



AIA®

Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Unique Plumbing Co. Inc.
9408 W. 47th Street
Brookfield, IL 60513

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual): Iowa Corporation
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:

(Name, legal status and address)

Village of Oak Park
201 South Boulevard
Oak Park, IL 60302

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

BOND AMOUNT: Five Percent of the Amount of Bid----- (--5%--)

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

PROJECT:

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

Water Main Valve Replacements

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 statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of September, 2017.

Susan M. Kennedy
(Witness)

Sarah Beth Beattie
(Witness)

Unique Plumbing Co. Inc.

(Principal)

(Title)

Merchants Bonding Company (Mutual)

(Surety)

(Title) Meredith H. Mielke, Attorney In Fact

(Seal)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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061110

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS.:

On this 14th day of September, 2017, before me personally appeared **Meredith H. Mielke**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of Merchants Bonding Company (Mutual)**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: 06/23/2021



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Carol A Dougherty; Courtney A Flaska; James L Sulkowski; Kirk Liskiewitz; Meredith H Mielke; Michael Pohl; Robert W Mielke; Sherene L Hemler

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION (\$8,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of March, 2017.



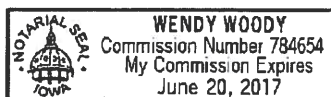
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 23rd day of March, 2017, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of September, 2017.



William Warner Jr.
Secretary



BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

Project Name: **Watermain Valve Replacements**

Project Number: **17-9**

Location: **VILLAGE OF OAK PARK, ILLINOIS**

Submitted to the President and Board of Trustees

By: Unique Plumbing Co. Inc
Contractor's Name

9408 47th Street
Address

Brookfield IL 60513
City

9/14/17

- Verified receipt
of Addendum No. 1
via phone

Joe Powers



Notice to Bidders

RETURN WITH BID

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the Office of the Village Engineer, Monday through Friday, 8:30 A.M. to 4:00 P.M. at 201 South Boulevard, Oak Park, Illinois 60302 until **10:00 A.M. Thursday, September 14, 2017** at which time the proposals shall be publicly opened and read.

Description of Work

Name: Water Main Valve Replacements

In general, the improvements consist of the removal and replacement of watermain valves ranging in size from 6 inches to 12 inches, including removal and replacement of valve boxes and valve vaults, watermain fittings, sidewalk, curb and gutter, and pavement replacement pavement or parkway restoration, and traffic control; and all appurtenant work thereto.

Bidders Instructions

1. Plans and proposal forms will be available in the Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302. No plans will be issued to prospective bidders after **4 P.M.** on the working day preceding the opening of bids. Proposals will not be accepted by the Village of Oak Park from Contractors who have failed to provide payment, if required, for obtaining proposal forms and have also failed to register with the Engineering Division of the Public Works Department as plan holders for this project.
2. At the bid opening, all proposals must be accompanied by a proposal guaranty in the amount of 5% of the bid amount. The proposal guaranty shall be in the form of a bid bond executed by a corporate surety company or a bank cashier's check.

3. If this proposal is accepted and the undersigned fails to execute an agreement and contract bond within ten (10) days after the Notice of Award, it is hereby agreed that the bid bond or check shall be forfeited to the Village.
4. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the 2016 "Standard Specifications for Road and Bridge Construction," prepared by the Illinois Department of Transportation.
5. The work to be performed pursuant to this Proposal is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.
6. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:
 - a. Proposal Cover
 - b. Notice to Bidders
 - c. Contract Proposal (I)
 - d. Contract Schedule of Prices Form (II) (if required)
 - e. Proposal Bid Bond (III) (if required)
 - f. Contractor's Certification (IV)
 - g. Tax Compliance Affidavit (V)
 - h. Fair Employment Practices Affidavit of Compliance (VI)
 - i. Village of Oak Park EEO Report (VII)
 - j. Participation Statement
 - SCHEDULE C: Village of Oak Park Letter of Intent From MBE/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
 - SCHEDULE D: Village of Oak Park M.WBE Participation

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

By Order of

RETURN WITH BID

Bill McKenna, Village Engineer



Proposal

RETURN WITH BID

Proposal of Unique Plumbing Co. Inc.

for the Watermain Valve Replacements as noted herein and the performance of all appurtenant work thereto.

1. The plans for the proposed work are those prepared by the Engineering Division of the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois on August 31, 2017.
2. The specifications referred to herein are those prepared by the Department of Transportation and designated as 2016 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" there to, the "Standard Specifications for Water and Sewer Construction in Illinois", and the "Manual for Uniform Traffic Control Devices", adopted and in effect on the date of invitation of bids.
3. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
4. The undersigned agrees to substantially complete all work by November 10, 2016 unless additional time is granted in accordance with the specifications.
5. Accompanying this proposal is either a bid bond on the Village Bond form or a proposal guaranty check, complying with the specifications, made payable to the Village of Oak Park. The amount of the check is _____ (\$ _____).
6. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the awarding authority.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the results of unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
12. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works". (see Special Provision for details).

Special Note: The Prevailing Wage Act / Federal Requirements require maintaining and submitting Certified Payroll records monthly for all entities working on this project.

13. Proposal Guaranty Check:

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties that would be required for each individual proposal.

If the proposal guaranty check is placed in another proposal; state below where it can be found.

The proposal guaranty check will be found in the proposal for: Village of Oak Park

Project 16-29 Watermain Valve Replacements

14. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

SCHEDULE OF PRICES

(For complete information covering these items, see IDOT specifications and Special Provisions.)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Valve Rem & Repl, 8"	EA	1	5850.00	5850.00
2	Valve Rem & Repl, 12"	EA	3	6800.00	20400.00
3	Watermain Removal & Replacement, 6"	LF	6	120.00	720.00
4	Watermain Removal & Replacement, 8"	LF	8	125.00	1000.00
5	Watermain Removal & Replacement, 12"	LF	8	160.00	1280.00
6	Valve Box Removal	EA	1	200.00	200.00
7	Valve Vault Removal	EA	3	800.00	2400.00
8	Valve Box	EA	3	300.00	900.00
9	Valve Vault, 5'	EA	1	4000.00	4000.00
10	Combination Curb & Gutter Removal & Replacement, Ty B6.12	LF	30	50.00	1500.00
11	PCC Sidewalk Removal & Replacement	SF	200	15.00	3000.00
12	Detectable Warnings (Special)	SF	20	50.00	1000.00
13	Parkway Restoration (Special)	SY	6	100.00	600.00
14	Saw Cutting - Full Depth (pvmnt, curb, sidewalk)	LF	80	8.00	640.00
15	Class C Patches Special, Type II, 9"	SY	18	120.00	2160.00
16	Class C Patches Special, Type III, 9"	SY	44	120.00	5280.00
17	Class D Patches Special	TON	6	500.00	3000.00
18	Epoxy Coated Tie Bar No.6	EA	66	18.00	1188.00
19	Protective Coat	SY	22	25.00	550.00
20	Concrete Sealer	SY	22	25.00	550.00
21	Thermoplastic Pvmnt Marking, Line 6"	LF	24	84.00	2016.00
22	Thermoplastic Pvmnt Marking, Line 24"	LF	14	84.00	1176.00
23	Traffic Control and Protection	LS	1	10000.00	10,000.00
24	pH Soil Sampling and Analysis	EA	2	3000.00	6000.00
25	Cash Contingency Allowance	LS	1	\$4,000	\$4,000
Bidders Total Proposal for Project					\$53,160.00

Corrected Bid Amount: \$79,410.00

As-read bid of \$53,160.00 did not include Items 1 and 2 in total.



RETURN WITH BID

III

**Village of Oak Park, IL
Proposal Bid Bond**

WE _____
_____ as PRINCIPAL, and _____
_____ as SURETY,

are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

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

THEREFORE if the proposal is accepted and a contract 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 contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental 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 contract 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. 20 _____

PRINCIPAL

(Company Name)

(Company Name)

By: _____

By: _____
(Signature & Title)

(Signature & Title)

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

SURETY

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify
that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY.)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 20 _____
NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.

My commission expires _____.

2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

Notary Public



IV

CONTRACTOR CERTIFICATIONS

- A. The undersigned hereby certifies that said vendor is not barred from bidding on the aforementioned contract as a result of a violation of 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 "Bidding Requirements".
- B. The individual or entity making the foregoing proposal of bid certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administrated by the Department of Revenue unless the individual or entity is contesting, in accordance with 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 bid understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the contract and allows the Municipality to recover all amounts paid to the individual or entity under the Contract in Civil action.
- C. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois and the Village of Oak Park, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
- D. The undersigned firm certifies that it is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

Organization Name

(Seal - If Corporation)

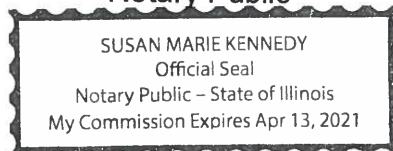
By: [Signature]
Authorized Signature
9408 47th Street Brookfield IL 60513
Address
(708) 485-8860
Telephone

Subscribed and sworn to before me this 13th day of September, 2017.

[Signature]
Notary Public

In the State of IL.

My Commission Expires: 4/13/21.



(Complete Applicable Paragraph Below)

(a) Corporation

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

Unique Plumbing Co. Inc and is organized and existing
under the laws of the State of Illinois.

The full names of its Officers are:

President J. P. Kennedy

Secretary M. B. Kennedy

Treasurer _____

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

RETURN THIS PAGE WITH BID

(b) Partnership

Name, Signature and Addresses of all Partners

The partnership does business under the legal name of

_____, which name is registered with

the office of _____ in the county of

_____.

(c) Sole Proprietor

The Vendor is a Sole Proprietor whose full name is

_____. If the Vendor is operating under

a trade name, said trade name is _____,

which name is registered with the office of _____

in the county of _____.

Signed: _____

Sole Proprietor

Owner and / or Company Officer Information:

Please provide the Name, Social Security Number, Drivers License Number and State of Issuance of Company Owner and / or Officers.

Name	Title	SS#	Drivers License	State
James Kennedy	President			
Mary Kennedy	Secretary			

other info available upon award of contract

RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION

Unique Plumbing Co. Inc., as part of its proposal on a contract for
(name of contractor)

Plumbing to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is not barred from proposing on the aforementioned contract 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 Requirements".

By: [Signature]
(Authorized Agent of Contractor)

Subscribed and sworn to

before me this 13th day of
September, 2017.

Susan M. Kennedy
Notary Public



RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION (cont.)

Unique Plumbing Co. Inc., as part of its proposal on a contract for
(name of contractor)
Plumbing to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

By: Jim P. Kuchy
(Authorized Agent of Contractor)

Subscribed and sworn to

before me this 13th day of

September, 2017.

Susan M. Kennedy
Notary Public



RETURN THIS PAGE WITH BID

V

TAX COMPLIANCE AFFIDAVIT

James Kennedy, being first duly sworn, deposes and
says: that he/she is President of
(partner, officer, owner, etc.)
Unique Plumbing Co. Inc.
(contractor)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from contracting 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 contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

James P. Kennedy
(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 this 13th day of September, 2017.

Susan M. Kennedy
Notary Public



RETURN THIS PAGE WITH BID



Minority Business and Women Business Enterprises Requirements:

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing 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.

Reporting Requirements:

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

- VI. Fair Employment Practices Affidavit of Compliance
- VII. Village of Oak Park E.E.O. Report (2 Pages)

Disadvantaged Business Participation Reporting

In an effort to reaffirm its commitment to DBE participation the Village of Oak Park asks each general contractor bidding on Public Works Projects to report on their utilization of Minority and Women Business Enterprises. Please list the MBE/WBE companies working as sub-contractors and/or suppliers on the DBE participation statement included herewith. Feel free to make additional copies of this form if necessary and include with your bid.

VI

**FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE**

NOTE: Their affidavit must be executed and submitted with the signed proposal form.
No proposals can be accepted by the Board of Trustees of the Village of Oak Park
unless said affidavit is submitted concurrently with the proposal.

James Kennedy, being first duly sworn, deposes and says that
(name of person making the Affidavit)

President of Unique Plumbing Co. and that he/she
(Title or Office) (Name of Company)

has the authority to make the following affidavit; that he/she has the knowledge of the
Village of Oak Park Ordinance relating to Fair Employment Practices and knows and
understands the contents thereof; that he/she certifies hereby that Unique Plumbing

Co. Inc is an "Equal Opportunity Employer" as defined by Section 2000
company)

(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.

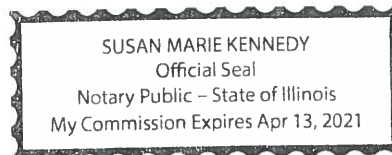
Subscribed and sworn to before

me this 13th day of

September, 2017

Susan M. Kennedy
Notary Public

[Signature]



RETURN THIS PAGE WITH BID

VII

VILLAGE OF OAK PARK E.E.O. REPORT

Please fill out the form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact Village Engineer Bill McKenna at (708) 358-5722.

1. Vendor Name: Unique Plumbing Co. Inc.
2. Check here if your firm is:

<input type="checkbox"/>	MBE
<input type="checkbox"/>	WBE
<input type="checkbox"/>	DBE
<input checked="" type="checkbox"/>	Non-MBE/WBE

**Note if your firm is an M/WBE please fill out the attached affidavit (copies of all certification letters must be included)*

3. What is the size of the firm's current stable work force?

<u>25</u>	Number of full-time employees
<u>0</u>	Number of part-time employees

4. Similar information will be requested of all subcontractors working on their contract. Forms will be furnished to the low responsible bidder or contractor with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

RETURN THIS PAGE WITH BID

VII (Continued)
VILLAGE OF OAK PARK
EEO REPORT

Vendor Name Unique Plumbing Co. Inc
 Total Employees 125

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	5	3	2									
Professionals	20	20										
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

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

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

James Kennedy, being first duly sworn, deposes and says that he/she is the President
 (Name of Person Making Affidavit) (Title or Officer)
 of Unique Plumbing Co. Inc and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon. Subscribed and sworn to before me this 13th day of September, 2017.
James J. Kudy 9/13/17
 (Signature) (Date)

RETURN THIS PAGE WITH BID

Participation Statement

(1) Instructions

Refer to: Minority and Women Business Enterprise Participation Program Vendor Handbook.

Submit: Schedule C and Schedule D with Bid Documents, see pages 23-26 of the Vendor Handbook).

SCHEDULE C:

**VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE
TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

M/WBE Firm: _____ Contract #: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

Certification Expiration Date: _____ Race/Gender: _____

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[] No [] Yes – Please attach explanation.

Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/Contract:

Indicate the **Total Dollar Amount**, the **Percentage**, and the **Terms of Payment** for the above-described Commodities/Services:

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this _____ day of _____, 20____,

Signature of Notary Public (SEAL)

My Commission expires on _____

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**SCHEDULE D:
VILLAGE OF OAK PARK
M/WBE PARTICIPATION AFFIDAVIT**

Contract #: _____ Contract Value: \$ _____

Contact Person: _____ Phone: _____ Fax: _____

Description of Commodities/Services to be provided by the Bidder/Proposer on this Contract:

Any questions regarding compliance with these requirements should be directed to:

Finance Department

The Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302

PHONE: 708.358.5460, FAX: 708.358.5105.

I, _____ (print name) hereby agree to comply with and be bound by the provisions to submit, as part of this bid/proposal, a detailed M/WBE Participation Plan with and at the time and place of the submissions of this bid/proposal; that the M/WBE Participation Plan is an element of bidder/proposer responsiveness and responsibility; and are incorporated as part of the contract; that heirs, executors, and administrators or assigns and any other persons or entities claiming by or through the bidder/proposer including but not limited to insurance companies, bonding companies, or sureties are bound by this agreement; and do declare and affirm that, to the best of my knowledge, information and belief, the facts and representations set forth in this M/WBE Participation Affidavit are true and correct, and that no material facts have been omitted.

Signed

Name and Title (Print)

Firm Name (Print)

Firm Address (Print)

Phone

Fax

City/State/Zip

SUBSCRIBED AND SWORN before me this _____ day of _____, 20____,

Signature of Notary Public

(SEAL)

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**SCHEDULE D:
M/WBE PARTICIPATION AFFIDAVIT**

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:

Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$	%	Schedule C attached? [<input type="checkbox"/>] Yes [<input type="checkbox"/>] No	
Description of Commodity/Service:			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$	%	Schedule C attached? [<input type="checkbox"/>] Yes [<input type="checkbox"/>] No	
Description of Commodity/Service:			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$	%	Schedule C attached? [<input type="checkbox"/>] Yes [<input type="checkbox"/>] No	
Description of Commodity/Service:			

Total MBE \$		%
Total WBE \$		%
Grand Total MBE \$		%
Grand Total WBE \$		

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The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each partner relevant to the joint venture by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Note: If after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm

Name of non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _____ day of _____, 20____, the above signed
officers _____,

(names of affiants)

personally appeared and, known to me are the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Signature of Notary Public

(SEAL)

Commission Expires: _____

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Contract Bond

NAME AND ADDRESS OF CONSTRUCTOR _____, as PRINCIPAL, and
NAME AND ADDRESS OF SURETY _____, as SURETY, is held
and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of **CONTRACT**
AMOUNT IN WORDS (\$ AMOUNT IN NUMBERS), 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 _____, 2017.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2017.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2017.

Notary Public

Contract

1. THIS CONTRACT is entered into on _____ by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President and Board of Trustees and name and address of contractor, its executors, administrators, successors or assigns (hereinafter "Contractor").
2. The following documents set forth the terms of this Contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project 17-9, Watermain Valve Replacements;
 - b. Contractor's Proposal dated _____; and
 - c. The Contract Bond.
3. Where the terms of the Contractor's Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans shall control.
4. The Contractor shall at its own cost and expense perform all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this Contract and the requirements of the Director of Public Works or the Director's designee.
5. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act.
6. The Contractor affirms that the individual signing this Contract is authorized to execute this Contract on behalf of the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract on the date above mentioned.

Attest:

Village of Oak Park

Victoria Scaman
Village Clerk
(Seal)

By _____
Cara Pavlicek
Village Manager

Name Of Contractor

By: _____
Signature

Printed Name

Its: _____
Title