

ADDENDUM #1

Issuance Date: 5/22/19

Village of Oak Park Fire Station Overhead Door Replacement

Proposal Number: 19-128 - Issuance Date: 5/22/19

Below is the revised scope of work and a revised Proposal (Price) Form for Proposal Number 19-128:

SCOPE OF WORK:

The Village of Oak Park Public Works Department is in need of two (2) new metal overhead (OH) doors and one (1) new high-speed Albany Ultra Tough M&I OH door for the Fleet Shop at the Public Works Center, located at 201 South Blvd. New doors shall include photo-eye safety devices, operators and wall-mounted controllers. Also, two additional photo-eye safety devices need to be installed for two existing metal OH doors in the Fleet Shop.

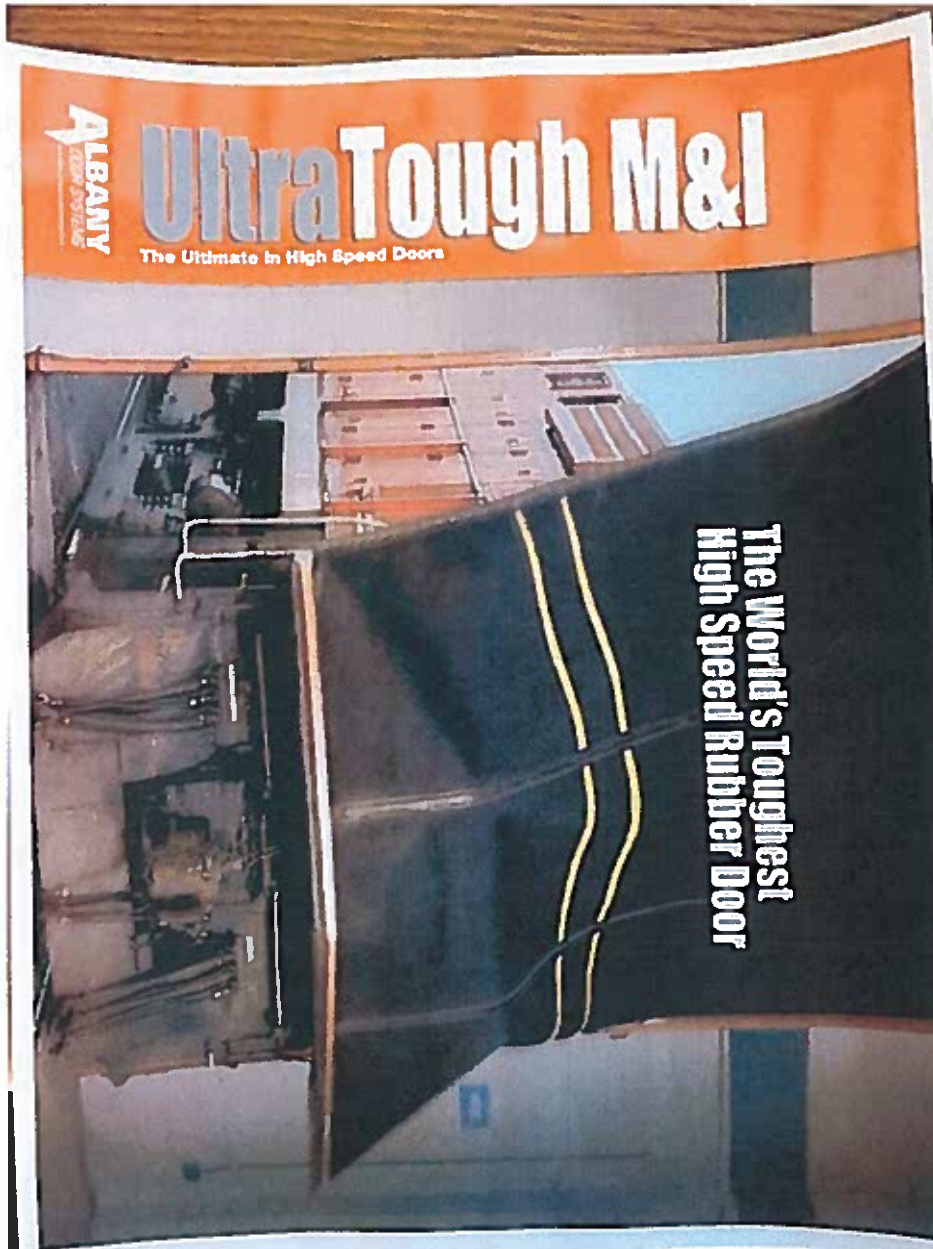
The two new metal OH doors shall include the following specs:

Two (2)

22' x 14' Raynor Rolling Steel Fire Door with operator. Door includes all new guides, slats, 100k cycle springs, fire mechanisms and weatherseals

- 3" Flat non-insulated steel slats - Prime painted gray over galvanized steel
- 24 gauge steel 'sheet-hood' to match curtain slats
- Structural three angle steel guides - Mounted to existing jambs
- Vinyl side seals and bottom astragal weather seal
- Industrial duty motor operator - 460 voltage 3 phase
- Photo electric safety cells - Designed to reverse operation if an obstruction is in opening
- One (1) interior Open/Close/Stop wall station
- Remove & haul away of existing door

The new high speed door for Fleet shall match the existing Albany Ultra Tough M&I High speed Rubber OH Doors and include the following specs:



The UltraTough M&I. Strong. Fast. Rugged.

From the world's largest manufacturer of high speed industrial doors.

When the going gets tough, you need the UltraTough M&I high-performance door from Albany Door Systems. The UltraTough M&I can take a hit and hold up in the most rugged industrial applications, while funny conventional doors buckle under conditions.

A Lifetime of Strength and Reliability

Even in the harshest conditions, the UltraTough M&I performs like no other door. Its 1/2" thick, UltraStrong rubber panel, heavy-duty self-supporting steel side frames, and patented Winkler guide system combine to provide more resistance against damage, rust, weather, and high wind loads of up to 68 mph. This heavy-duty door also creates a near airtight seal that protects people and materials from exposure to extreme weather and contaminants.

The UltraTough M&I meets the demands of any environment with a choice of two drive units. The Springless System, and Counterbalance System. The Springless System uses a direct drive unit and built-in catching device, eliminating the need for sprockets, springs and chains.

The Counterbalance System uses a double chain and sprocket that offers consistent, smooth operation with its evenly balanced 100K cycle torsion spring. Whatever you choose, this door helps reduce energy costs, increases productivity, and creates a better working environment.

AVERAGE ANNUAL COST SAVINGS OF \$8,000



UltraTough Applications

Automotive Distributors

Transportation Centers

Distribution Facilities

Parking Facilities

Automotive Washing

Wastewater Management

Mining

Government Facilities

Utilities

Limitless Options

Guaranteed to Stay Tough

The UltraTough M&I is built to withstand accidental impact and remain operational. The curtain and break-away bottom beam can be reset quickly without special tools, and the easy-to-use controller has LED indicators to make troubleshooting simple.

With opening speeds up to 60" per second, advanced safety features, and a wide selection of actuation devices, the UltraTough M&I allows you to increase productivity, decrease energy costs, lower maintenance costs, and enhance protection for employees and equipment.

Additionally, the chemical and computer resistant heavy-duty side frames, and lifetime warranty on the door panel, ensure superior durability and performance in harsh environments that conventional doors can't handle.

The UltraTough M&I has the strength, reliability, and speed that stand the test of time and conditions where no other conventional or high speed door can. As the global leader in providing high-performance doors, you can rely on Albany Door Systems to deliver the world's toughest high-speed rubber door.

UltraTough Technical Information

Opening and Closing Speeds

Springless System	Opening up to 30" per second (size dependent)
Counterbalanced System	Opening up to 60" per second (size dependent)

Door Dimensions

Max. Height	30 ft. (9.144m)
Max. Width	30 ft. (9.144m)
Min. Height	8 ft. (2.438m)
Min. Width	8 ft. (2.438m)

Safety Features

Photo Eye	Standard
Touch Guard Light Curtain	Optional - 40 infrared free-beam optical sensors
Wireless Safety System	Optional - No tool cords
Bottom Beams	Fall-safe auto stop and reverse self-monitoring safety edge

Door Panel

EPDM	3 layers of Epoxymethylene Rubber (EPDM) with polyester cord center. Breaking strength 11,000psi. Optional.
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Door Components

Springless System	Direct Drive Unit
Counterbalanced System	100K cycle torsion springs
Side Frames	Self-supporting, heavy-duty steel painted with corrosion and chemical resistant coating
Wider (size dependent)	4" diameter, 1.34" tube
Door Roll	8.5" diameter, 180" thick tube complying with ASTM A513
Bottom Beams	Steel construction with breakaway center
Manual Egress	Chain pull

Control and Drive System

Input Voltage	208-240 V 440-480 V 575 - 600 V
Motor	Up to 3.34 HP, 3 phase, 60 Hz, 20 amps
Limit adjustment	From drive
UltraTough controller	Optional variable speed
PLC	Optional
Protection	NEMA 4 / 12

Wind Resistance

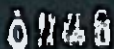
Winkler & Chain system	Up to 30 psi, 68 mph (124 kph)
Wind resistant	Optional - up to 30 psi, 110 mph (177 kph)

See other video options and actuation devices for all Albany High Performance Doors.



UltraStrong Curtain

Thick, 2-layer SBR and high tensile strength rubber panel has a lifetime warranty.



Counterbalance System

Counterbalance system uses tension springs for fast, smooth operation.



OR



Springless System

Springless System eliminates the need for chain and sprocket and decreases maintenance.



Heavy Duty Construction

Heavy duty 1 1/2" structural steel column and header, no aluminum.



Patented Continuous Windle Design

Continuous windle design resists high wind pressures and provides a near airtight seal.



ACS-50 Controller

ACS-50 Controller makes door operation easy and troubleshooting simple.



Optional Truck Guard Safety System

Optional Truck Guard Safety System eliminates contact with objects in the doorway.



Savings Lower Maintenance Increase Productivity Enhance Safety Increase Security Fast

Prices may include additional options.

ALBANY

Ultra Tough M&I

ALBANY

UltraTough M8



Automotive



Automotive Washing



Distribution



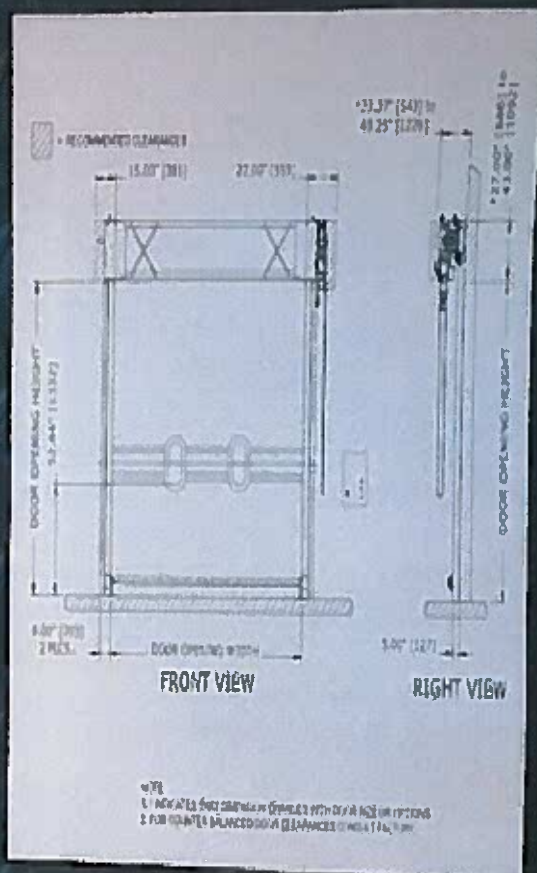
Wastewater Management



Transportation



Parking Facility



Albany Door Systems

Georgia Facility

175A Old Wrentham Road
Lawrenceville, GA 30046

Toll Free (800) ALBANY1 (252-2611)

Phone (770) 338-5000

Fax (770) 338-5024

Wisconsin Facility

1060 Mainline Drive
Port Washington, WI 53091

sales@albanydoors.com

www.albanydoors.com

Follow us on [facebook](#) and [YouTube](#)

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Poland (Warsaw) | Portugal (Lisbon) | Russia (Moscow) | Sweden (Stockholm) | Switzerland (Zurich) |

United Kingdom (London)

SECTION III
REVISED PROPOSAL FORMS (Pricing)

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

Fire Station #2: \$ 9118.62

Option#1: \$ 4003.33

Fire Station #3: \$ 9939.98

Option#1: \$ 4003.33

Public Works Center (Fleet Albany Speed Door): \$ 29983.00

Public Works Center Door #1 (east): \$ 11989.00

Public Works Center Door #3 (west): \$ 11989.00

Photo eyes for 2 Fleet doors \$ 1,523.86
Total Lump Sum Cost (Base Bid plus Fire Station Options and Public Works Center):

\$ 82550.12

24-Hour Emergency Call-back Number:

(800) 660-1877

Proposal Signature: _____

State of Illinois) County of Dupage)

(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: June / 10 / 2019 _____

Organization Name Allied Garage Door, Inc

(Seal - If Corporation)

By:

[Signature]
Authorized Signature

PO Box 817, Lombard IL, 60148

Address

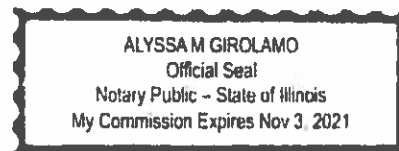
Telephone _____

Subscribed and sworn to before me this 10th day of June, 2019.

[Signature] in the State of Illinois. My Commission

Notary Public

Expires on 11 / 3 / 2021



Complete Applicable Paragraph Below

(a) Corporation

The contractor is a corporation, which operates under the legal name of Allied Garage Door, Inc and is organized and existing under the laws of the State of Illinois. The full names of its Officers are:

President L Parisi

Secretary D Parisi

Treasurer M Parisi

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 registered with the office of _____ in the county of _____.

(c) Sole Proprietor

The contractor is a Sole Proprietor whose full name is

_____. If the contractor is operating under

a trade name, said trade name is _____,

which name is registered with the office of _____

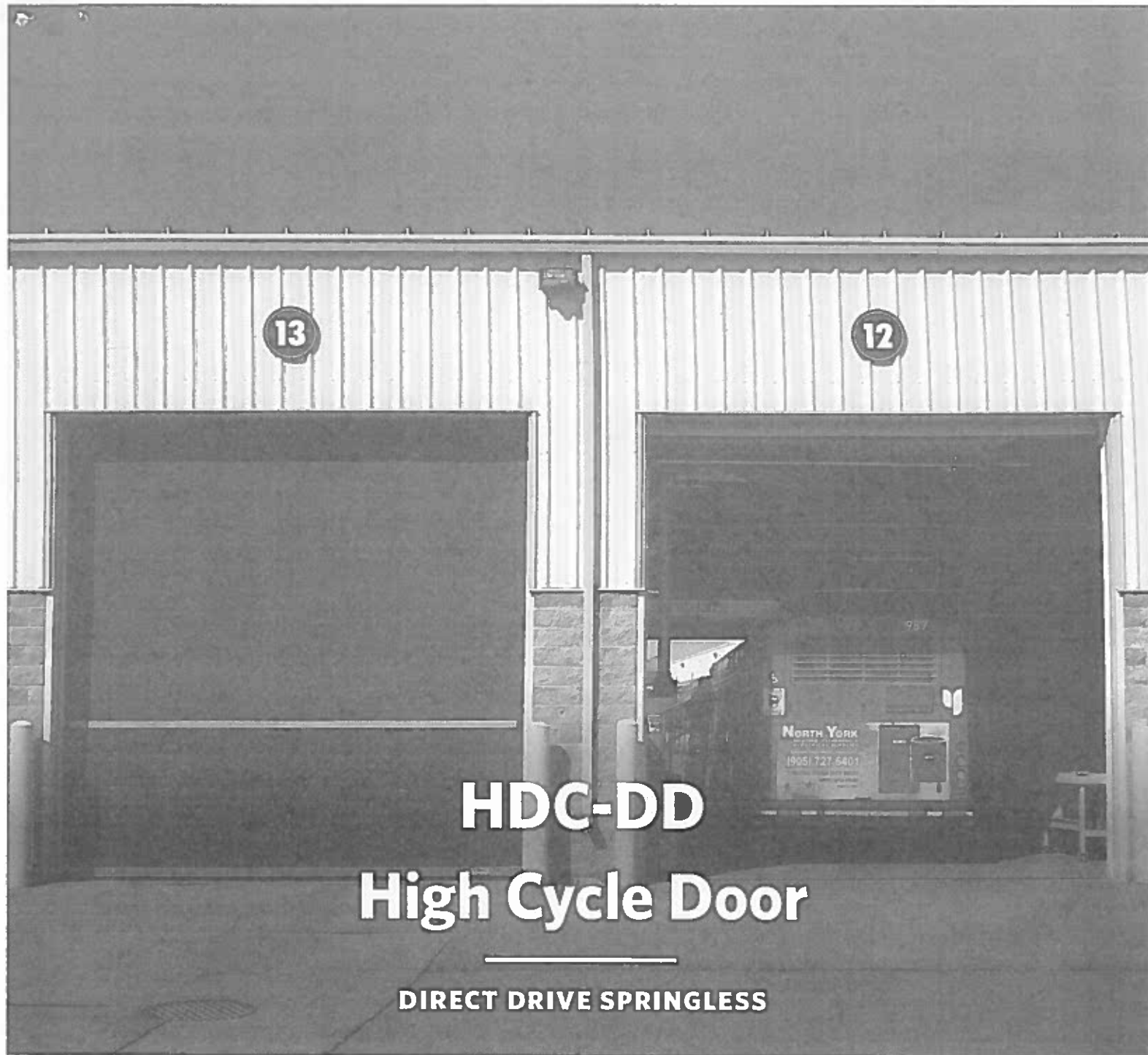
in the county of _____.

Signed: _____

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.

- END OF ADDENDUM #1 -



HDC-DD High Cycle Door

DIRECT DRIVE SPRINGLESS

TNR® combines rugged durability with high performance drive systems. Rubber roll-up doors are built for demanding industrial and commercial applications for:

HARSH ENVIRONMENTS

dirt, dust, rain, snow, temperature

HIGH TRAFFIC

and continual process flow demands

DOOR IMPACT CONCERNS

moving lift trucks, heavy equipment

HIGH WINDLOAD & PRESSURE DIFFERENTIAL

caused by exterior wind & positive pressure work environments



***Tough 'n' Ready
For Your Challenging
Environments***

HDC-DD: High Cycle Door—Direct Drive Springless

HDC: High Cycle Door—Chain Drive Springless

Applications: Manufacturing, food processing, automotive, bus transit stations, parking garages, postal distribution, airports and railways.

High performance, high speed, high impact doors for your challenging environments.

Process and Maintenance Engineers recognize the value of proven indestructibility, and endurance combined with high speed performance.

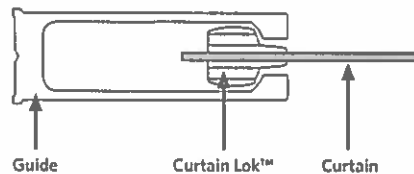
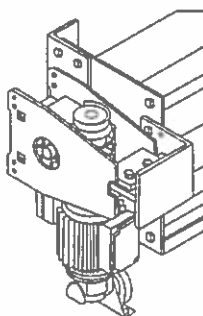
TNR® Mechanical Features

- 1/4" Black SBR rubber with polyester core weave. Flexible and resistant to abusive environments and impacts in temperatures from -40°F to 180°F.
- Patented NEWGEN® guide and Curtain Lok™ system. Reliable and consistent door operation with impact release performance. No guide gap maintenance required.
- Withstands impact. After an impact, the door is up and running in minutes.
- Knock-away double angle steel bottom bar with rubber loop and reversing edge.
- Sleek profile with easy installation, reduced clearances & minimal maintenance.
- No hinges, cables, pulleys, or tension springs.
- Self-supporting steel frame.
- Door sizes from 8' x 8' up to 20' x 20' and 25' x 15'
- Guide mounted thru-beam photoelectric sensor.
- Options: colours, windows, hoods, traveling windbar, and MSHA-rated self-extinguishing curtains.

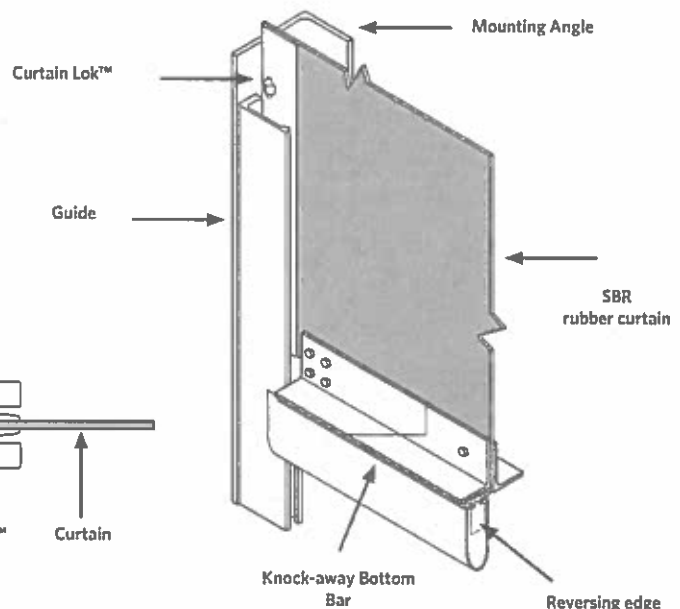
TNR® Drive Features

- High Efficiency Helical Gear Head (HG) Operator (HDC)
- Heavy Duty Gear Head Direct Drive Operator (HDC-DD)
- Options: access controls and specialty functions.

Heavy Duty Direct Drive Operator



NEWGEN® Guide and Curtain Lok™ system

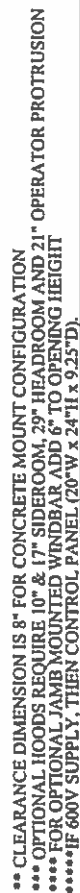


Standard Features	HDC	HDC-DD
Open/Close Speed—Inches per second (up to)	30/20	48/30
Direct Drive—Heavy Duty Worm Gear Head Operator		●
Chain Drive—Helical Gear Head Operator—For reduced side room	●	
Type of curtain—1/4" Black SBR rubber with polyester core weave	●	●
Reversing edge—Pressure sensitive wireless edge	●	●
Control panel—Multi-function capacity PLC with inverter drive for soft start/soft stop operation	●	●
Integrated control board—Provides advanced on-site programming capability		●
Activation—Remotes, pull cords, loop detectors	●	●
Self Supporting Steel Frame—Steel Mounting Angle	●	●
Warranty—Limited lifetime on curtain and NEWGEN Guide. Five years or 1,000,000 cycles on operators with frequency drive. Two years on parts and workmanship.	●	●

Toll-free 1-866-792-9968 Fax 1-705-735-9564 info@tnrdoors.com TNRdoors.com



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Canadian Patents - 2446648, 2436381, 2463208, 2737124. US Patents - 7516770, 6942003, 8291960.



MECHANICAL OPTIONS		ELECTRICAL OPTIONS	STANDARD SYSTEM INCLUDES
<input type="checkbox"/> - GUIDE MOUNTED WINDBAR	<input type="checkbox"/> - LOOP DETECTOR		- SPEEDS UP TO 48 IPS OPEN, 30 IPS CLOSE
<input type="checkbox"/> - JAMB MOUNTED WINDBAR	<input type="checkbox"/> - WIRELESS RECEIVER		- TIMER TO CLOSE (USER SELECT)
<input type="checkbox"/> - GUIDE GUARDS	<input type="checkbox"/> - WIRELESS TRANSMITTER, QTY. _____		- NEMA 4 CONTROL PANEL & OPERATOR
<input type="checkbox"/> - *** EXTERIOR HOODS	<input type="checkbox"/> - N 4X, PUSHBUTTON STN. QTY. _____		- PROGRAMMABLE CONTROLLER
<input type="checkbox"/> - 16" x 16" WINDOWS, QTY. _____	<input type="checkbox"/> - MOTION DETECTOR, QTY. _____		- FREQUENCY INVERTER
<input type="checkbox"/> - ELECTRIC REVERSING EDGE	<input type="checkbox"/> - ADD. THRU-BEAM PHOTOEYE, QTY. _____		- REVERSING EDGE
<input type="checkbox"/> - BLUE EPDM CURTAIN	<input type="checkbox"/> - ADD. REFLECTIVE PHOTOEYE, QTY. _____		- 5" HIGH, BLACK EPDM RUBBER LOOP
<input type="checkbox"/> - GRAY EPDM CURTAIN	<input type="checkbox"/> -		- KNOCK-AWAY STYLE BOTTOM BAR
<input type="checkbox"/> -	<input type="checkbox"/> -		- NEWGEN GUIDE AND CURTAIN LOK SYSTEM
<input type="checkbox"/> -	<input type="checkbox"/> -		- THRU-BEAM PHOTOEYE
<input type="checkbox"/> -	<input type="checkbox"/> -		- ROTARY DISCONNECT
<input type="checkbox"/> -	<input type="checkbox"/> -		*

CLOPAY COMMERCIAL – MODELS 3720, 3721, 3723 **energy series** with intellicore®



CONSTRUCTION	EFFICIENCY	WARRANTY
2" THICKNESS	18.4 R-VALUE	10YR LIMITED CONSTRUCTION



POLYURETHANE INSULATED STEEL DOORS

Clopay Models 3720, 3721 and 3723 are for commercial and industrial facilities where ease of maintenance, versatility and durability considerations are all important.

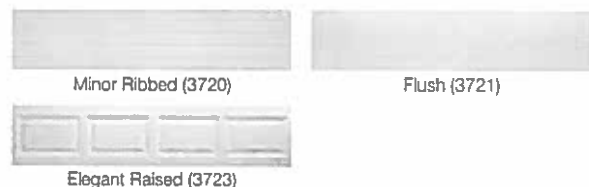
- Intellicore® polyurethane insulation and thermal break for improved energy efficiency.
- Three-layer steel plus steel insulation enhances durability, strength and quiet operation.
- 3-stage paint process delivers a virtually maintenance-free finish.
- Injection-molded lite frames with integral weatherseal are durable and seal against the elements. Many glass options available for visibility, privacy or energy efficiency.

clopaycommercial.com



Panel's are prepainted inside and out to inhibit rust. Hot-dipped, galvanized steel is painted with primer and given a tough oven-baked polyester top coat to provide the most rust-resistant steel door available. Ten-year warranty against rust-through.

PANEL DESIGN



COLOR OPTIONS

MODEL 3720



ADDITIONAL COLORS FOR MODELS 3721, 3723



CUSTOM PAINT OPTION



Color Blast® offers more than 1,500 Sherwin-Williams® color options to complement your building design. This durable two-part paint system has been thoroughly tested and is backed by a five-year warranty.

Due to solar reflective formulation to meet greater than a 38 LRV, some colors may not be available.

FEATURES

STANDARD HARDWARE

- TPE astragal in aluminum retainer
- Commercial 10-ball steel rollers (nylon tires available)
- Steel step plate and lift handle
- Galvanized steel end stiles
- Inside slide lock for increased security
- 2" (50.8 mm) or 3" (76.2 mm) track
- 10,000 cycle springs
- Galvanized aircraft cable with minimum 7:1 safety factor
- Variety of track configurations to meet building specifications

MATERIALS AND CONSTRUCTION

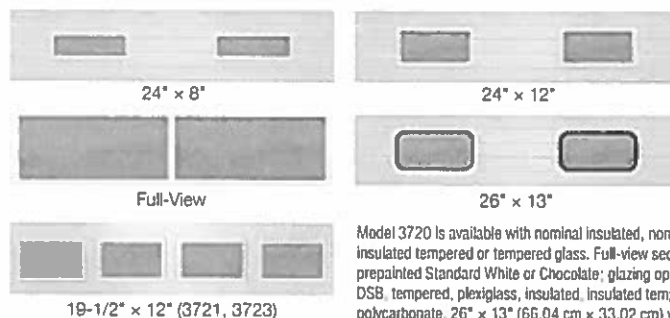
Panel Thickness	2" (50.8 mm)
Insulation	CFC and HCFC-free Intelliflex® polyurethane
R-value	18.4*
Thermal Break	Continuous foam
Exterior Steel	27 gauge (.016" min.) (.41 mm)
Interior Steel	28 gauge (.015" min.) (.38 mm)
Exterior Surface	Stucco embossed, minor ribbed (3720) Woodgrain embossed, flush (3721) Woodgrain embossed, elegant raised (3723)
Max Width	3720: 36'2" (11 m); 3721, 3723: 24'2" (7.4 m)
Max Height	3720: 26' (7.9 m); 3721, 3723: 18' (5.5 m)
Exterior Colors	Standard White, Glacier White, Almond, Desert Tan, Sandtone, Commercial Tan, Chocolate, Mocha Brown, Gray, Trinar® White and Trinar® Beige. Also available in Color Blast®.
Interior Color	Standard White
Limited Warranties	10-year delamination 10-year rust-through 1-year material and workmanship

*Calculated door section R-value is in accordance with DASMA TDS-163.

For special sizes, applications and options, consult Commercial Information Assistance (CIA) at 1-800-526-4301.

ADDITIONAL OPTIONS

WINDOW OPTIONS



Model 3720 is available with nominal insulated, nominal insulated tempered or tempered glass. Full-view section, pre-painted Standard White or Chocolate; glazing options include DSB, tempered, plexiglass, insulated, insulated tempered and polycarbonate. 26" x 13" (66.04 cm x 33.02 cm) windows are available with Lexan® or plexiglass. Models 3721 and 3723 are available with DSB, plexiglass and insulated glass.

HEAVY-DUTY HARDWARE (where not standard)



MULLIONS



Carry-away, roll-away or swing-up mullions are available on select sizes.

BREAK-AWAY SECTION*



Single section and double sections available on select sizes.

PASS DOOR*



32" wide x 80" high (.81 m x 2.3 m), max 16'2" (4.9 m) wide section.

EXHAUST PORT



Can be cut into any type of sectional door. Available in select sizes.



WindCode® reinforcement available up to W1 design pressure (DP) 14 PSF, depending on size. Doors tested 50% greater than DP.



Upgrade your standard door with industrial-grade components.

*Not available on Models 3721 and 3723.

HIGH CYCLE SPRINGS



25,000, 50,000 or 100,000 cycle springs available.

CODE COMPLIANT

This Clipay door complies with the 2015 IECC (International Energy Conservation Code) with an air infiltration rating of .40 cfm/ft² or less (IECC, Section 402.5.2), and also meets the U-factor requirement of .37 or less (IECC, Section C402.4, for Climate Zones 1 through 8).



For more information on these and other Clipay products, call 1-800-526-4301 or visit clipaycommercial.com



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REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park Fire Station Overhead Door Replacement

Proposal Number: 19-128

Issuance Date: 5/22/19

The Village of Oak Park will receive proposals from qualified overhead (OH) door companies to replace the existing OH doors at the north and south fire stations. 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. until 10:00 a.m. local time on Tuesday, June 11th, 2019. Proposals will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Proposals must be enclosed in a sealed envelope marked "Village of Oak Park Fire Station Overhead Door Replacement".

There will be a pre-bid meeting at the main fire station, located at 100 N. Euclid, Oak Park, IL 60302 on Wednesday, May 29th at 9:00 a.m. Contractors are urged to attend this meeting as the new OH doors must exactly match the OH doors recently installed at the main fire station.

Specifications and proposal forms may be obtained at the Public Works Center at the address listed above or by calling 708-358-5710 or by e-mail request to vics@oak-park.us.

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. Information is available from the Building Maintenance Superintendent, Vic Sabaliauskas, at 708-358-5700.

The documents constituting component parts of their agreement, comprised of pages, are the following:

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.

Submission of Proposals

The proposal shall be submitted on the proposal form included herewith. The proposal shall be submitted in a sealed envelope and shall bear the return address of the contractor, 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 and REFERENCES

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.

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

The contractor shall be responsible for becoming a licensed contractor in the Village.

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.

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.

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.

Hold Harmless

See attached form Agreement.

Insurance

See attached form Agreement.

Termination of Agreement

See attached form Agreement.

SECTION II DETAILED SPECIFICATIONS

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.

Licenses and Permits

The contractor shall be responsible for becoming a licensed contractor with the Village.

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 abide 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.

Workers

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.

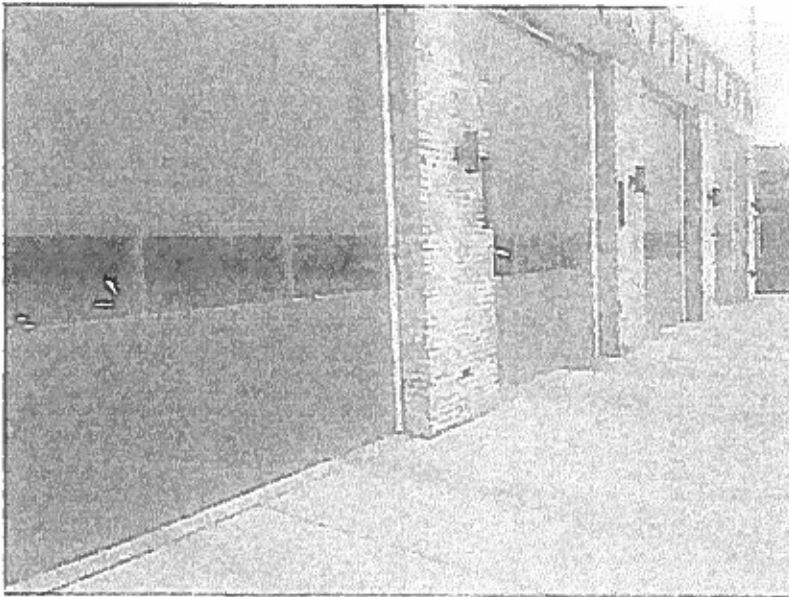
3. Caution Signs - Contractor selected shall use "caution signs" as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of agreement.

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.

SCOPE OF WORK

The Village of Oak Park is seeking bids from overhead door companies to install two (2) new overhead (OH) doors at the north fire station, located at 212 Augusta, and two (2) new overhead (OH) doors at the south fire station, located at 900 S. East Ave. New OH doors must exactly match the OH doors recently installed at the main fire station, located at 100 N. Euclid (see photo below). Color code is 3020 and the style code is TS175b.



Below are more detailed specifications for the overhead doors:

Fire Station #2 – 212 Augusta

- Qty. (1) 14'-5" X 10' C.H.I. Overhead Door Model 3216 R-value 17.54
- Qty. (1) 10'-2" X 10' C.H.I. Overhead Door Model 3216 R-value 17.54
 - o 3" angle-mount tracks – standard lift
 - o Heavy-duty hardware – double end stiles including rollers
 - o Photo Electric Safety Devices must be updated to code
 - o 50K cycle springs – solid shaft
 - o Aluminum full-view section with insulated glass
 - o All sections painted fire engine red color (color code 3020)
 - o Perimeter weather-seal
 - o Removal and disposal old doors
- Option #1: Qty. (2) Liftmaster Trolley Elite Series Heavy-duty ¾ HP Operators with two (2) Photo Electric Safety Devices and Secondary 36" Entrapment Protection
 - o CPS – OPEN4 for Primary Entrapment
 - o LC-36A Light Curtain for Secondary Safety
 - o Installation and wiring into new operators
 - o Provide 36" of effective coverage to increase the area of protection

- o Maximum door width of 33'
- o Eight (8) LEDs per side and 22 cross-beams produce an invisible curtain of infrared light for maximum detection capability.
- o Solid LED lights indicate correct sensor alignment
- o Green LED on receiver flashes when interrupted, providing visible interrupt detection.

Fire Station #3 – 900 S. East Ave.

- Qty. (2) 12'-10" X 11' C.H.I. Overhead Door Model 3216 R-value 17.54
 - o 3" angle-mount tracks – standard lift
 - o Heavy-duty hardware – double end stiles including rollers
 - o Photo Electric Safety Devices must be updated to code
 - o 50K cycle springs – solid shaft
 - o Aluminum full-view section with insulated glass
 - o All sections painted fire engine red color (color code 3020)
 - o Perimeter weather-seal
 - o Removal and disposal old doors
- Option #1: Qty. (2) Liftmaster Trolley Elite Series Heavy-duty ¾ HP Operators with two (2) Photo Electric Safety Devices and Secondary 36" Entrapment Protection
 - o CPS – OPEN4 for Primary Entrapment
 - o LC-36A Light Curtain for Secondary Safety
 - o Installation and wiring into new operators
 - o Provide 36" of effective coverage to increase the area of protection
 - o Maximum door width of 33'
 - o Eight (8) LEDs per side and 22 cross-beams produce an invisible curtain of infrared light for maximum detection capability.



3216

THERMALLY-BROKEN INSULATED STEEL SANDWICH DOOR

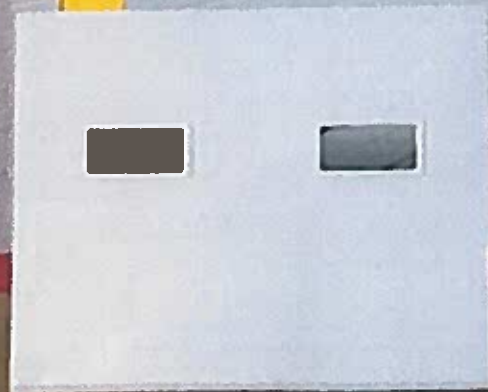
28' x 12' C-1
Depth 31.32'

C-1 OVER-HEAD DOORS

www.childs.com



WORKING



8' x 7' 3216 white with optional 20' x 12' modrest

DURABLE.
THERMALLY-BROKEN.



SPECIFICATIONS, OPTIONAL FEATURES AND ACCESSORIES



1/2" STEEL
White painted steel with 1/2" x 1/2" lip is available in both a single and triple.

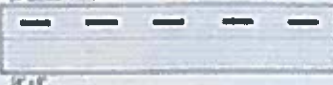


SPRINGS
Torsion springs are factory wound with stress-relieved oil-tempered wire.



SECTION JOINT
Section joints are gasketed and carry-over for a tight seal.

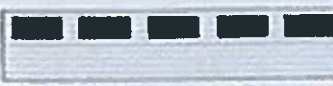
OPTIONAL WINDOW DESIGN



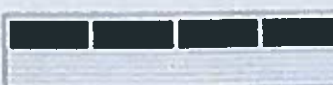
14' x 6'



14' x 10'



14' x 14'



FULL VIEW

C.H.I.
The Door to Quality

WHITE

ALMOND

SANDSTONE

BROWN

Refer to samples at your local C.H.I. distributor for exact color match.

COLOR SELECTION

NEW CLASS MODEL 3216, Thermally-Break Insulated Steel Door

SECTIONS

- Sections are 2" thick
- Sections include a thermal break to eliminate thermal convection
- Outside skin features horizontal micro-grooves
- Concealed steel back-up plates run from top to bottom of each section for secure hardware attachment
- Bottom "U" type astragal is a standard feature

TRACKS

- Tracks are 2" or 3", as specified
- Available in bracket mount, angle mount, clip angle mount, 12" radius, 12" radius, high lift, vertical lift, roof pitch, or dual track low headroom

HARDWARE

- Package includes 14 gauge or 11 gauge hinges, as specified
- 2" or 3" short-stem or long-stem ball bearing rollers
- Heavy duty adjustable top roller brackets

SPRINGS

- Torsion springs are factory wound with stress-relieved oil-tempered wire
- Springs are individually calibrated per door
- Counter-balance torsion shafts are galvanized for rust resistance

INSULATION TYPE

- Foamed in place CFC free polystyrene core
- R-value* = 17.54

VISIT YOUR DOOR PROFESSIONAL AT:

C.H.I. Insulated Doors are manufactured in Irving, Texas, USA



C.H.I. Insulated Doors are available in 14' x 6', 14' x 10', 14' x 14', or full view designs.



What can be unpredictable and destructive. This is why C.H.I. Windbreaker Series and Series doors are designed, tested, and built to the most rigorous specifications. Wind standards tested to ensure wind-load resistance, these extraordinary designs provide enhanced defense against the elements.

C.H.I. Overhead Doors developed the resilient Windbreaker Series garage doors to protect against high-wind conditions. The superior C.H.I. Super Impact Approved doors have strength designed to withstand direct collisions of projectiles and other hazardous debris at high speeds.

DOOR CONSTRUCTION

This Model utilizes 16-gauge exterior and 12-gauge interior steel skins insulated with CFC free urethane insulation. The Thermally-Break Insulated and gasketed section joint includes a continuous weather seal offering exceptional protection from the elements.

Model 3216 R-value* = 17.54

FLIER NUMBER: 42016-04000

C.H.I. OVERHEAD DOORS | 1485 Sunrise Drive | Arthur, Illinois 61811 | www.chi-usa.com

LC-36A

LIGHT CURTAIN



Protection for Personnel and Equipment

LiftMaster® LC-36A Light Curtains provide 36 in. of coverage to keep your customers, employees and equipment safe. The LC-36A must be used with a primary entrapment device and be installed along the vertical plane of the door. The light curtains are NEMA 4 rated which provides protection against direct water spray and makes the LC-36A ideal for use in auto dealerships, fire stations, municipal garages and commercial storage facilities.

Performance

- Color-coded transmitter and receiver for easy identification.
- Provides 36 in. of effective height coverage to increase the area of protection.
- Multiple sets of LC-36A curtains can be mounted on a door providing coverage flexibility.
- Maximum door width of 30 ft. ensures coverage for most commercial doors.
- Eight (8) LEDs per side and 22 cross-beams produce an invisible curtain of infrared light for maximum detection capability.
- Solid LED lights indicate correct sensor alignment, simplifying installation.
- Green LED on receiver flashes when interrupted, providing visible interrupt detection.

* See instruction manual for requirements.

The LiftMaster LC-36A is an ancillary device and must be used with a primary monitored entrapment device to maintain compliance with UL 325. The LiftMaster CPS-UN4, CPS-RPEN4, CPS-OPEN4 and CPS-U meet this requirement. Failure to use the appropriate sensor or failure to install the sensors properly may expose the installer and customer to liability should an accident occur.

LiftMaster's full line of Primary Monitored Photo Eyes



CPS-UN4

CPS-RPEN4

CPS-OPEN4

CPS-U

Optional Accessories:



External Power Supply (100MA/PS)

Provides enough power to operate two LC-36A Light Curtains. Includes 30 ft. cable leads.

** Required for use with LiftMaster Medium-Duty Operators. Available as an extra power source for use with LiftMaster Logic 3, 4 and 5.0 Operators.



2-Strand Bell Wire (20-2LM)

500 ft., 22 gauge, white and red/white wiring.



2-Strand Bell Wire (21-2LM)

500 ft., 22 gauge, white and black/white wiring.



7-Conductor Cable (65-7WIREL)

500 ft., 20 gauge, 7-wire spool. For use with all standard control stations, sensing edges or photo eyes.

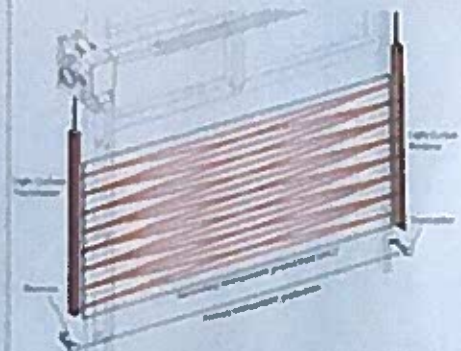


Image shows infrared beam pattern which is not visible to the naked eye.

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY

Village of Downers Grove

ADDRESS

801 Burlington

Downers Grove, IL 60515

CONTACT

Dan Fitzpatrick

PHONE

630-816-0094

WORK PERFORMED

Service, repairs, installs

MUNICIPALITY

Village of Glenview

ADDRESS

2500 E Lake Ave

Glenview, IL 60026

CONTACT

Eric Chapman

PHONE

847-376-0147

WORK PERFORMED

Service, repairs, installs

MUNICIPALITY

City of Naperville

ADDRESS

180 Fort Hill Dr

Naperville, IL 60540

CONTACT

Lupe Gonzalez

PHONE

630-335-3372

WORK PERFORMED

City Maintenance contract, service, repairs, installs

SECTION III
CONTRACTOR CERTIFICATION

Allied Garage Door Inc, 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.

[Signature]
(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this 10th day of June, 2019.

[Signature]

Notary Public's Signature

- Notary Public Seal -

ALYSSA M GIROLAMO
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 3, 2021

SECTION IV
TAX COMPLIANCE AFFIDAVIT

L Parisi, being first duly sworn, deposes
and says:
that he/she is officer of
(partner, officer, owner, etc.)
Allied Garage Door, Inc
(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: [Signature]

Its:

Allied Garage Door Inc

(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 10th day of June, 2019.

[Signature]

Notary Public's Signature

- Notary Public Seal -

ALYSSAM GIROLAMO
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 3, 2021

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 V
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The contractor is a corporation, legally named Allied Garage Door, Inc and is organized and existing in good standing under the laws of the State of Illinois. The full names of its officers are:

President L Parisi

Secretary D Parisi

Treasurer M Parisi

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

C. Partnership:

The contractor is a partnership which operates under the name _____

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

_____ Signature	_____ Signature
--------------------	--------------------

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

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

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

Signature of Owner

SECTION VI
PROPOSAL BOND

BOND NO. 72167295

WE Allied Garage Door, Inc.
as PRINCIPAL, and Western Surety Company
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.

THEREFORE 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 11th day of June A.D. 2019.

PRINCIPAL

Allied Garage Door, Inc.

(Company Name)

(Company Name)

By: [Signature] president
(Signature & Title)

By: _____
(Signature & Title)

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

Subscribed to and sworn before me on the

_____ day of _____, 2019.

Notary Public

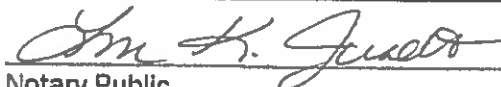
NAME OF SURETY - Western Surety Company

By  Theresa A. Hunziker, Attorney-in-Fact

Signature of Attorney-in-Fact

subscribed to and sworn before me on the

11th day of June, 2019.



Notary Public

LISA K JUNDT
Notary Public - Notary Seal
State of Missouri, Jefferson County
Commission # 13402531
My Commission Expires August 17, 2021

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gregory L Stanley, Michael T Reedy, Gary L Riek, Theresa A Hunziker, Karen Speckhals, Don K Ardolino, Kim Connell, Timothy E Griffin, Christopher J OHagan, Brandi L Bullock, Joel Karsten, Cindy Rohr, Individually

of Saint Louis, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of March, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 8th day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11TH day of JUNE, 2019



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION VII
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 _____, 2019.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2019.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2019.

Notary Public

SECTION VIII
COMPLIANCE AFFIDAVIT

- I, LParis, (print name) being first duly sworn on oath depose and state:
1. I am the (title) president 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: Allied Garage Door Inc

Telephone 630-279-0795

E-Mail lp@allieddoor.com

Subscribed to and sworn before me this 10th day of JUNE, 2019.


Notary Public

- Notary Public Seal -

ALYSSA M GIROLAMO
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 3, 2021

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 IX
M/W/DBE STATUS AND EEO REPORT

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

1. Contractor Name: Allied Garage Door Inc
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - ☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- _____ Number of full-time employees
- _____ Number of part-time employees
4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: 6/10/19

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. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

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

Contractor Name _____

Total Employees _____

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
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 _____, 2019.

(Signature)

(Date)

SECTION X
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: Project No. 19-128

Village of Oak Park Fire Station Overhead Door Replacement

Comments:

Signed: _____

Phone: _____



SAMPLE ONLY
INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on the ____ day of _____ 2019, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and _____, a _____ (hereafter the "Contractor").

WHEREAS, the Contractor submitted a Proposal to perform Building Maintenance services at all Village facilities (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 an annual cost not to exceed \$_____ ("Contract Price"), 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.

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 the date that the Work is completed as determined by the Village. This shall be considered the initial contract period and shall be a three-year term. The Contractor shall invoice the Village for the Work provided pursuant to this Contract the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. **RATE ADJUSTMENT**

Price escalation will be allowed and subject to one (1) adjustment annually, effective on the contract anniversary date. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village thirty days prior to the anniversary date. The annual adjustment shall be based upon 100% of the percentage of change of the *latest published Index* (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under this contract in any year. If the bidder fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the contract.

If any price reductions are announced during the contract period, the Village shall receive the benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

6. 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.

7. 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.

8. COMPLIANCE WITH APPLICABLE LAWS

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

9. INDEMNIFICATION

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

10. INSURANCE

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning 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:

i. Limits:

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.

11. 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.

12. AFFIDAVIT OR CERTIFICATE

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

13. NOTICES

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

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

To the Contractor:

Allied Garage Door Inc
POB 817
Lombard IL 60148
William Tortoriello
Email: wt@allieddoor.com
Facsimile: 630-279-0882

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.

14. AUTHORITY TO EXECUTE

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

15. EFFECTIVE DATE

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

16. 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.

17. INDEPENDENT CONTRACTOR

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

18. CONTRACT BOND

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.

19. GOVERNING LAW AND VENUE

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

20. AMENDMENTS AND MODIFICATIONS

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

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this

Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

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

23. HEADINGS AND TITLES

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

24. COOPERATION OF THE PARTIES

The Village and 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.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

26. CERTIFIED PAYROLL

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

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

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

VILLAGE OF OAK PARK

CONTRACTOR

By: _____
Its: Cara Pavlicek
Village Manager

By: _____
L. Bahsi
Its: president

Date: _____, 2019

Date: _____, 2019

ATTEST

ATTEST

By: _____
Its: Vicky Scaman
Village Clerk

By: _____
Its:

Date: _____, 2019

Date: _____, 2019



ALLIGAR-01

KLAMANTIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Corkill Insurance Agency, Inc. 6000 E. State Street, Ste 501 Rockford, IL 61108	CONTACT NAME:	
	PHONE (A/C, No, Ext): (847) 758-1000	FAX (A/C, No): (847) 758-1200
INSURED Allied Garage Door Inc PO Box 817 Lombard, IL 60148-0187	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Erie Insurance Exchange	
	INSURER B : Flagship City Insurance Co.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			Q37-0159271	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q01-0141946	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			Q25-0175906	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Q85-5105525	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			Q37-0159271	1/1/2019	1/1/2020	\$200 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village Of Oak Park, its officers, employees, agents and volunteers are Additional Insured for General Liability and Auto Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Village Of Oak Park
123 Madison St.
Oak Park, IL 60302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE