL BRIAN D KERSE CUNTERSEDENC - STATE C MY COMMISSION EXPIRES	L Y FILLINOIS
Reporting Requirements			~~~~~

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

SECTION VII ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

			corporation,				Construction	Co.	and	is
orga	nized and ex	xistin	g in good stand	ling und	ler the law	s of the State o	f Illinois	The ful	Inam	es
of its	officers are	e:								

President	Douglas L. Kersey	
Secretary	Brian D . Kersey	
Treasurer	Brian D . Kersey	

Registered Agent Name and Address: 4130 Timberlane Drive, Northbrook, IL 60062

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

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is ______, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The contractor is a partnership which operates under the name

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

Signature

Signature

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

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

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

of the affiliation: _____

Signature of Owner



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 Ten Percent (10%) of the total Proposal price, as specified in the invitation for Proposals. 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 Proposal to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THERFORE if the Proposal 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. 2022.

PRINCIPAL

(Company Name)

(Company Name)

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)

By:

Subscribed to and sworn before me on the

_____ day of _____, 2022.

Notary Public

NAME OF SURETY

9

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By: ______Signature of Attorney-in-Fact

subscribed to and sworn before me on the

_____ day of ______, 2022.

Notary Public

SECTION IX CONTRACT BOND



Contract Bond

, as PRINCIPAL, and

as

SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of _______, well and truly to be paid to the Village, for the

payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

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

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

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of ______, 2022.

NAME	OF	PRINCIPAL	
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Ву:	
Signature	
Ву:	
Printed Name	
Its: Title	
Títle	
Subscribed to and Sworn before me on the	
day of	_, 2022.
Notary Public	
NAME OF SURETY	
By:	
By:Signature of Attorney-in-Fact	
Subscribed to and Sworn before me on the	

Notary Public

SECTION X **COMPLIANCE AFFIDAVIT**

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

Douglas L. Kersey

President

١,

1.	I am the (title) <u>President</u> of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;							
2.	I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;							
3.	The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."							
4.	I authorize the Village of Oak Park to verify the company's business references and credit at its option;							
5.	Neither the proposing company nor its affiliates ¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".							
6.	The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."							
7.	Neither the proposing company nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.							
8.	I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.							
9.	I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702							
Signatu	re: fine							
Name a	nd address of Business: D Kersey Construction Co., 4 30 Timberlane Drive, Northbrook, IL 60062							
Telepho	ne847-919-4980 info@dkersey.com							
Subscribed to and sworn before me this <u>13th</u> day of <u>January 2023</u> , 2022.								
Notary F	- Notary Public Seal - OFFICIAL SEAL BRIAN D KERSEY NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/07/24							

¹ Affiliates means: (i) any subsidiary of 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 XI M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal.

- **1.** Contractor Name: D Kersey Construction 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)
 - \checkmark 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?

____4 Number of full-time employees

0 Number of part-time employees

4. Similar information will be <u>requested of all sub-contractors working on this agreement</u>. 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: January 13, 2023 Date:

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal.

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

Contractor Name D Kersey Construction Co. Total Employees 4

						Mal	es			Fema	les		
Job Category	Total # of Empl.	Total Males	Total Females	Black	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Total Minorities
Officials & Managers	2	2	0	0	0	0	0	0	0	0	0	0	0
Professionals	2	2	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0
Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Trainees	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprentices	0	0	0	0	0	0	0	0	0	0	0	0	0

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

ene

Douglas L. Kersey

, being first duly sworn, deposes and says that he/she is

the President (Name of Person Making Affidavit)

(Title or Officer)

of <u>D Kersey Construction Co.</u> 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 13th January, 2023 day of . 2022. January 13, 2023 (Signature) (Date OFFICIAL SEAL **BRIAN D KERSEY** NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/07/24



4130 Timberlane Drive Northbrook, IL 60062 847-919-4980 Office 847-656-5002 Fax info@dkersey.com

WORK EXPERIENCE AND REFERENCES

Work Under Contract/In Progress – as of December 28, 2022

Berwyn Recreation Department – Toilet Room Remodeling Remodeling of 4 toilet rooms at city recreation center. Includes replacement of plumbing fixtures, masonry patching, new toilet partitions. Toilet accessories, resinous flooring, and painting. Address: 6501 W. 31st St., Berwyn, IL 60402 Owner: City of Berwyn Owner's Rep: Thomas Brandstedt, Novotny Engineering, 630-887-8640, <u>tbrandstedt@novotnyengineering.com</u> Architect: Lukasik & Associates, LTD., Rick Lukasik – 708-785-4107 – <u>r.lukasik@lukasikassociates.com</u> Contract Amount: \$ 163,822.00 Scheduled Start: December 8, 2022 Scheduled Completion: February 10, 2022 Percent Complete: 15%

Laramie Pump Station Improvements Painting, Flooring and Boiler Replacement Address: 957 Laramie Ave., Glenview, IL 60025 Owner: Village of Glenview, Jake Kohler, <u>ikohler@glenview.us</u> Architect: Kluber, Inc. – Chris Hansen, 630-406-1213, <u>chanson@kluberinc.com</u> Contract Amount: \$ 89,567.00 Schedule: September 12 – December 7, 2022 Percent Complete: 100% - In Closeout

<u>General Work at Multiple Sites – West Chicago S.D. 33</u> Structual steel, Masonry, Casework, Painting and Acoustical Ceiling work associated with Mechanical Upgrades at eight schools in the District. Address: Multiple locations in West Chicago, IL Owner: West Chicago S.D. 33, 312 E. Forest Avenue, West Chicago, IL 60185 Owner Representative: Fred Cadena, 630-669-9591 – <u>cadenaf@wego33.org</u> Architect: Arcon Associates, Inc. Craig Podalak – 708-638-3337 – <u>cepodalak@arconassoc.com</u> Original Contract Amount: \$699,900.00 Schedule: June 13, 2022 – August 15, 2022 Percent Complete: 100% Awaiting Closeout / Work delayed until 2023 due to equipment delays

Science Lab Remodeling at Harold L. Richards H.S. Remodel of three science classrooms including, ACT, Flooring, Doors, Casework, Painting and MEP systems. Address: 10601 S. Central Avenue, Oak Lawn, IL 60453 Owner: Community High School District 218, 10701 S. Kilpatrick Ave., Oak Lawn, IL 60453 Owner's Representative: Roger Ford, 708-424-2000 X2551 – <u>Rodge.Ford@CHSD218.org</u> Architect: DLA Architects, Ltd. – Rich Kocek, 847-742-4063 – <u>r.kocek@dla-ltd.com</u> Original Contract Amount: 1,081,793.00 Schedule: May 30, 2022 – August 12, 2022 Percent Complete: 100% - Preparing Final Closeout

COMMERCIAL

2021 Capital Improvements – Lincoln ES – Additional Scope – BP3 Concrete Furnish & Install self leveling concrete topping in Gymnasium Address: 3545 S. 61st Avenue, Cicero, IL 60804 Owner: Cicero School District 99 Owners Rep./ Construction Manager: Vision Construction & Consulting, Inc. Contact: Matther Brokenshire – <u>matt@visionconstruction.us</u> - 517-749-5432 Architect: FGM Architects, 1211 W. 22nd Street, Suite 700, Oak Brook, IL 60523 Original Contract Amount: \$129,450.00 Final Contract Amount: \$120,450.00 Schedule: 12/1/21 through 12/17/21 Substantial and Final Completion: 12/17/21 D Kersey Percentage of Contract: 24%

 Wohlers Hall Portico Rehbilitation

 Masonry Restoration, Roofing, concrete repair, steel handrails and painting of a portico structure

 Address: 733 N. Prospect Ave, Park Ridge, IL 60068

 Owner: Park Ridge Park District

 Owner's Rep: Jennifer Meunier, 847.292.1258, jmeunier@prparks.org

 Architect: FGM Architects, Inc. – Maggie Krieger 630-368-8318 MaggieK@fgmarchitects.com

 Original Contract Amount: \$81,144.00

 Final Contract Amount: \$109,497.00 (Contract increased due to added scope)

 Schedule: August 30, 2021-October 22, 2021

 Actual Completion: 10/22/21

 D Kersey Percentage of Contract: 17%

2021 Summer Work - Lake Forest High School East and West Campuses Installation of TMVs and RPZ throughout buildings, replacement of concrete stairs and rails, installation of new exhaust fans and associated ductwork and installation of new fire alarm devices Addresses: 300 S. Waukegan Road and 1285 McKinley Road, Lake Forest, IL 60045 Owner: Lake Forest High School District 115 Owner's Rep: Dan Morton – Director of Building and Grounds – 847-604-7441 – <u>dmortensen@lfschools.net</u> Architect: Perkins & Will – Rick Young – 312-755-4757 – <u>rick.young@perkinswill.com</u> Contract Amount: \$525,315.00 Final Contract Amount: \$529,917.00 Original Schedule, June 7, 2021 – August 2, 2021 – Portion of Work Delayed due to material procurement. Remainder of contract completed over Christmas Break. Substantial Completion: 1/3/21 Final Completion: 4/1/21 D Kersey Percentage of Contract: 22%

Elevator Repairs at Haven Middle School and Dr. MLK Jr. Literary & Fine Arts School Elevator repair and upgrades Addresses: 2417 Prairie Avenue and 2424 Lake Street, Evanston, IL 60201 Owner: Evanston/Skokie School District 65 – 1500 McDaniel Ave., Evanston, IL 60201 Owners Rep: Ron Don Stevenson, 847-875-4126, <u>stevensond@district65.net</u> Architect: Arcon Associates, Anthony Tremonte, 630-495-1900 X709, <u>ARTremonte@arconassoc.com</u> Original Contract Amount: \$169,900.00 Final Contract Amount: \$169,900.00 Actual Start: 2/10/2021 Scheduled Completion: 5/15/21 Actual Completion: 7/23/21 – (Delays in material) D Kersey Percentage of Contract - \$24%

COMMERCIAL

Renovation and Improvements 2020 Miscellaneous renovations at five schools Owner: Barrington Community Unit School District 220, Nicole Satera, Director of Facilities 847-842-3282 nsatera@barrington220.org Architect: Cashman Stahler – Greg Stahler – 630-889-8800 X2500, gstahler@cashmanstahler.com Original Contract Amount: \$541,400.00 Final Contract Amount: \$540,812.00 Schedule: June 8, 2020-August 10, 2020 Actual Start: June 1, 2020 Actual Completion: August 14, 2020 D Kersey Percentage of Contract: 17%

Oak Lawn High School – Entrance Renovation Replacement of entrance doors/Concrete at student drop off area 9400 Southwest Highway, Oak Lawn, IL Owner: Oak Lawn Community High School District 229, Joseph McCurdy, 708-741-5603 <u>jmccurdy@olchs.org</u> Architect: STR Partners LLC – Paul Brock – 312-242-4165 - <u>pbrock@strpartners.com</u> Original Contract Amount: \$ 223,500.00 Final Contract Amount: \$ 219,341.00 Schedule: July 6 thru August 31, 2020 Actual Start: July 6, 2020 Actual Completion: September 17, 2020 (Manufacturer made 4 doors wrong causing completion delay) D Kersey Percentage of Contract: 13%

First Presbyterian Church Sump Pump Project Installation of two new heavy-duty sump pumps and pits to manage storewater infiltration 219 W. Maple Avenue, Libertyville, IL 60048 Owner's Representative: Dave Clavey, Facilities Manager, 224-207-7587, <u>dclavey@boxp.net</u> Engineer: 20/10 Engineering Group, LLC – Ken Kowols, 847-882-2010, <u>ken@2010engineering.com</u> Contract Amount \$ 93,170.00 Final Contract Amount: \$ 99,348.00 (Added costs associated with unforeseen conditions) Schedule: August 19- October 15, 2020. Actual Start: August 19, 2020 Actual Completion: October 15, 2020 D Kersey Percentage of Contract: 38%

2019

Evanston Skokie School District 65 2018 Maintenance and Repair Work throughout 17 schools in district Admin. Address: 1500 McDaniel Ave., Evanston, IL 60201 Owner: Evanston/Skokie S.D. 65 Don Stevenson, 847-875-4126, <u>stevensond@district65.net</u> Architect: N/A – Design and Build 2019 Work Amount: \$503,405.00 Start Date: 1/1/2019 Final Completion Date: 12/31/2019 D Kersey Percentage of Contract: 40%

2019 Sprinkler Head Replacement at Emerson Middle School Replacement of all sprinkler heads in the bulding 1001 S. Fairview Ave., Park Ridge, IL 60068 Owner: Park Ridge – Niles School District 64 – 164 S. Prospect Ave., Park Ridge, IL 60068 Owners Rep: Ron DeGeorge, <u>rdegeorge@d64.org</u> Architect: StudioGC, Inc. – Rick Petricek, 847-276-1775, <u>r.petricek@studiogc.com</u> Contract Amount: \$94,667.00 Scheduled Start: 7/22/2019 Scheduled Substantial Completion: 8/15/2019 Actual Substantial Completion: 8/12/2019 D Kersey Percentage of Contract: 26%

COMMERCIAL

2018 Alterations and Life Safety - Maywood - Melrose Park - Broadview S.D. 89 Stair Tower Addition, Window Replacement, Masonry Restoration, new concrete ramp, and various life safety upgrades at four schools. Administration Address: 906 Walton Street, Melrose Park, IL 60160 Owners Rep: Clarance Thomas - Dir. B&G - 708-660-0202 /John Lullo - Asst. Dir. of B & G - 708-906-7380 Architect: StudioGC, Inc. - Liberty Turner, 312-253-3431, I.turner@studiogc.com Contract Amount: \$1,065,453.00 Final Contract Amount: \$1,068,397.00 (Increased due to owner requested changes) Scheduled Start: 4/1/2018 Scheduled Substantial Completion: 8/15/2018 Actual Substantial Completion: 8/24/2018 D Kersey Percentage of Contract: 16% 2018 Classroom Renovations at Fairview South School Remodel three classrooms including MEP systems 7040 Laramie Ave., Skokie, IL 60077 Owner: Fairview School District 72, Jeff Feyerer, Business Manager 847-929-1048 Architect: GreenAssociates, Aaron Woessner - 847-317-0852 awoessner@greenassociates.com Contract Amount: \$560,500.00 Final Contract Amount: \$ 560,233.00 Scheduled Start: June 7, 2018 Scheduled and Actual Substantial Completion: August 6, 2018 Final Completion: September 20, 2018 D Kersey Percentage of Contract 17%

Special Education Toilet Upgrade at Irving Middle School Upgrade small toilet rooms to larger special needs toilet room Owner: Maywood-Melrose Park-Broadview S.D. 89 906 Walton Street, Melrose Park, IL 60160 Owners Rep: John Lullo – Asst. Dir. of Buildings & Grounds – 708-906-7380 Architect: StudioGC, Inc. – Liberty Turner, 312-253-3431, <u>Lturner@studiogc.com</u> Original Contract Amount: \$ 77,055.00 Final Contract Amount: \$ 74,970.00 Start: 6/7/2018 Scheduled Substantial Completion: 8/15/2018 / Actual Substantial Completion: 8/24/2018 Final Completion: 10/22/2018 D Kersey Percentage of Contract: 27%

CNA CLASSROOM RENOVATION

Interior Renovation of Classroom at Barrington High School, 616 West Main Street, Barrington, IL 60010 Managed larger trades contracted directly by the District. Total project scope roughly \$400,000. Owner: Barrington Community Unit School District 220 Architect: Cashman Stahler – Greg Stahler – 630-889-8800 X2500, <u>gstahler@cashmanstahler.com</u> Contract Amount: \$91,599.00 Substantial Completion Date: August 23, 2018 (Actual and Contract) Final Completion Date: September 28, 2018 D Kersey Percentage of Contract: 60%

2018 Plumbing Replacement at Roosevelt Elementary School Replacement of Galvanized Domestic Water piping throughout school 1001 S. Fairview Ave., Park Ridge, IL 60068 Owner: Park Ridge – Niles School District 64 – 164 S. Prospect Ave., Park Ridge, IL 60068 Owners Rep: Ron DeGeorge, <u>rdegeorge@d64.org</u> Architect: StudioGC, Inc. – Rick Petricek, 847-276-1775, <u>r.petricek@studiogc.com</u> Contract Amount: \$261,623.00 Final Contract Amount: \$241,281.00 Scheduled Start: 6/2/2018 Scheduled Substantial Completion: 7/29/2018 Actual Substantial Completion: 8/20/2018 Final Completion: October 22, 2018 D Kersey Percentage of Contract: 27%



Fire Escape Removal at Wharton Elementary School Masonry and Interior repairs following removal of two existing fire escapes 7555 W. 64th Street, Summit, Illinois 60501 Owner: Cook County School District 104, Don Dames 708-458-0505, <u>ddames@sd104.us</u> Architect: N/A Contract Amount: \$ 44,606.00 Scheduled Start: July 10, 2017 Scheduled and Actual Completion: August 4, 2017 D Kersey Percentage of Contract: 20%

Carol Stream Public Works Column Repair Repair of steel columns at Public Works garage. 124 Gerzevske Lane, Carol Stream, IL 60188 Owner: Village of Carol Stream – Phil Modaff – Public Works Director - 630-871-6260, pmodaff@carolstream.org Engineer: K2N Crest – Jared D'Amico (630) 990-9595 jareddamico@k2n.com Contract Amount: \$57,648.00 Final Contract Amount: \$57,407.00 Scheduled Start: October 12, 2016 Scheduled Completion: November 30,2016 Substantial Completion: November 7, 2016 Final Completion: January 6, 2017 D Kersey Percentage of Contract: 20%

<u>Village of Wilmette – Village Hall Door Replacement</u> Replacement of manual entrance doors with automatic doors. 1200 Wilmette Avenue, Wilmette, IL 60091 Owner Representative: John Ramaker – 847-853-7624, <u>ramakerj@wilmette.com</u> Architect: Design/Build Contract Amount: \$ 72,960.00 Substantial Completion Date: 10/10/2016 D Kersey Percentage of Contract: 20%

2016

2016 Capital Improvements at Oak Park & River Forest High School
Renovation and improvement work throughout school including demolition, masonry, structural steel, drywall, plastering, acoustical ceilings, casework, roofing and floor finishes
201 North Scoville Ave. Oak Park, IL 60302
Subcontract to Mechanical Prime Contractor - C. Acitelli Heating & Piping Contractors Inc. Charlie Acitelli – 630-832-4645, cacitelli@acitelli.com
Owner: OPRF H.S. Dist. 200, Jeff Bergmann, Dir. of Buildings and Grounds, 630-529-5554, jbergmann@oprfhs.ocg
Architect: Legat Architects – Rob Wroble and Brian Campbell – 630-990-3535, rwroble@leget.com
Subcontract Amount - \$ 449,947.00
Scheduled Start: May 2016
Substantial Completion Date: July 29, 2016
D Kersey Percentage of Contract: 20%

S.D. 15 - 2016 Summer Life Safety Work – Package 6C Lincoln Elementary School – 1021 Ridewood Lane, Palatine, IL 60067 Walter R. Sundling Junior High School – 1100 N. Smith Street, Palatine, IL 60067 Owner: Community Consolidated School District 15 – 580 North First Bank Drive, Palatine, IL 60067 Construction Manager: Gilbane Building Co. – Ernest Spina <u>espina@gilbaneco.com</u> 847- 812-4004 Original Contract Amount: \$ 1,008,433.00 Anticipated Final Contract Amount: \$ 869,598.47 Scheduled Start: June 13, 2016 Substantial Completion Date: July 29, 2016 D Kersey Percentage of Contract: 20%

Sewer Replacement Work at Wharton Elementary School

COMMERCIAL

2014

Tech Lab Renovation 2014 Interior Renovation of Tech Classrooms at 2 schools Barrington Middle School- Prairie Campus - 40 W Dundee Rd, Barrington, IL 60010 Barrington Middle School Station Campus - 215 S Eastern Ave, Barrington, IL 60010 Owner: Barrington Community Unit School District 220 Architect: Cashman Stahler – Greg Stahler – 630-889-8800 X2500, <u>gstahler@cashmanstahler.com</u> Original Contract Amount: \$400,260.00 Final Contract Amount: \$397,610.00 Substantial Completion Date: August 8, 2014 (Actual and Contract) Final Completion Date: August 29, 2014 (Actual and Contract) D Kersey Percentage of Contract: 20%

2013

Remodeling of Medical Center

Sitework and exterior improvements, including new children's playground, fence, lawn areas, concrete work, curbs, ramps, walkways, steps, railings, extension of roof structure and flagpole. Address: Stickney Medical Center North Facility, 6721 W. 40th St., Stickney, IL 60402 Owner: Town of Stickney, Don Hantson, Dir. of Buildings and Grounds, 708-932-8897 Architect: Frega Architects - Rudy Cuasay – 312-663-0640 Original Contract Amount: \$355,000.00 Final Contract Amount: \$378,493.52 Substantial Completion Date: August 1, 2013 (Actual and Contract) Final Completion Date: August 15, 2013 (Actual and Contract) D Kersey Percentage of Contract: 20%

Installation of Curtain Walls – Sleepy Hollow, Neubert and Hampshire Elementary Schools Furnish and install new curtain wall entrances. Admin Address: 300 Cleveland Ave, Carpentersville, IL 60110 Owner: Comm. Unit School District 300, Bruce Batt, Dir. of Buildings and Grounds 847-551-8369, Bruce.Batt@d300.org Architect: N/A – Design Build Original Contract Amount: \$70,020.00 Final Contract Amount: \$70,020.00 Substantial Completion Date: August 1, 2013 (Actual and Contract) Final Completion Date: August 15, 2013 (Actual and Contract) D Kersey Percentage of Contract: 20%

Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR: (Name, legal status and address)

D Kersey Construction Co. 4130 Timberlane Drive Northbrook, IL 60062

OWNER: (*Name, legal status and address*) Village of Oak Park 201 South Boulevard Oak Park, IL 60302

(Name, legal status and principal place of business) Harco National Insurance Company

Ten Percent of Amount Bid

SURETY:

4200 Six Forks Road, Suite 1400 Raleigh, NC 27609 Mailing Address for Notices same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

BOND AMOUNT: \$

(Name, location or address, and Project number, if any)

Public Works Center Wash Bay Drainage Improvements

10%

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such as a statutory or other legal requirement shall be deemed herein. When so furnished, the intent is that this Bond shall be conformed by as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of January, 2023

Principal By: (The) (Surety) (Witness) Karen E Socha

terse 0 D Kersey Construction Co. (Sect) llinois S INSUP Harco National Insurance Company (Seal) Bv: INC (Tille) Jødje Sellers Attorney-in-Fact

S-0054/AS 8/10

State of	Illinois					
County of	Cook					

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

Ι, Notary Public of Donna Irigoyen County, in the State of Cook Illinois do hereby certify that Jodie Sellers Attorney-in-Fact, of the Harco National Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the for the uses and purposes therein set forth. Harco National Insurance Company

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 13th day of January 2023

Notary Public My Commission expires:

Donna Irigoyen

July 13, 2025

Bearfa DONNA IRIGOYEN OFFICIAL SEAL ary Public - State Of Illinois Commission Expires July 13, 2025

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond #	Bid Bond	
Principal	D Kersey Construction Co.	
Obligee	Village of Oak Park	

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Jodie Sellers

their true and lawful attomey(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation given for the execution of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021.



hutle

STATE OF ILLINOIS County of Cook



Kenneth Chapman Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2021 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly swom, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of January, 2023

STATE OF NEW JERSEY

County of Essex

Irene Martins, Assistant Secretary

REQUEST FOR PROPOSALS INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park Public Works Center Wash Bay Drainage Improvements Proposal Number: 22-134 Issuance Date: 12/14/2022

The Village of Oak Park will receive proposals from qualified contractors to install a new drainage system for the vehicle wash bay at the Public Works Center, located at 201 South Blvd., Oak Park, IL 60302. Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 11:00 a.m. **on Friday, January 13th, 2023.** Proposals may also be sent via e-mail to <u>vics@oak-park.us</u>. Proposals will be reviewed and the results of the review will be presented to the Village of Oak Park Board of Trustees.

There will be a pre-proposal meeting at the Public Works Center, located at 201 South Blvd., Oak Park, IL 60302 on Wednesday, December 21st, 2022 at 10:00 a.m. Prospective bidders are encouraged to attend the pre-bid meeting to inspect site conditions, receive design drawings and obtain other pertinent information about the scope of work.

Specifications and proposal forms may be obtained by sending a request to Building Maintenance Superintendent, Vic Sabaliauskas at <u>vics@oak-park.us</u> or by stopping by the Public Works Center at the address listed above or by calling 708-358-5710.

The Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal.

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

In responding to this Request for Proposals, the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

Submission of Proposals

The proposal shall be submitted on the proposal form included herewith. If proposal is hand delivered or mailed to the Public Works Center, the proposal shall be submitted in a sealed envelope marked **"PROPOSAL: 22-134 Village of Oak Park Public Works Center Wash Bay Drainage Improvements"**, shall bear the return address of the bidder, and shall be addressed as follows:

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

SECTION I PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposal

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

Proposal Bond

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

Contract Bond

The successful contractor shall, within ten (10) calendar days after award of the Proposal, furnish a contract bond in the amount of one hundred percent (100%) of the contract price. The bond shall ensure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The contract bond shall be furnished in the same number of copies as the number of copies of the agreement to be executed.

Award of Agreement

The agreement will be awarded in whole or in part to the responsible contractor whose proposal, conforming to the request for proposals, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

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

Taxes not Applicable

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

Withdrawal of Proposals

Any contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No contractor may withdraw or cancel its proposal for a period of sixty (60) calendar days after

the advertised closing time for the receipt of proposals. The successful contractor may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

Investigation of Contractors

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

Rejection of Contractor

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

Conditions

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

Compliance with Applicable Laws

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

Governing Law

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

Subletting of Agreement

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

Interpretation of Agreement Documents

Any contractor with a question about this proposal may request an interpretation thereof from the Village. If the Village changes the proposal, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued.

Contractors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses and Permits

The contractor shall be responsible for becoming a licensed contractor in the Village. The contractor shall also be responsible for obtaining any and all required permits from the Village's Development Customer Services Department (Building Permits Division). The Village shall waive all permit fees.

Agreement

The selected contractor shall enter into an agreement with the Village to complete the work in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the contractor and returned, together with the agreement bond within ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor.

Notice to Proceed

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

Fees and Cost

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

Dispute Resolution

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

SECTION II DETAILED SPECIFICATIONS

See attached detailed specs and design documents as submitted by the design firm of Transystems.

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

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

Alterations, Omissions and Extra Work

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

Job Site Conditions

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

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

Safety Precautions: The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall aproposale by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

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

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

Method of Payment

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

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

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

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the scope of work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the agreement price or be inconsistent with the scope of work.

Changes Due to Unknown Conditions: The contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the contractor shall notify the Village and a change order will be negotiated.

Any change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

Correction of Work Prior To Final Payment

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

- 1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
- 2. If the Village deems it unacceptable to have the contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the

contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Contractor's Representative

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

<u>Workers</u>

The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Dispute Resolution

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

Mandatory Qualifications for Contractor's Personnel

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

1. No more than 50% of the crew may be trainees at any one time.

2. Supervisors must be fluent in the English language and capable of reading and writing English.

3. Technicians employed by the contractor selected shall be fully trained and skilled in safe and proper techniques. Specific training required must follow the OSHA standards (see *below*).

4. The contractor selected shall provide sufficient documentation, if requested by the Village, to demonstrate adequate training has been provided upon commencement of the agreement. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of proposal. The use of technicians who are not adequately trained may be sufficient grounds for termination of the agreement.

5. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the

contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

OSHA Requirements

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

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

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

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

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

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

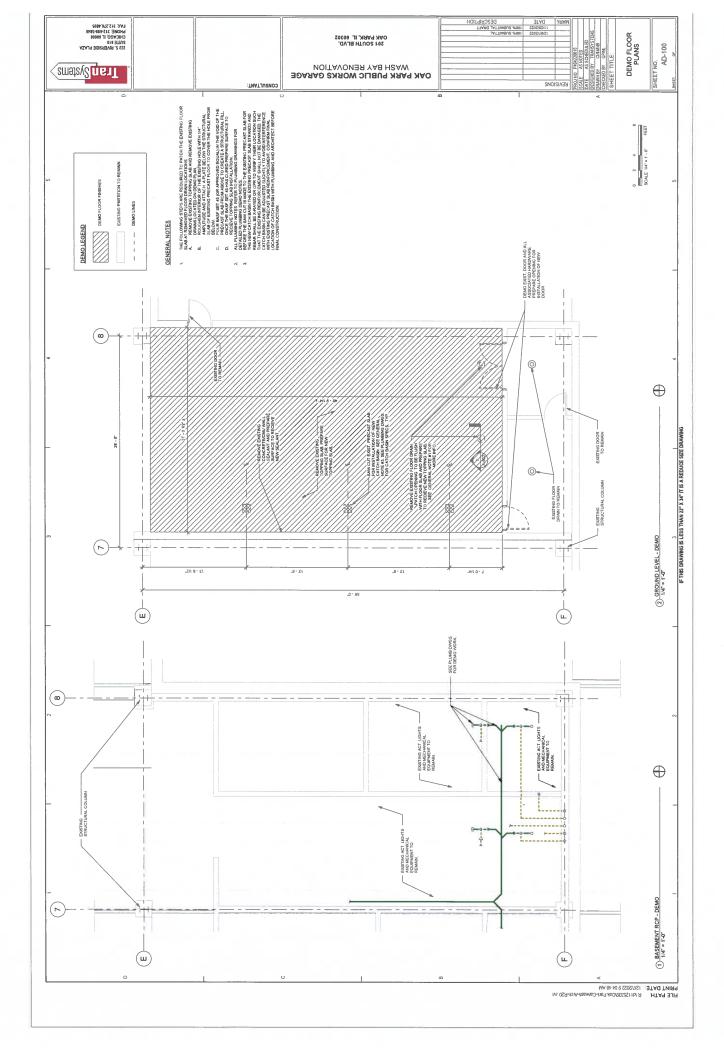
Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice 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.

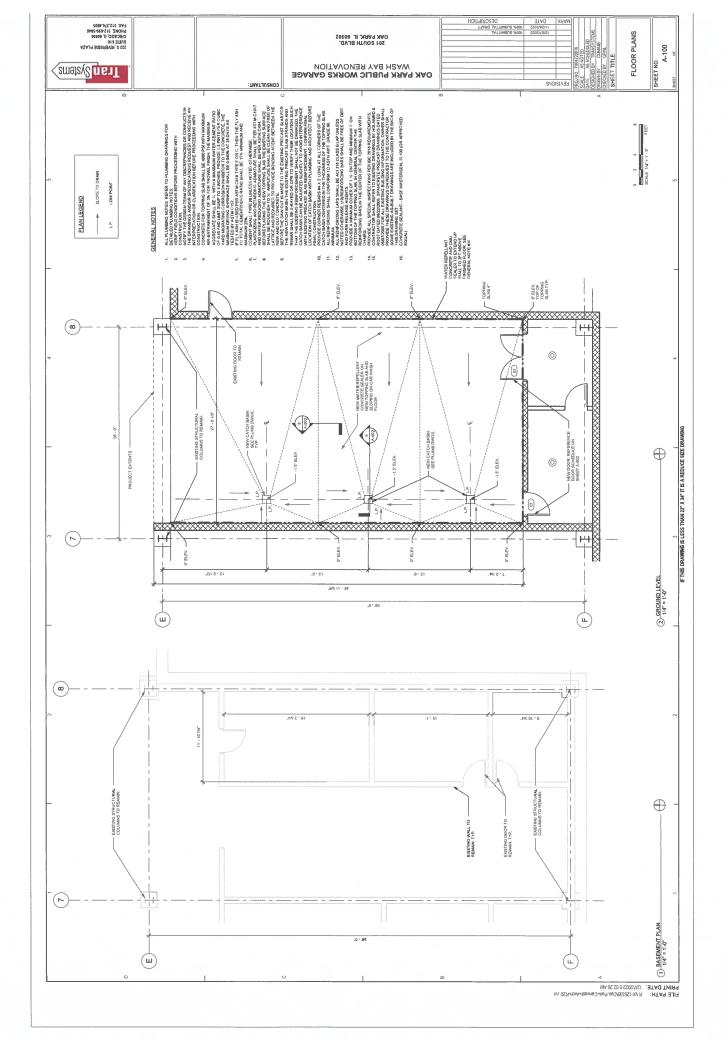
SECTION III SCOPE OF WORK

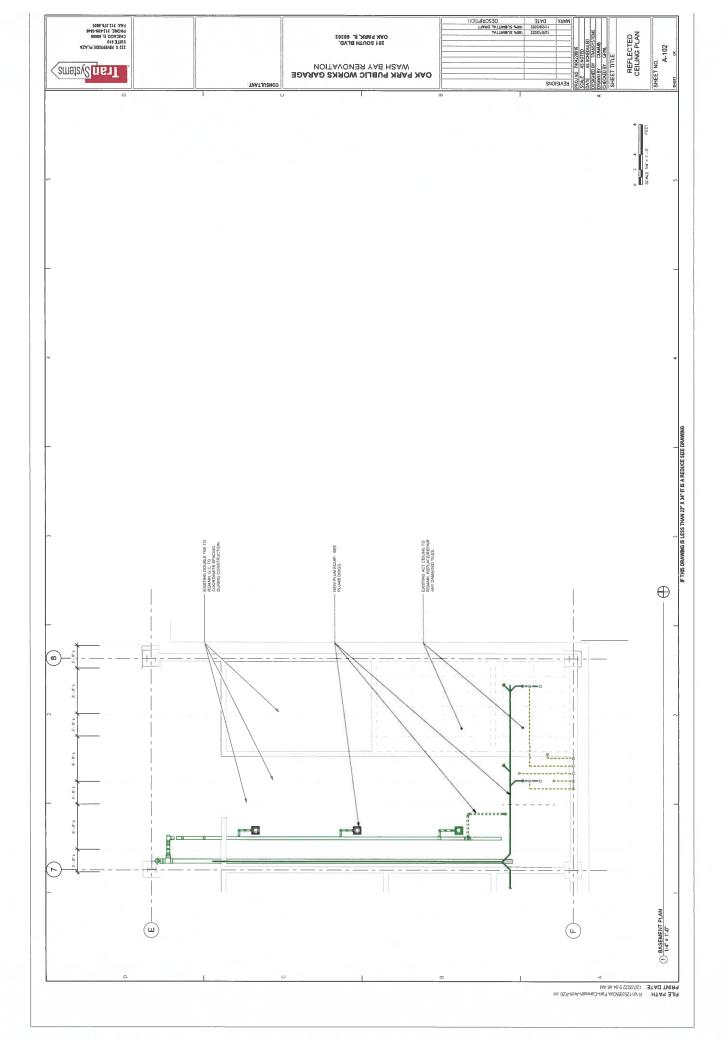
See attached detailed specs and design documents as submitted by the design firm of Transystems.

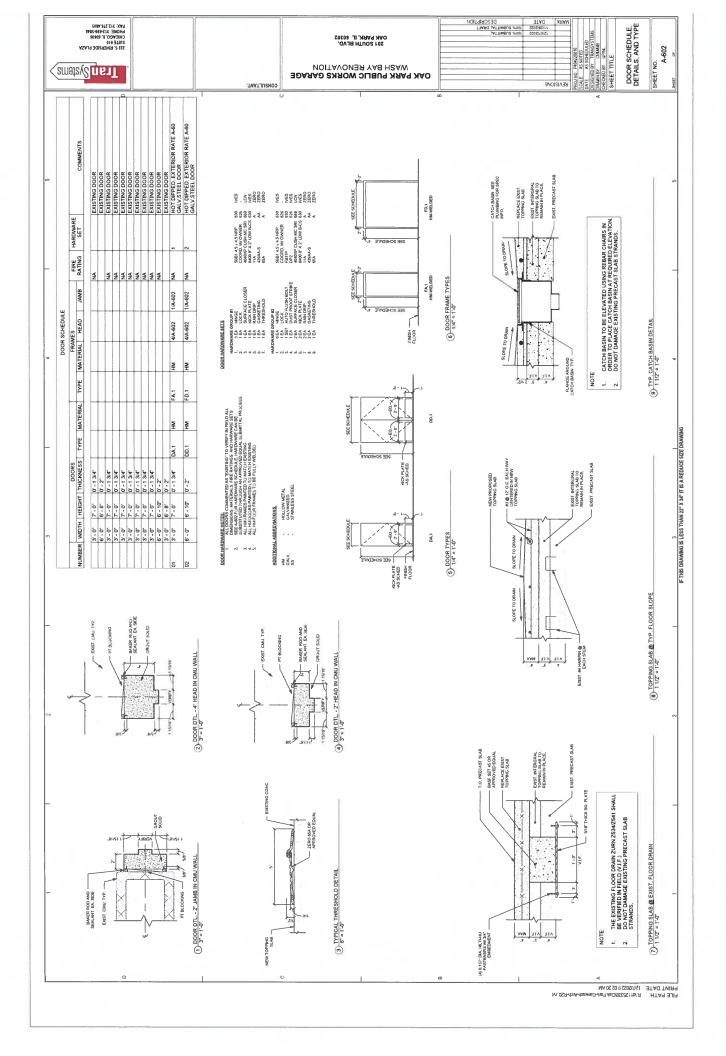


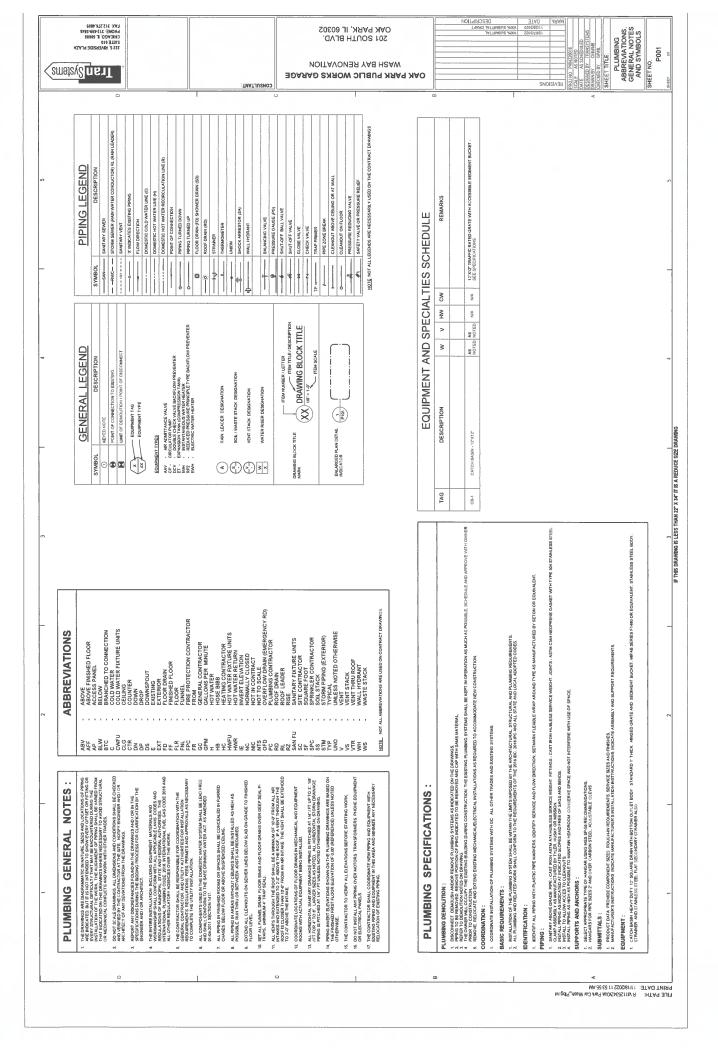
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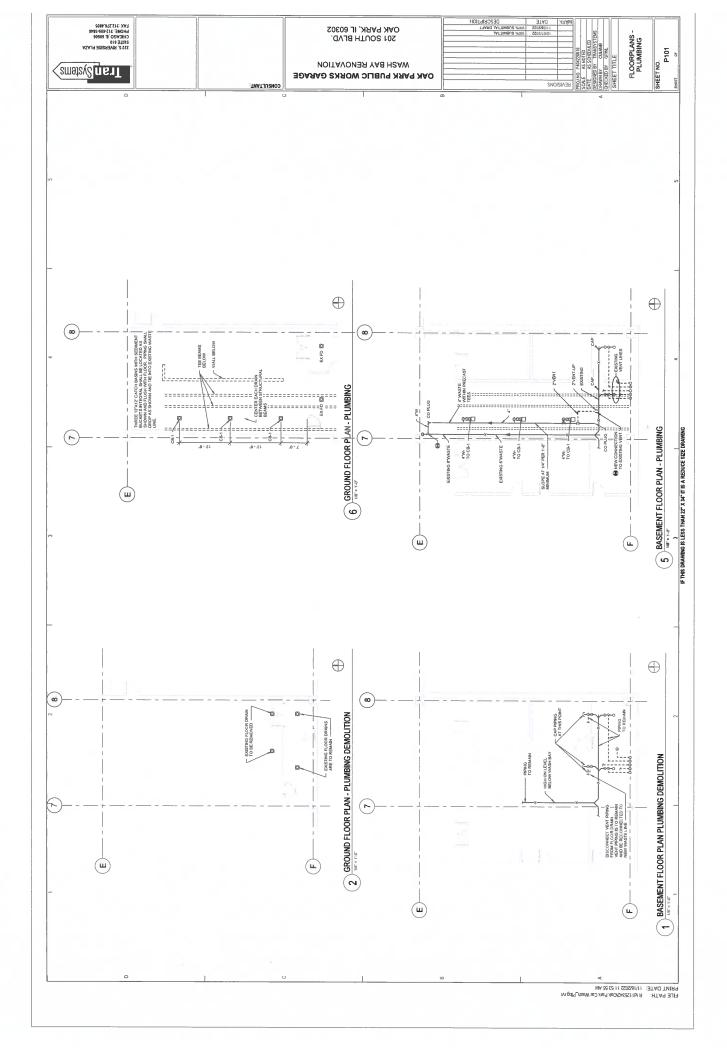


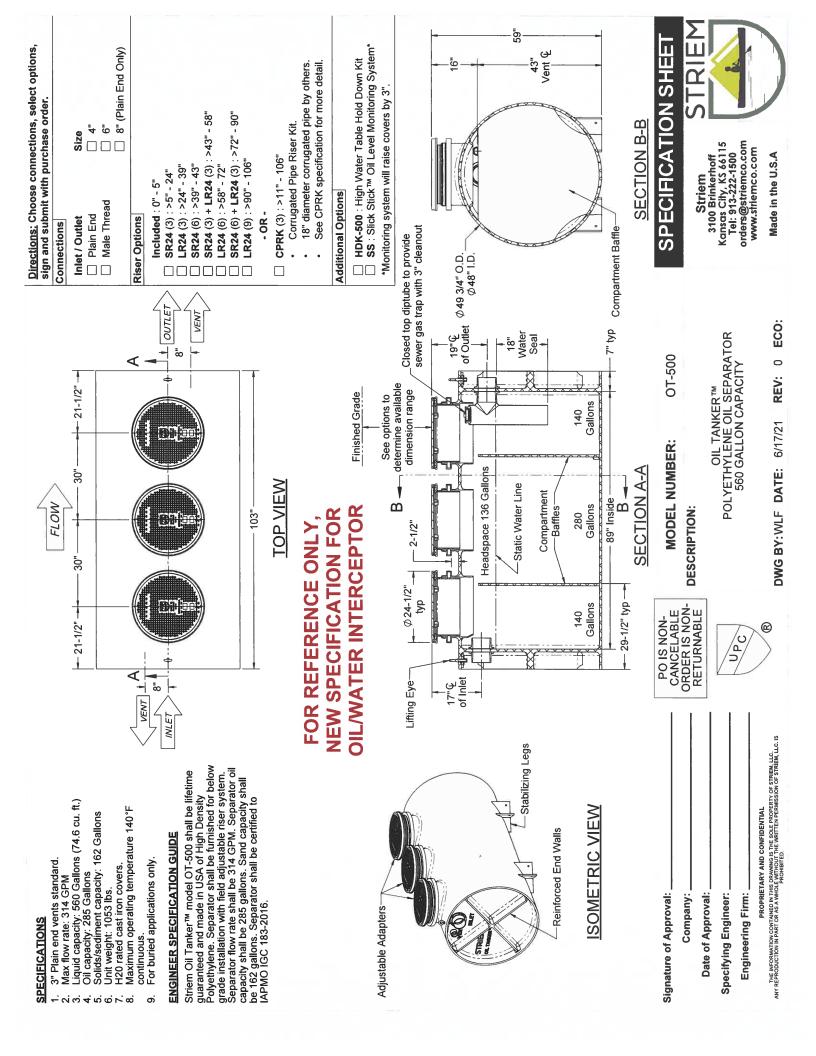


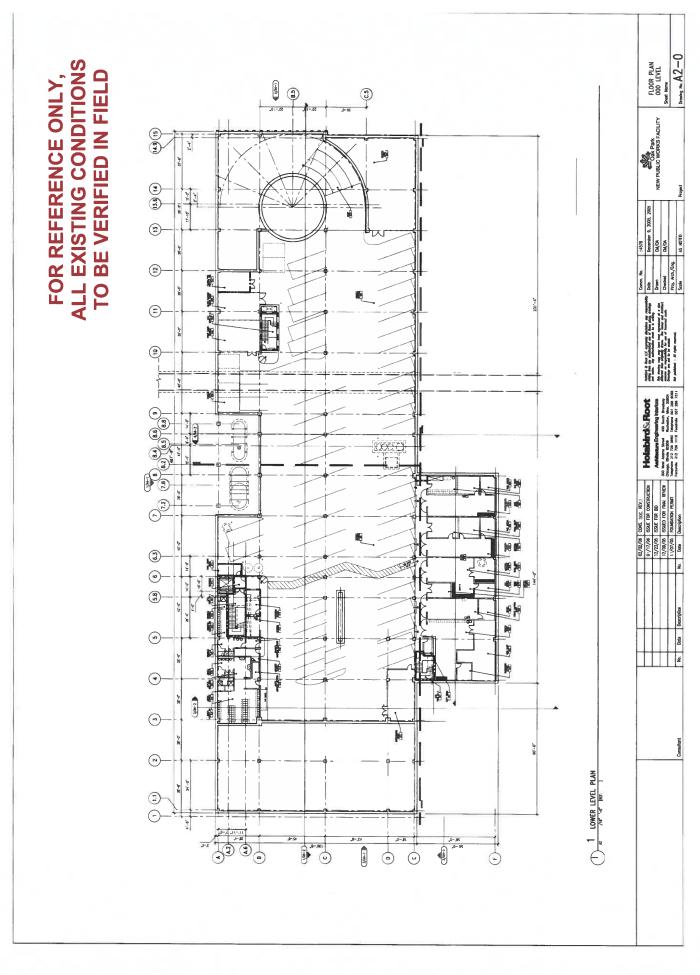


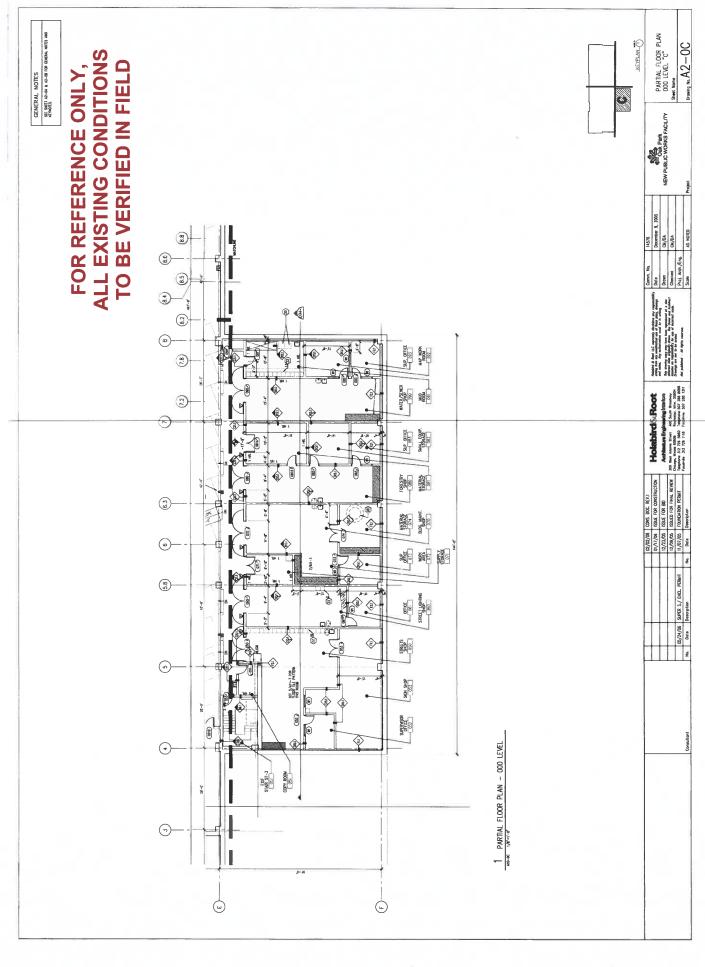






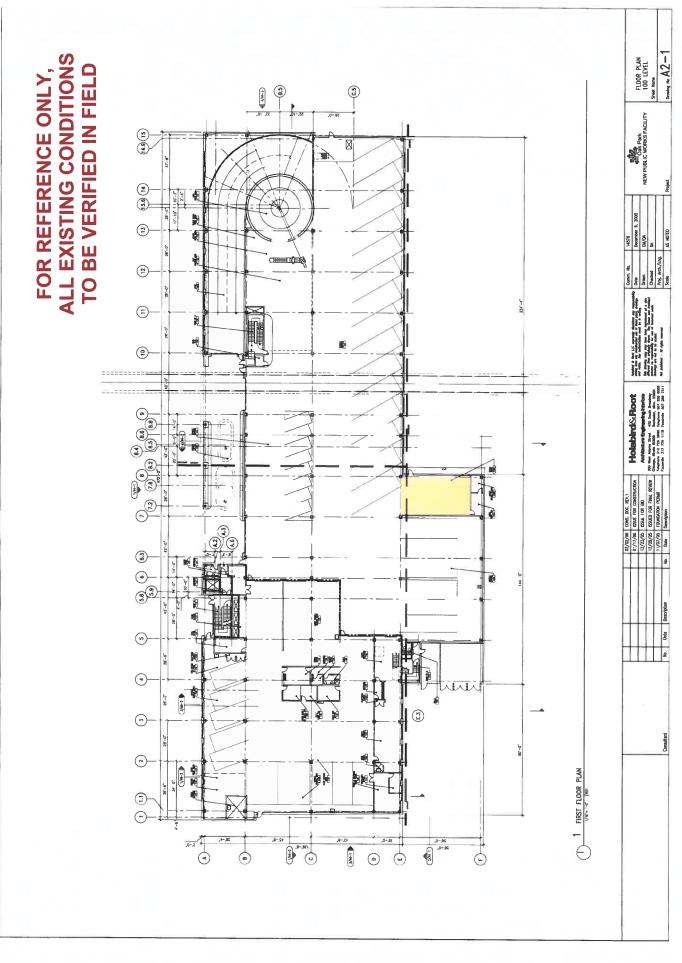




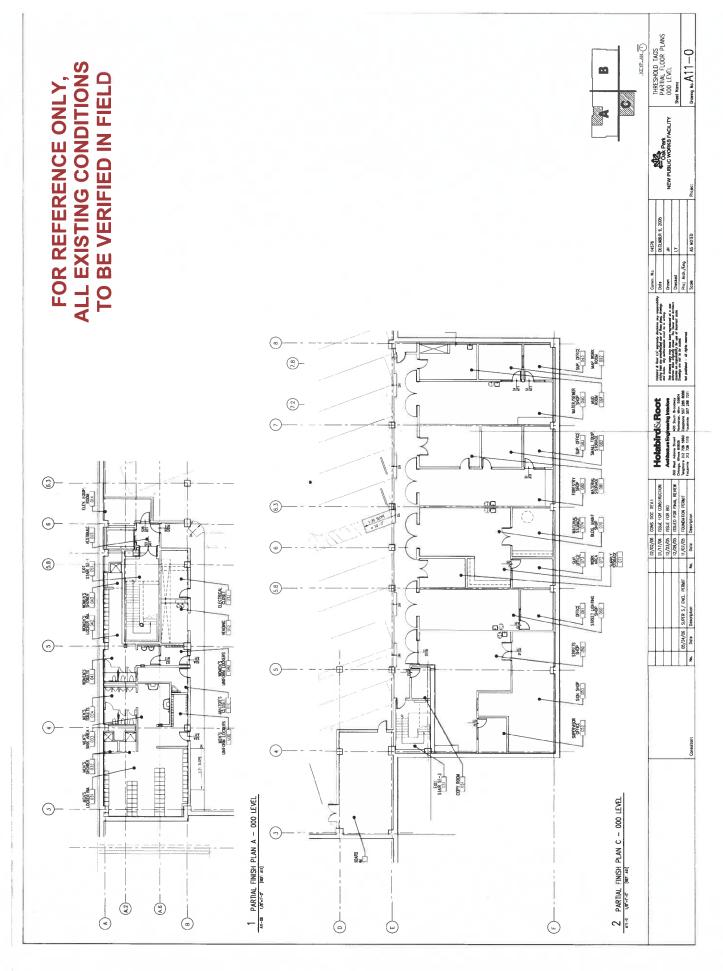


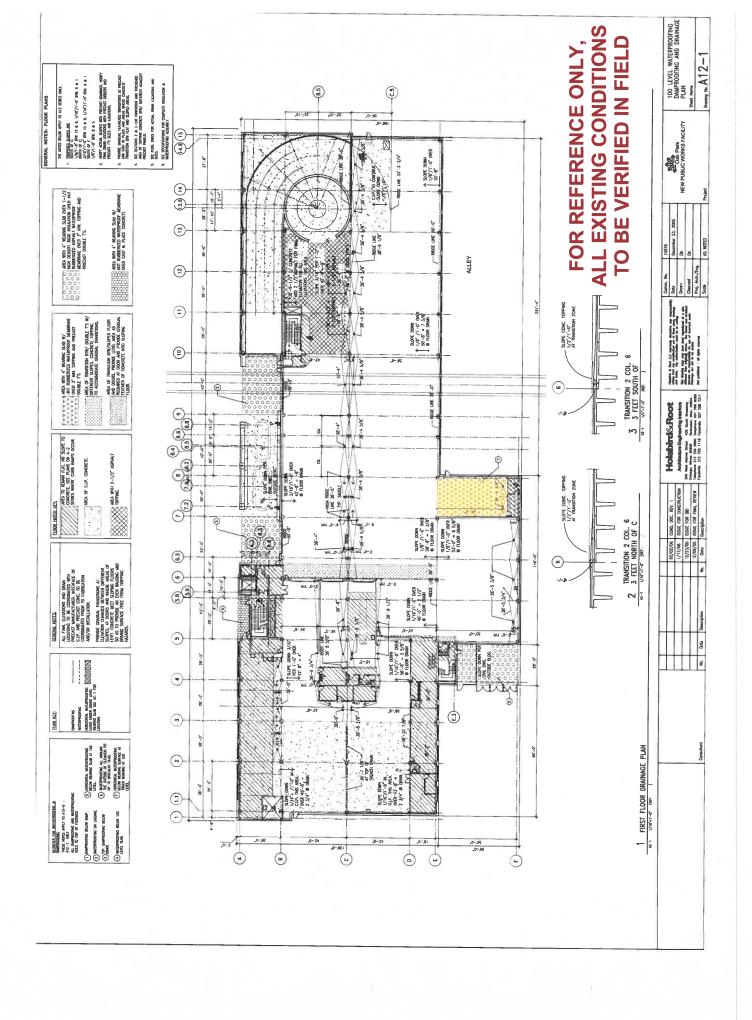
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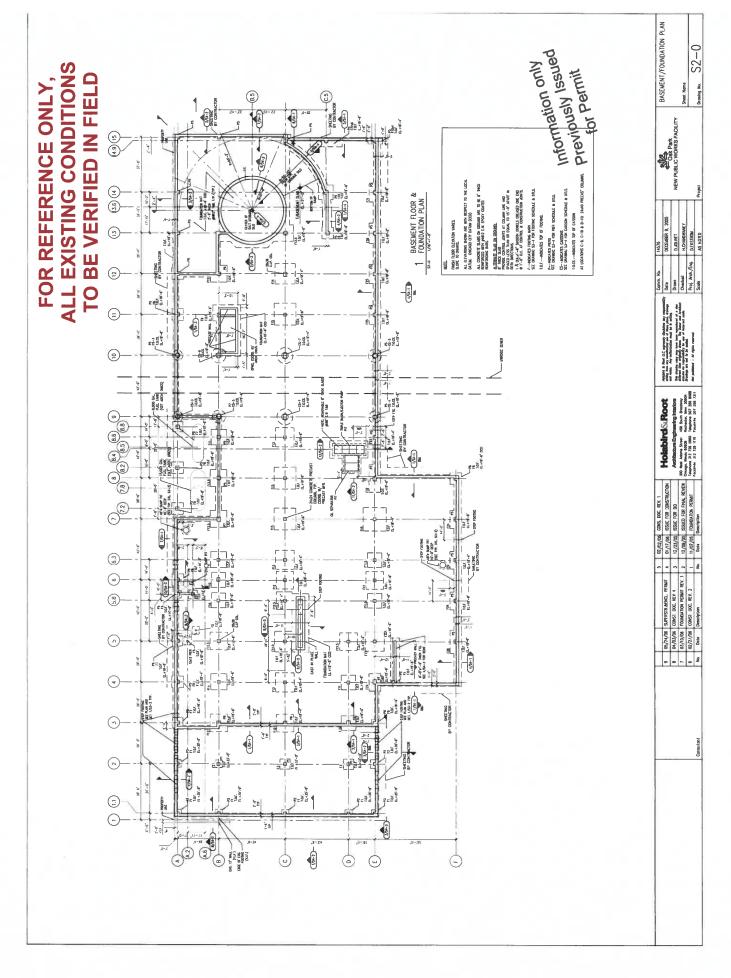
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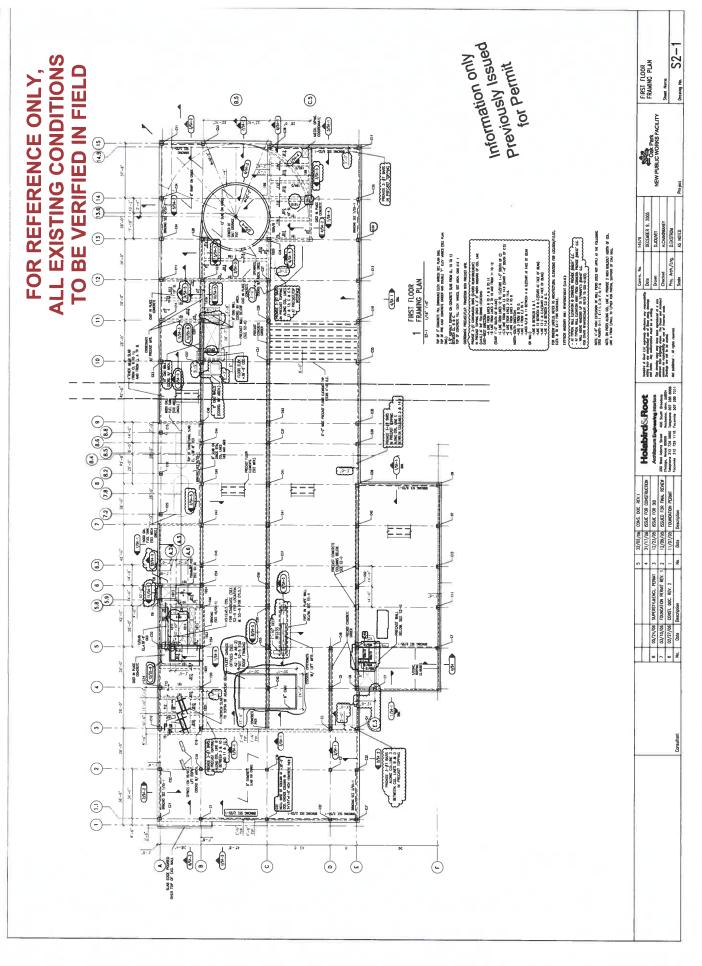




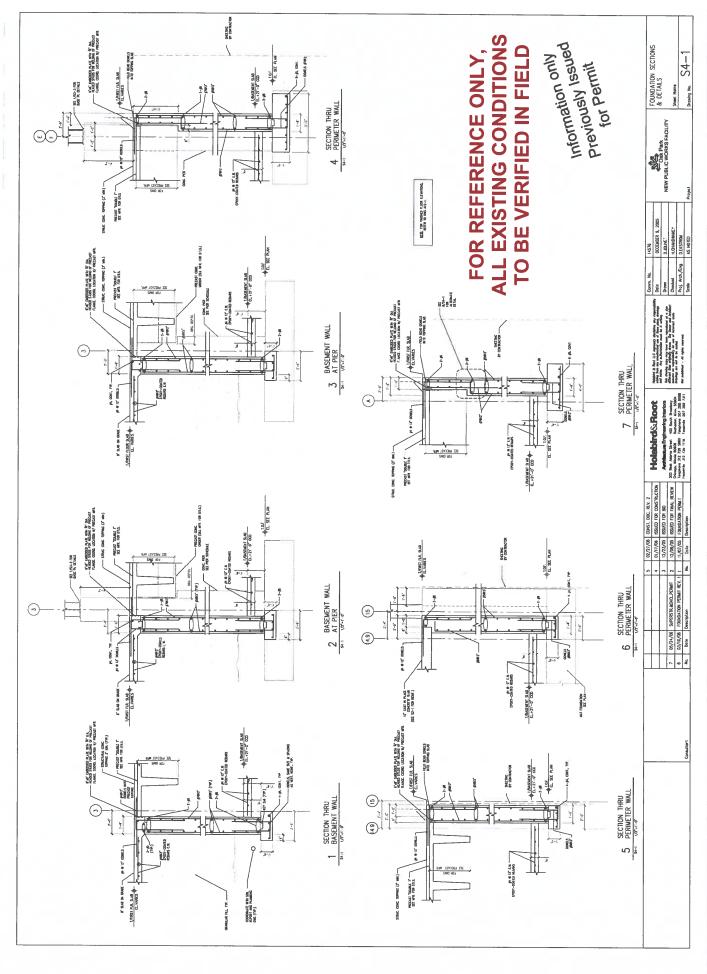
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 a. a. a				SPECIFICATIONS UNLESS OTHERMISE NOTED:	PRECIDE SHALL ESTABLISH A WELDING PROCEDURE FOR THE PLUE WELD OF THE STEEL DECOME "O THE STRUCTURAL STEEL	×.	3. 25 PSF OUTRARD AT TOP STORY PENTHOUSE, AND WITHIN 15-0" OF ALL BUILDING CORREFES	
	1 2				FUR THE PARTICULAR GAUGE OF DECK USED. PROP TO THE START OF ERECTION OF THE STELL DECK, EACH WELDER SHALL		14. SEISMEC LOND:	
 a. a. a	 a. a. a	SUPPORTING PROPERTY, BUADWAS, PAVEMENTS, SAF WALKS, UTHIN'S, UTHINY FOLIPHENT, FTC. IMPESS DIFFERENCE, SACHMEN			de qualified using this procedure as minessed by ind. Proacts Stractural Steel testing laboratory.	ń		
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 A manufactori a construction A manufactori a c	 American and a constraint of a co				MANUFACTARER'S STANDARD OF TYPE, MEMANIN GAUGE, AND SECTION INVELTED ON THE POLYMANCE SECTION INCOMEDITES	RUMMENIC BOND WALLS UNLESS NOTED OTHERMESE		
 A LAND AND AND AND AND AND AND AND AND AND			4		SHALL BE COMPUTED IN ACCORDANCE WITH ALSI. "SPECIFICATION FOR THE DESIZE OF UCAT GAUGE COLD		(PER IBC 2003 EXCEPTION)	
Image: manual state of the		TO POPTIONS THACK ARE TO REWARN TEAPORARY OR PERMANENTLY IN PLACE. THE CONTRACTOR SAULL ALSO		EXECTED IN ACCORDANCE WITH THE CORE OF STANDARD PARETRY FOR STEEL BUILDINGS AND BRODES" AND THE	FORMED STELL STRUCTURM, NOMERYS" (LATEST EDITON). THE NETAL DECK SHALL OF DESCRED TO BE CONTINUOUS OVER	BEOTREPRENTS NILLOS SAULT WEET TENSION	PRECAST	
Multiplication Multi		PROTECT FROM DAMAGE ALL UTIUTIES, AND SUCH WHICH ARE TO REMAIN OPERATING.		STRUCTURAL STELL FOR BUILDINGS" (ALS.C. 97) FD TON ASD	REAL (3) SHARE AND SHALL SHIELY LUND AN RELEVAN REQUERTING SANCE AND DURIL SANCE REALED.			
		3. ALL EXCAVATIONS SHALL BE CARRED OUT IN ACCORDANCE		4. ALL STRUCTION STEP SIMILIES OF STRUCTURE DU	A Charlow ID MARIE ACTINGED C DECHARGENER MANAGEMENT	UNG		
		304/04/ 01 (CBMT038) SV 034/075 38 TIMIS NOLIVAY23		DRAIDWICS AND SHALL DE STRANDH AND FREE CF TIMET.				
		DIRECT DE EXCAVAJON SHALL BE PERCORIED USING	-	THE ARCHITECT.		10. PROVIDE (5640" VERT, REM, & EXTERIOR CALL WALLS U.Y.D.		
 		TAPPENDER AND	1	ALL COLLIAM BEARING ENDS TO BE TRUE AND SQUARE. COLUMNS TO BE PLUARD AND LEVEL BEARING.		11. FULTY CROUT ALL COLLS CONTAINING REPARTORCHIC BARS		
		4 Die Contraction Statil FrifeCity Laboration Die		6. The FABRICATOR/DIECTOR SHALL SUBMIT TO THE ARCHITICT	SPEAR STUDS TO DEVELOP THERE FULL SOUD SLAB CAPACITY PER ALS.C. VERPICATION BY TEST IS REQUIRED. ADDITIONAL	12. PROVIDE DONIELS EXTENDING Z-0" INTO THE CAU WAIL AND	ABBREVIATIONS	1
 A. Construction A.		CONSTRUCTION AREA IN A DEWATERED STATE	TOWDERT FOR CARSONS 4000 PS MORPHI MU COMPERING	FLOK AS NEW PROMILION AND UPLICARD UNAMINOS SAUMAG SAOP FABOCATION OFTALS, PRID ASSEMBLY DETALS, AND	SIUDS WILL BE ACQUARED IF ALSIC FULL SOUD SLAB VALUES AFE NOT ATTAINED WITH THE DECK PROFILE PROMOED.	FOLMON MON. WALL TO WATCH VERT. REMFORCING BAR SZE		т-
			CONDECTE FOR FOOTINGS 4.000 PS INDRUAL WT CONDECTE	DRAWNES MUST BE COMPLETE FOR ALL STRUCTURE STELL ALL SHOP	6. THE FABRCATOR/EBECTOR SHALL PROVIDE ENGINEERING			
		FOR THE DIMER'S AND ARCHIECT'S INFORMATION AND THE OWNER'S TESTING AGENCY'S REVEW PROOF TO THE START OF	(WEDGHT 145 LBS PER CU F1) CONCRETE FOR WALLS 5,000 PSI MORMAL WT. COMCRETE	WIN DRAW SOLD, MUNCH, EIC, STOTIN UN DRECIDEN PLAND. ALL SACP DRAWNERS SHALL RE PREPARED UNCER THE DARCHARD OF A LANDERS CENANTIAL ELEMENTER	ACCULATIONS OF PUBLICAED MANUE ACTURERS DATA TO THE ARCHIECT FOR REVEN PROMOE DIGAGERED SHOP DRAININGS ARCHIECT FOR REVEN PROMOE DIGAGERED SHOP DRAININGS		ACCRECATE MC	
			A PERS CONDETE FOR FRAME	3- WIT CONVECTIONS SHALL BE DESIGNED AND DETAILED BY THE		;	AVCHOR AGE) MAN APPROXEMATE MASC	
			CONCRETE/METAL DECK	FABRCATOR/EDECTOR, UNLESS DILERMED NEWDE NOTED. DESIGN AND DETARUNG SHALL BE PEDROBAED USING RATIONAL			ANCHIFECT(UNAL) MIL AVERAGE	
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				REVIEW ENCAREERING CALOLLATIONS, WITH COMMECTION DETAIL		-	BASDIENT	
Math			FOOTINGS	DAMINIAS, FUK SALAY COMPECTION TPC, IRLIGER SAL, AND FORCE INDUCTION ON THE STRUCTURAL DRAININGS. C.M.C.M. ADAMES STALIN OF SIMUNITION DAMES IN TAK STAMMENTAL	ed	DEAD COADS. 3' METAL DEDC/3 1/7" NOBAR WT COAC & ST	CONDIT 00 CUBIC FOOT 01	
In order it product structure In order it pro order it product structure In order it product st		IND TRADE AND	PIERS & COLS. BEANS	OF STRUCTURAL STEEL SHOP DRAWINGS. THE CALCULATIONS SAULT BE PERCONALD UMARE THE DRAFT SUPERVISION OF			CENTER LINE 0PC CLEAR (CONER) 0PC	
		A NULL TO USE THE STRUCTURAL INTEGRITY OF THE WALL.	3. FOR ADMIXTURES SEE SPEC	AND SEALED BY, A UCINSED STRUCTURAL DACAMEER.			CONC MAS UNT PAR COLUMN PAR	
				ALL BEAUS SHALL BE FABORATION WITH THE NATURAL CAMBER		Chebada C	COMP COMPOSITE PC	
		A TRE BRUTHANG UNTIL THE FINAMED LEVEL AT THE BOTTOM OF THE		NOEL BE DENTRY NUMBER OF THE STELL WITH	CUNSIKUCIIUN DEIAILS	DEAD LOADS: COMPSETE STRUCTURE	CONN CONNECTION PEN	
		TRALL AND M PLACE, AND HAVE DEVELOPED SUFFICENT STRENGTH.				HANDARC HANDARC INF 1 CARSC	CONT CONTINUE, CONTINUOUS PL	
			_				CV CUBIC YARD PLBC	
		CA-5 GRANLAR INTERIAL PLACED AND COMPACIED IN THIN	•	FOR THE WORK OF OTHER TRADES WITHOUT THE PRICE WRITEN	MECHANICAL AND ELECTRICAL DRANNACS AND VEREY THE SZE		PUT DOLLAR POST	
		DENSITY (ASTRO-1557). THIS THE OF FULL SHULL BE PLACED	_		DEPRESSED AREAS, FLOOR FINISIES, FILLS, ANDHOPS, PRECAST,		DEC DEGREE PN	
		ID WITHIN IZ OF BOTION OF SLAU ELEVATION. (SEE DEDITED HOUCAL, REPORT)	_	MSPECTION AND RESTACT OF STRUCTURAL STELL	MISCELLANE CURVE CENTRY TRAVELOS WITH CONCRETE		DIAG DIAGONAL	
			(Y.P. 60,000 PS)	FOR STRENGTH AND TYPE OF CONNECTIONS SEE TYPICAL	AND ENGINEER BEFORE FLAMMAN LUNCAR FLAMMAN BEFORE BEFORE	and and and a second a	DEAD LOAD QIY	
 T. C. C.		UPULTY TRENCHES SHALL BE A TESTING ACENCY APPROVED OLEAN, GRANTLAR MATERAL WEETING THE GRADATION				120	DRANDAC RAD	
	 	NECONFICIENTS UP AUTO SEX OF MODIFIED PROCIDE DENSTY LETS TO A MINIMAL OF 95% OF MODIFIED PROCIDE DENSTY					MON REPORT	Ē
		(ASTAD-1557). (SEE GEDTECHARCAL REPORT.)		JA" DUALETER HICH STEDICTH BOLTS WITH WASHERS LANDER	, 1000.	Red R	EACH RET	
	Image: Solution in the second state of the second			NUIS COME DRAMMO TO ASTA DESCRATION AX20 (LATEST REVISION) TRAVERED TO SPECIFIED TENSION UNLESS OTHERMISE	 WHERE FLOOR IS DEPRESSED FOR FINISHES AS SHOWN ON THE DRAWBARS, THE DEPTH OF SLABS AND BEAMS NUST BE 		ELEVATION	
memory memory memory of m		FOUNDATIONS	HASTING SAURY SAURING IN CAUDING SAURS, BEAMS, &			18-0	EXISTING	
Bit District of constraint	Image: constraint of the constraint		FIRST FLOOR)			MECHANICAL EQUIP. ROOMS	EXTERNOR	
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Mark	Mark Construction for contract and month 1 1 <td>DEPOSIT AS RULEU UN ITE URANNAS. (SEE LEULEUREUM.</td> <td></td> <td></td> <td>Including PPPE Sleeves and cored hales and the Subatted to and Approved by the Arc-Atect Before</td> <td>8</td> <td>FOUNDATION</td> <td></td>	DEPOSIT AS RULEU UN ITE URANNAS. (SEE LEULEUREUM.			Including PPPE Sleeves and cored hales and the Subatted to and Approved by the Arc-Atect Before	8	FOUNDATION	
				NELDED CONNECTIONS SHALL BE AS SHOWN ON DETAILS ALL		LIVE LUNUU 2500 PSF	FAR SDE	
Ref Provide Set and the Control of Set	Matrix statut Matr	CUPACITES AS SHOWN ON DRANNASS ARE ESTIMATED FROM THE SOL BEARING DATA. (SEE GEOTECHARCAL REPORT.)	MANUAL OF STANDARD PRACTICE FOR DE MAURIC CONCRETE STRUCTURES AND A.C.L. 315, LATEST EDMON LALESS	WE.DING SHALL BE ETHER MANUAL ARC RELIDING OR SUBMERCED ARC RELIDING, BOTH TO PROVIDE PROPERTIES OF		A HAVEPALLS & GUARDAMES APPLED IN ANY DRECTION OF	FEET STRF FOOTNAG STL	
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		AND DESCRIBERARDING CAPACITIC DOTION SINGLE PARTICIED AND DESCRIBERARDIC CAPACITY CONFIDIED BY THE TESTING AND DESCRIPTION FOR TRAVEL	SPL OS LADOR NO WARKENS SHORN, WELDER WER FABRE	HUN STORED BY CERTERS MELEVAN SWALL BE				
militial a usua solution in service y and while Service y an	Mill Non-state and model (*) Non-state and		SPACES LONGINGUNALLY.	STORETY AS NOTED IN THE ALLS OF THE AREA MALENAN INCLUDE STORETY AS NOTED IN THE ALLS. SPECIFICATIONS UNLESS		SHALL TANE OUSLY WITH CUMPDRALL FORCES)	HIGH POINT 1/ST 1/ST 1/ST	
Met Metodation				ELECTRODES SHALL BE 70 KS			IEMP INSOE DAMETER TEEP	
Image: construction of the construction of	1 0 0 0 0 0 0 0 0 0 0 0 0 <td>THE SUBGRADE SHALL BE REMSPECTED BY THE TESTING AGENCY AFTER REMOVAL OF WATER, FROST, OR ICE.</td> <td>AND LARGER IN WALLS AND SLABS AND EXTEND 7-6" BETOND OPENING.</td> <td>SHOP CONNECTIONS SHULL BE WELDED OR BOLTED. NELDS SHULL BE DESCORED TO RE FULLY FOUNDALENT AN STRENGTH</td> <td></td> <td></td> <td>INCH INCH INK INCLUDE(D)(INC) INKU</td> <td></td>	THE SUBGRADE SHALL BE REMSPECTED BY THE TESTING AGENCY AFTER REMOVAL OF WATER, FROST, OR ICE.	AND LARGER IN WALLS AND SLABS AND EXTEND 7-6" BETOND OPENING.	SHOP CONNECTIONS SHULL BE WELDED OR BOLTED. NELDS SHULL BE DESCORED TO RE FULLY FOUNDALENT AN STRENGTH			INCH INCH INK INCLUDE(D)(INC) INKU	
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Non-structure (Non- transmission) Non-structure (Non- structure) Non- (Non-	Function Production concernence <	SLAB ON GRADE	LENCH OF ALL RENEORDING BARS AND WELDED WARE FARING.	ALL STEEL NEMBERS WHERE LOCATED OR EXTENDING BELOW		VL USHERY SUPPLY AND UNCLUDING THE SUPPLY SUPPLY AND UNCLUDING SUPPLY SU	JOH 14	
Microsci Texto Rest Nation (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)		The slass on crock shall be underlying by 6' of 1001	SHOP DRAMMES CRECKED BY THE GENERAL CONTRACTOR SHOWNG REAR ORCINE DETAILS INCLUDING STEEL SATS.			2-6-12-6	IXIPS PER SOL FT V	
		GRADATION CA7 DRUMMOR FILL PLACED OVER THE NATURAL SUBDRADE AS APPROVED BY THE ONNER'S TESTING ADDICY	SPACING, PLACEMENT, AND SUPPORT SHALL BE SUBMETTED TO THE ARCHIECT FOR REVEW PRICE TO FARBICATION.		CONCRETE MASONRY	TO, DESIGN LIVE LOND REDUCTIONS SHALL BE IN ACCORDANCE WITH THE IBC 2003 & OAK PARK ANEDMENTS TO IBC 2003.	KUPS PER SQ. IN VERT VOL.	
		THE SUBGRADE SHALL BE COMPACTED TO A MANANUM OF 95X OF MADAMUM DRY DENSITY IN ACCORDANCE WITH MODIFED		1. WERT ALL EXCEPTION IN THE AND DIMENSION'S IN THE I. WERT'S ALL EXCEPTION CONDITIONS AND DIMENSIONS IN THE		11. TEMPERATURE DEFEDENTIAL = 705 ± 205. (MANAULAN)	LATERAL	
			_	PROCEED WITH THE WORK IN ACCORDANCE WITH THE ARCHITCAT'S MODPLICATIONS.	HOLLDIT MASCHIRT UNITS 1900 PS (ASTN C80-NJ) HOLLDIT UNIT MASCHIRT (ASSY) 1350 Fm	BARBRER WALLS, ICHO HORZONTAL LOAD APPLED NI ANY	M GODA	
			1		GROUTED HOLLOW UNIT MASCHRY (ASSY) 1500 fm MORTAR TYPE S		LUNE LEGHU W/O LONG LEG HORZ WP LONG LEG VERT WT	
		ON THE PLANS OR AS SPECATED.			CARUIT 2000 PARK SARS COLOOD PS (ASTM 2478) COLO DAANN STELL MICE 70,000 PS (ASTM 2487)		UCHTNECHT CONCRETE WIE	
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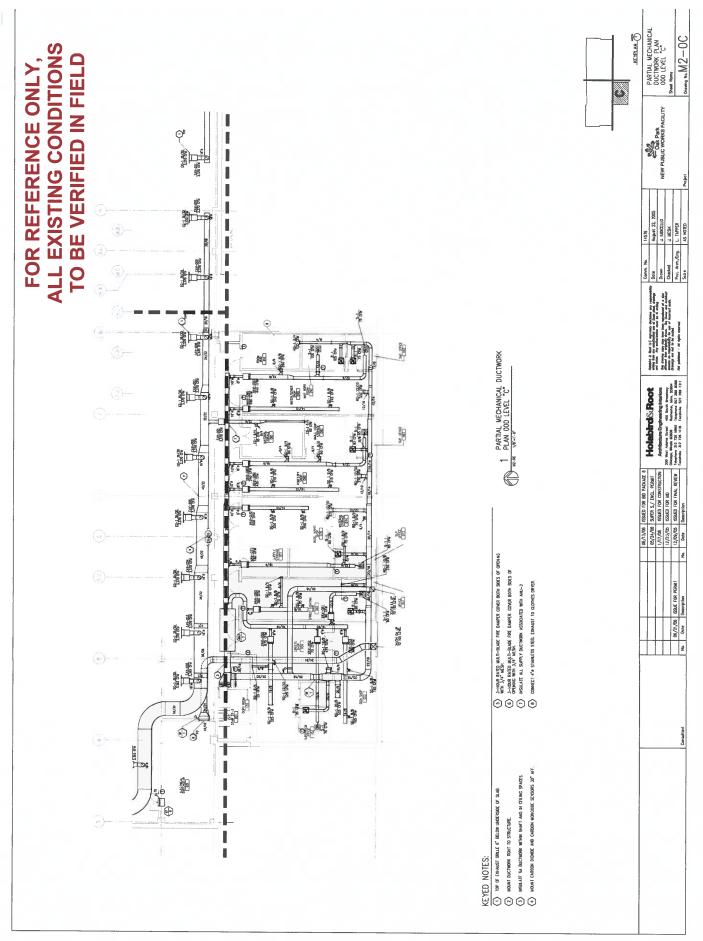
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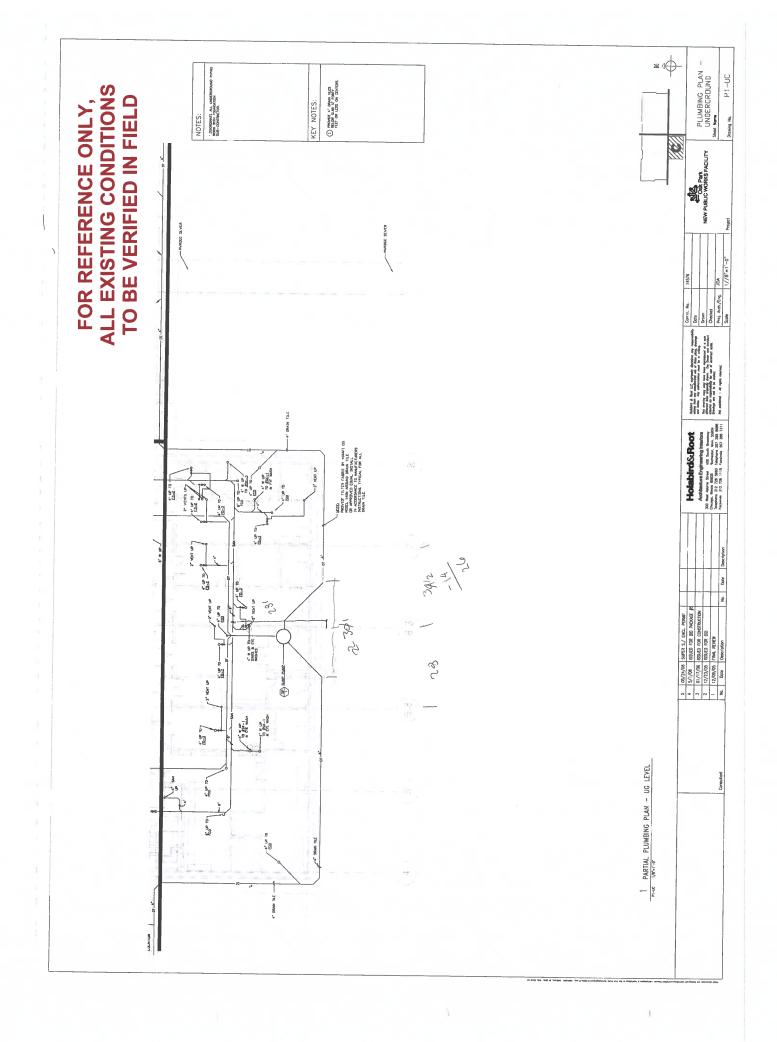
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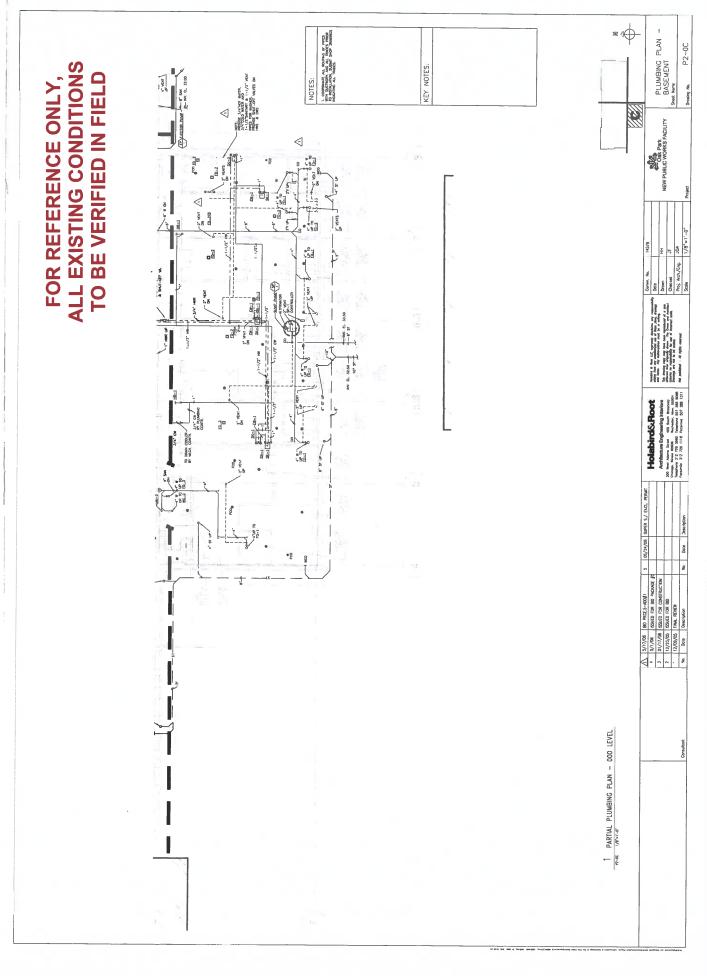


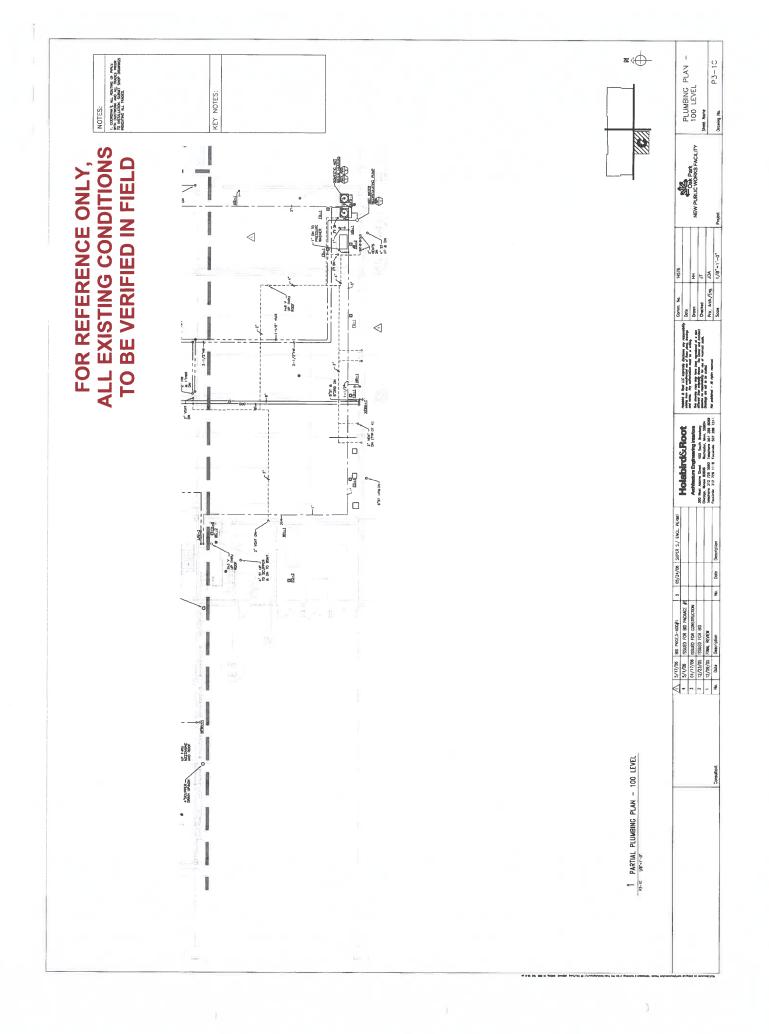


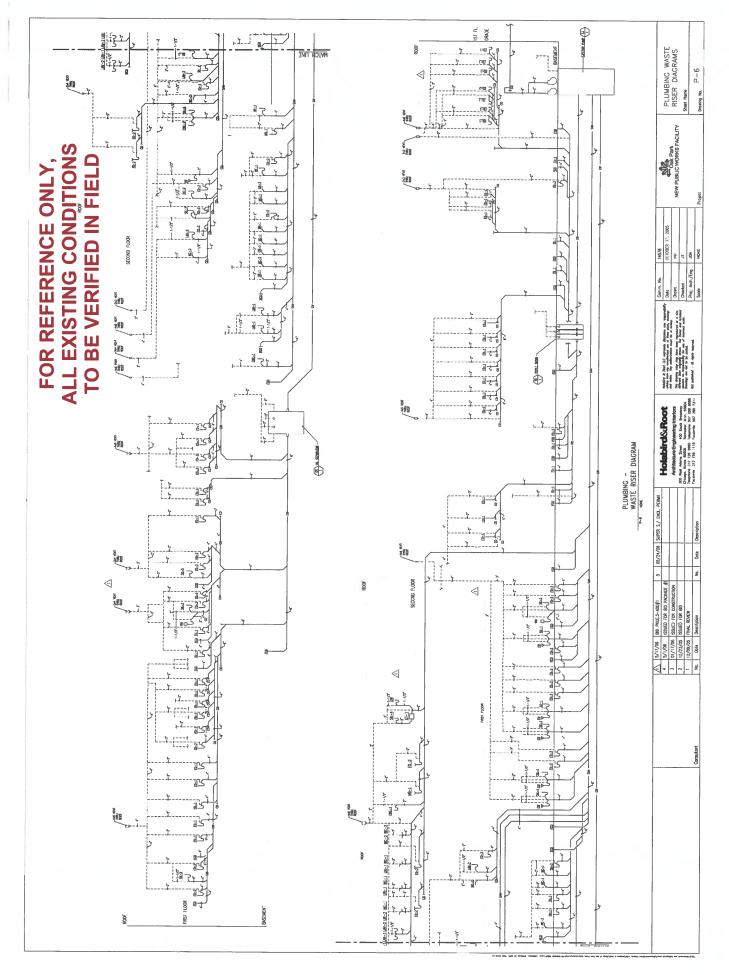
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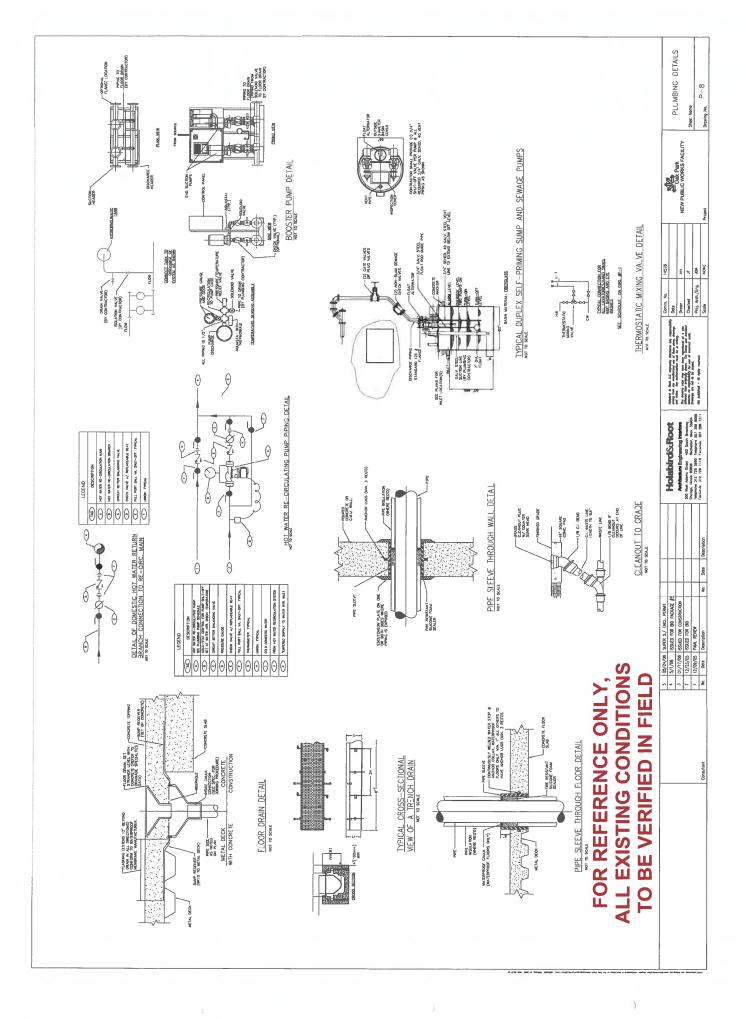


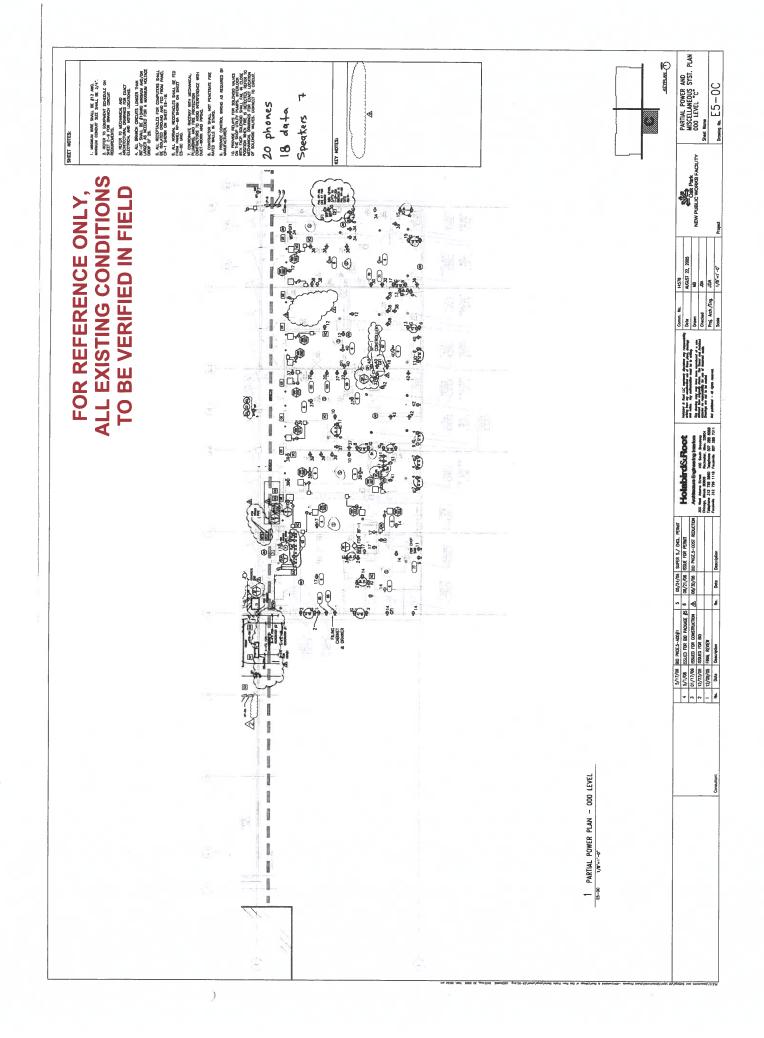


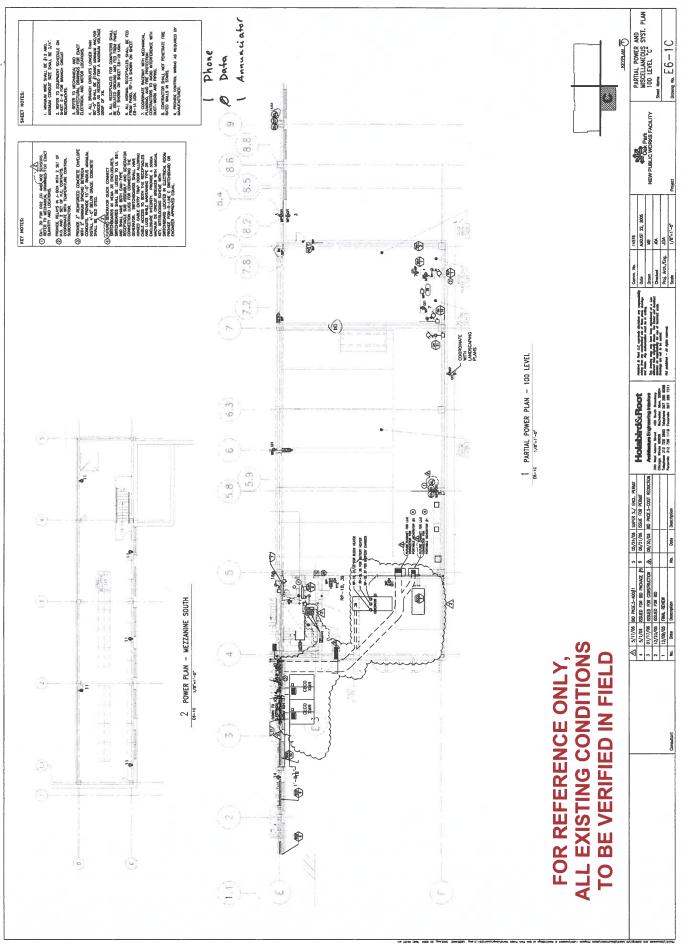


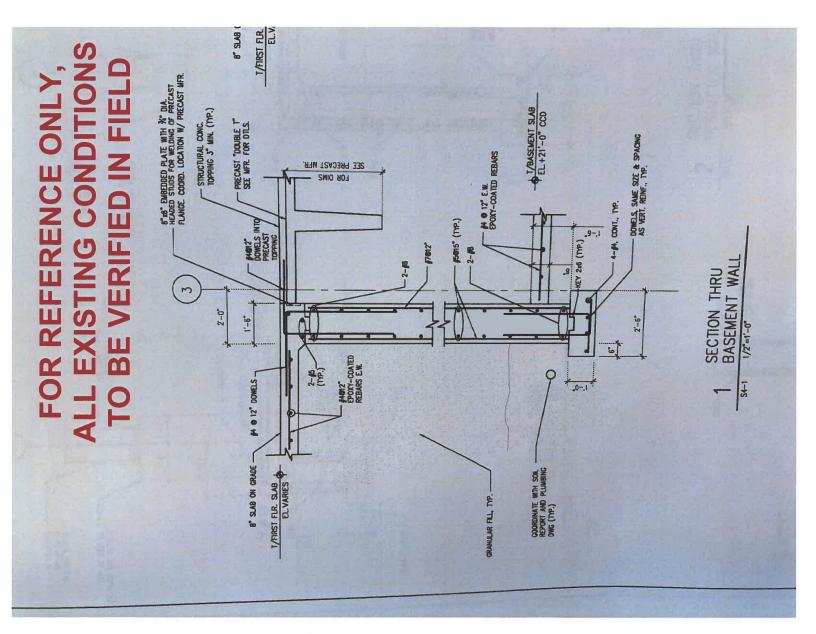


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SECTION IV PROPOSAL FORM (Pricing)

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

Total Lump Sum Cost Base Proposal: \$
If proposing any alternates based on anything that could potentially be improved on, please list below along with alternate cost.
List Alternates (if any) or include as separate attachment:
Alternate(s) Cost: \$
24-Hour Emergency Call-back Number:
()
Printed Name:
Proposal Signature:
State of) County of)
(Turne Name of Individual Cigning)

(Type Name of Individual Signing)

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

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

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

Dated	:/2022				
Organi	ization Name				
(Seal -	If Corporation)				
By:					
Autho	rized Signature		Address		
Teleph	none:				
Subsc	ribed and sworn to before me this		day of		,
2022.					
	in	the	State of		My
Comm	ission				
Notary	Public				
-					
Expire	s on//				
·					
Compl	ete Applicable Paragraph Below				
(a)	Corporation				
	The contractor is a corporation	, whi	ch operates ι	under the legal	name of
	-			der the laws of th	
	The full names of	f its O	ficers are:		
	President				
	Secretary				
	Treasurer				
	The corporation does have a corp	orate	seal. (In the	event that this p	proposal is
	executed by a person other than th			-	•
	section of Corporate By-Laws or oth				
	the person to execute the offer for the				
	I				
(b)	Partnership				
()	Names, Signatures, and Addresses	of all F	Partners		
	R				
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	878. P			
	The partnership does business und	ler the	e legal name of		. which
	name is			· · · · · · · · · · · · · · · · · · ·	
	is registered with the office of				in the
	county of				c.io

(c) <u>Sole Proprietor</u>

	The contractor is a Sole Proprietor whose full na	me is If the contractor is operating under
	a trade name, said trade name is	
	which name is registered with the office of	
	in the county of	<u>.</u>
Signe	ed:	

Sole Proprietor

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

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY	
ADDRESS	
CONTACT	
PHONE	
<u>WORK</u> PERFORMED	
MUNICIPALITY	
ADDRESS	
CONTACT	
PHONE	
WORK PERFORMED	
MUNICIPALITY	
ADDRESS	
CONTACT	
PHONE	
WORK PERFORMED	

SECTION V CONTRACTOR CERTIFICATION

______, as part of its proposal on an agreement for construction Work (Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public's Signature

- Notary Public Seal -

SECTION VI TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and

of

says:

that he/she is _____

(partner, officer, owner, etc.)

(Contractor selected)

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

By: Its: (name of contractor if the contractor is an individual) (name of partner if the contractor is a partnership) (name of officer if the contractor is a corporation)

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

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public's Signature

- Notary Public Seal -

Reporting Requirements

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

SECTION VII ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The	contractor	is	а	corporation,	legally	named		a	nd	is
orga	nized and ex	kisti	ing	in good stand	ling und	er the lav	vs of the State of	 The full n	ame	es
of its	officers are	:								

President_____

Secretary_____

Treasurer_____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is		, which is reg	sistered v	vith the
Cook County Clerk. Th	ne contractor is otherwise in compliance with the	Assumed Bu	usiness N	Name Act,
805 ILCS 405/0.01, e	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 PROPOSAL 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 Ten Percent (10%) of the total Proposal price, as specified in the invitation for Proposals. 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 Proposal to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THERFORE if the Proposal 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.

PRINCIPAL

(Company Name)

(Company Name)

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)

__ By: _____

Subscribed to and sworn before me on the

_____ day of ______, 2022.

Notary Public

NAME OF SURETY

By: ______ Signature of Attorney-in-Fact

subscribed to and sworn before me on the

_____ day of ______, 2022.

Notary Public

SECTION IX CONTRACT BOND



Contract Bond

, as PRINCIPAL, and

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

as

payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

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

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

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of ______, 2022.

NAME OF PRINCIPAL
By:
Signature
By: Printed Name
Printed Name
Its:
Title
Subscribed to and Sworn before me on the
day of, 2022.
Notor Dublic
Notary Public
NAME OF SURETY
By:
By:Signature of Attorney-in-Fact
Subscribed to and Sworn before me on the
day of, 2022.
Notary Public

SECTION X COMPLIANCE AFFIDAVIT

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

- 1. I am the (title) ______ of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
- 2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
- 3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
- 4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
- 5. Neither the proposing company nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
- 6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
- 7. Neither the proposing company nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.
- 8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
- 9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature:		
Name and address of Business:		
Telephone	E-Mail	
Subscribed to and sworn before me this day of _		_, 2022.
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 XI M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal.

- 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 <u>requested of all sub-contractors working on this agreement</u>. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal.

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

Contractor Name_____ Total Employees_____

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

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

_____, being first duly sworn, deposes and says that he/she is

the_____

(Name of Person Making Affidavit)

(Title or Officer)

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

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2022.

(Signature)

(Date

SECTION XII NO PROPOSAL EXPLANATION

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

Thank you.

Proposal Name:

Village of Oak Park Public Works Center Wash Bay Drainage Improvements Proposal Number: 22-134 Issuance Date: 12/14/2022

Comments:

Signed: _____

Phone:_____



SAMPLE ONLY INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS, the Contractor submitted a Proposal to renovate the bunk room, locker room and restroom at the south fire station (hereinafter referred to as the "Work"), pursuant to the Village's Request for Proposals, attached hereto and incorporated herein by reference; and

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

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

WHEREAS, the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

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

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

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

The Contractor shall achieve completion of all work required pursuant to the Contract

Documents by December 31, 2022 ("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 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(s).

3. DESIGNATED REPRESENTATIVES

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

4. TERM OF CONTRACT

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31st, 2022 or 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 the rates set forth in its Proposal.

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 copyrightprotected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

9. INSURANCE

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

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

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00

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

(B) Workers' Compensation:

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

(C) **Comprehensive Automobile Liability:**

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

ii. Limits:

Combined Single Limit

\$1,000,000.00

(D) Umbrella:

Limits:

i.

Each Occurrence/Aggregate \$ 5,000,000.00

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

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

10. GUARANTY

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

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

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

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or personal service, or by facsimile transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

To the Contractor:

Village Manager	
Village of Oak Park	
123 Madison Street	
Oak Park, Illinois 60302-4272	
Email: <u>villagemanger@oak-park.us</u>	Email:
Facsimile: (708) 358-5101	Facsimile:

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

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

13. AUTHORITY TO EXECUTE

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

14. EFFECTIVE DATE

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

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

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

16. INDEPDENDENT CONTRACTOR

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

17. CONTRACT BOND

The Contractor, before commencing the work on the Project, shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the Contractor's Proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal guarantee.

18. GOVERNING LAW AND VENUE

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

19. AMENDMENTS AND MODIFICATIONS

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

20. NON-WAIVER OF RIGHTS

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

21. CONFLICT

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

22. HEADINGS AND TITLES

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

23. COOPERATION OF THE PARTIES

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

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

25. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

26. PREVAILING WAGE

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.

[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 PA	RK	CONTRACTOR			
By: Its: Village Mana	ager	By: Its:			
Date:	, 2022	Date:	, 2022		
ATTEST		ATTEST			
By: Its: Village Clerk		By: Its:			
Date:	, 2022	Date:	, 2022		