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**INVITATION TO BID**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village of Oak Park LED  
Viaduct Lighting Project  
Bid Number: 19-139  
Issuance Date: 7/17/2019**

The Village of Oak Park will receive Bids from qualified contractors to replace existing 150W Sodium Lighting light fixtures with LED Wall Pack Lighting fixtures. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. until 4:00 p.m. local time on Wednesday, July 31st, 2019. Bids will be reviewed in private (no public bid opening) and the results of the review will be presented to the Village Manager of the Village of Oak Park.

Bids must be enclosed in a sealed envelope marked  
"Village of Oak Park Viaduct Lighting Project"

Specifications and Bid forms may be obtained at the Public Works Center at the address listed above or by calling 708-358-5743 or by e-mail request to [sbrinkman@oak-park.us](mailto:sbrinkman@oak-park.us).

The Village of Oak Park reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept any item of any Bid. Information is available from the Streets and Street Lighting Superintendent Scott Brinkman, at 708-358-5743.

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 Bids**

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Scott Brinkman, Street and Street Lighting Superintendent  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

**SECTION I**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS and REFERENCES**

**Preparation and Submission of Bid:**

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

**Contract Bond**

The successful contractor shall, within ten (10) calendar days after award of the Bid, 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.

**Bid Bond**

The contractor shall provide a Bid bond in the amount of ten percent (10%) of the total Bid price. The attached form may be used or the contractor may provide cash or a certified check in the amount specified. The Bid 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 Bid price.

**Award of Agreement**

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

**Costs of Preparation**

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

**Taxes not Applicable**

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

**Withdrawal of Bids:**

Any contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

**Investigation of Contractors**

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

**Rejection of Contractor**

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

**Conditions**

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

**Compliance with Applicable Laws**

The 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 Bid. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

**Interpretation of Agreement Documents:**

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

**Minority Business and Women Business Enterprise Requirements**

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

**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 Street and Street Lighting Superintendent. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Street and Street lighting Superintendent grants an extension.

**Fees and Cost**

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

**Dispute Resolution**

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

**Hold Harmless**

See attached form Agreement.

**Insurance**

See attached form Agreement.

**Termination of Agreement**

See attached form Agreement.

## SECTION II DETAILED SPECIFICATIONS

### **Scope of Work**

The Village of Oak Park is seeking a contractor to replace the lighting fixtures under our viaducts that are located between South and North Boulevards. The fixtures will be provided by the Village for installation. The contractor shall supply all fittings, hardware, and necessary equipment to install the fixtures to the existing conduit already hung. There are two locations where conduit will need to be replaced, and the contractor will supply that material.

**Location #1: Forest/Home Ave Viaduct** - Replace ten 150W Sodium fixtures with LED Wall Packs. One span of conduit will need to be restored at the east side center light to north light, additionally repair the cable trouble from the service box to the flashing beacons

**Location #2: Clinton Ave Viaduct** - Replace ten 150W Sodium fixtures with LED Wall Packs.

**Location #3: Kenilworth Ave Viaduct** - Replace ten 150W Sodium fixtures with LED Wall Packs. Restore conduit from Service box to junction box to the south and secure the service box to the wall, additional conduit span that needs to be replaced is west side center light to north light

**Location #4: Euclid Ave Viaduct** - Replace ten 150W Sodium fixtures with LED Wall Packs.

**Location #5: East Ave Viaduct** - Replace ten 150W Sodium fixtures with LED Wall Packs.

**Location #6: Scoville Ave Viaduct** - Replace ten 150W Sodium fixtures with LED Wall Packs.

**Location #7: Harvey Ave Viaduct** - Replace ten 150W Sodium fixtures with LED Wall Packs.

**Location #8: Lombard Ave Viaduct** - Replace ten 150W Sodium fixtures with LED Wall Packs.

**Location #9: Humphrey Ave Viaduct** - Replace ten 150W Sodium fixtures with LED Wall Packs.

There are a total of 90 lights to be swapped out one for one, refitted and connected to the existing conduit and wiring. ½ inch flexible conduit whips couple from existing conduit to provided fixture shall be coated in a non-corrosive material. All hardware shall be stainless steel. The contractor will be responsible for disposal of all old fixtures.

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

Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

#### **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.

#### **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

restore all structures, pavement and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

Interested contractors are encouraged to visit the above project location in order to get a more accurate assessment of the conditions. Village of Oak Park Street Lighting Electricians will be made available to meet if desired.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications.

#### **Licenses and Permits**

The contractor shall be responsible for becoming a licensed contractor with the Village and shall follow all appropriate and required codes.

#### **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**

**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 Bid within 30 days of approval as provided in the Local Government

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.

#### **Time of Work**

Contractor shall only work on weekdays, (Monday through Friday), from 6:30 a.m. to 4:00 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Streets Superintendent.

#### **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. 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.



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.

### **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 that require identification, prior to beginning service at Village facilities. In addition, each time a new chemical is introduced, a copy of that product's MSDS must be provided to the Building Maintenance Superintendent prior to the product being used. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
2. Labeling of Hazardous Materials – Contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.
3. Caution Signs – Contractor selected shall use “caution signs” as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of agreement.

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

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

### **Prevailing Wage**

This work will require conformance with prevailing wage laws. See paragraph 18. in the Independent Contractor Agreement at the end of this RFP.

**BID FORM (Pricing)**

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

PRICE OF LOCATION #1: Forest/Home Ave Viaduct	8049.45 \$ _____
PRICE OF LOCATION #2: Clinton Ave Viaduct	3290.10 \$ _____
PRICE OF LOCATION #3: Kenilworth Ave Viaduct	9318.70 \$ _____
PRICE OF LOCATION #4: Euclid Ave Viaduct	3290.10 \$ _____
PRICE OF LOCATION #5: East Ave Viaduct	3290.10 \$ _____
PRICE OF LOCATION #6: Scoville Ave Viaduct	3290.10 \$ _____
PRICE OF LOCATION #7: Harvey Ave Viaduct	3290.10 \$ _____
PRICE OF LOCATION #8: Lombard Ave Viaduct	3290.10 \$ _____
PRICE OF LOCATION #9: Humphrey Ave Viaduct	3290.10 \$ _____

TOTAL LUMP SUM COST: 40,398.85  
\$ \_\_\_\_\_

24-Hour Emergency Call-back Number:  
630 918-9560  
(\_\_\_\_) \_\_\_\_\_

Bid Signature: Kathy Esposito

Illinois Cook  
State of \_\_\_\_\_) County of \_\_\_\_\_)  
Kathy Esposito

\_\_\_\_\_,  
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above Bid 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 Bid from the agreement

**BID FORM continued**

specifications and has checked the same in detail before submitting this Bid; 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: 7-30 /      / 2019

All Tech Energy, Inc.

Organization Name (Seal - If Corporation)

By:

*Kathy Papin*  
Authorized Signature  
847-882-0500

1000 E. State Parkway, Suite C,  
Schaumburg, IL 60173

Address

Telephone

Subscribed and sworn to before me this 30<sup>th</sup> day of July,  
2019.

*Christine L. Kearns*

Illinois

in the State of     . My

Commission  
Notary Public

Expires on 7 / 31 / 21



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

**MUNICIPAL QUALIFICATION REFERENCE SHEET**

<b><u>MUNICIPALITY</u></b>	Town of Cicero
<b><u>ADDRESS</u></b>	4949 W. Cermak
	Cicero, IL
<b><u>CONTACT</u></b>	James Wood
<b><u>PHONE</u></b>	708-656-3600
<b><u>WORK PERFORMED</u></b>	2017 LED Lighting Installation
<b><u>MUNICIPALITY</u></b>	Village of Oak Park
<b><u>ADDRESS</u></b>	201 South Blvd.
	Oak Park, IL
<b><u>CONTACT</u></b>	Vic Sabaliauskas
<b><u>PHONE</u></b>	708-358-5710
<b><u>WORK PERFORMED</u></b>	Public Works Fleet Shop Lighting
<b><u>MUNICIPALITY</u></b>	City of Calumet City
<b><u>ADDRESS</u></b>	660 Manistee
	Calumet City, IL
<b><u>CONTACT</u></b>	Mario Planera
<b><u>PHONE</u></b>	708-747-3600
<b><u>WORK PERFORMED</u></b>	Calumet City Library LED Lighting

**SECTION III  
CONTRACTOR CERTIFICATION**

**All Tech Energy, Inc.**

\_\_\_\_\_, as part of its Bid 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.

*Kathy Repetto*  
(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this 30<sup>th</sup> day of July, 2019.

*Christine L. Kearns*  
Notary Public's Signature

- Notary Public Seal -




**SECTION IV  
TAX COMPLIANCE AFFIDAVIT**

**Kathy Esposito**

\_\_\_\_\_, being first duly sworn, deposes  
and says:

President  
that he/she is \_\_\_\_\_ of  
(partner, officer, owner, etc.)  
All Tech Energy, Inc.  
\_\_\_\_\_.  
(Contractor selected)

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

  
By: \_\_\_\_\_  
Its: President  
All Tech Energy, 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)

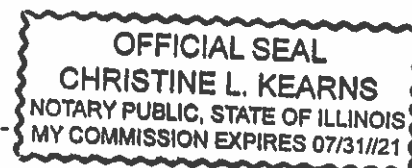
The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 30<sup>th</sup> day of July, 2019.



Notary Public's Signature  
**Reporting Requirements**

- Notary Public Seal -



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

**SECTION V**  
**ORGANIZATION OF PROPOSING FIRM**

Please fill out the applicable section:

**A. Corporation:**

All Tech Energy, Inc.

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

Kathy Esposito

President \_\_\_\_\_

Kathy Esposito

Secretary \_\_\_\_\_

Kathy Esposito

Treasurer \_\_\_\_\_

Kathy Esposito, 1000 E. State Parkway, Suite C, Schaumburg,

IL 60173

Registered Agent Name and Address: \_\_\_\_\_

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

**B. Sole Proprietor:**

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

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:**

N/A

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: N/A

\_\_\_\_\_  
Signature of Owner

SECTION VI  
BID BOND

WE All Tech Energy, Inc. - 1000 E. State Parkway, Suite C, Schaumburg, IL 60173  
as PRINCIPAL, and Merchants National Bonding, Inc. P.O. Box 14498, DES MOINES, IA 50306  
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 Bid price, as  
specified in the invitation for Bids. We bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly to pay to the VOP this sum under the conditions of this  
instrument.

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

THEREFORE if the Bid is accepted and an agreement awarded to the PRINCIPAL by the VOP  
for the above-designated section and the PRINCIPAL shall within fifteen (15) days after  
award enter into a formal agreement, furnish surety guaranteeing the faithful performance  
of the work, and furnish evidence of the required insurance coverage, all as provided in  
specifications then this obligation shall become void; otherwise it shall remain in full force  
and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal  
agreement in compliance with any requirements set forth in the preceding paragraph, then  
the VOP acting through its awarding authority shall immediately be entitled to recover the  
full penal sum set out above, together with all court costs, all attorney fees, and any other  
expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this  
instrument to be signed by their respective officers this 31st day of  
July A.D. 2019.

PRINCIPAL

All Tech Energy, Inc.

(Company Name)

\_\_\_\_\_  
(Company Name)

By: *Harry Capinet*  
(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

31st day of July, 2019.

Christine L. Kearns

Notary Public



NAME OF SURETY Merchants National Bonding, Inc.

By: Stephanie C. Anderson

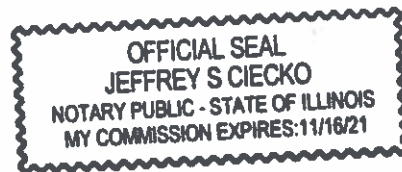
Signature of Attorney-in-Fact Stephanie C. Anderson  
Attorney-In-Fact

subscribed to and sworn before me on the

31st day of July, 2019.

Jeffrey S. Ciecko

Notary Public Jeffrey S. Ciecko



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

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

Jeffrey S Ciecko; Stephanie C Anderson; Tammy L Whicker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of December, 2018



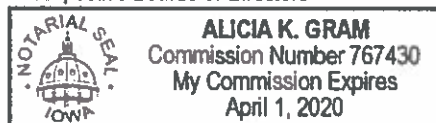
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 17th day of December 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of July 2019



*William Warner Jr.*  
Secretary

**SECTION VII  
CONTRACT BOND**



**Contract Bond**

IF AWARDED \_\_\_\_\_, 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**

Kathy Esposito

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

1. I am the (title) \_\_\_\_\_ of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing 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 agreeing 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: Kathy Esposito

All Tech Energy, Inc. 1000 E. State Pkwy, Suite C, Schaumburg, IL 60173

Name and address of Business:

847-882-0500

tbettanin@alltechenergy.com

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ 30<sup>th</sup> day of \_\_\_\_\_ July \_\_\_\_\_, 2019.

Christine L. Kearns

Notary Public

- Notary Public Seal -



<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the agreeing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing 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 agreeing business entity.

SECTION IX  
M/W/DBE STATUS AND EEO REPORT

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

All Tech Energy, Inc.

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

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

3. What is the size of the firm's current stable work force?
- 19                      Number of full-time employees
- 1                        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: Kathy Cappiello  
7-30-19

Date: \_\_\_\_\_



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

**MAR 14 2019**

Kathleen Esposito  
All Tech Energy, Inc.  
1000 East State Parkway, Suite C  
Schaumburg, IL 60173

Dear Ms. Esposito:

We are pleased to inform you that **all Tech Energy, Inc.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This WBE certification is valid until **02/15/2024**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **02/15/2020, 02/15/2021, 02/15/2022, and 02/15/2023**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on **02/15/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five-year anniversary date. Therefore, you must file for recertification by **12/15/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**238210 – Electrical Contractors and Other Wiring Installation Contractors**

**541690 – Energy consulting Services**

Your firm's participation on City contracts will be credited only toward WBE goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews  
Chief Procurement Officer

SEA/sI



## EEO Report

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

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

Contractor Name All Tech Energy, Inc.  
Total Employees 20

Job Category	Total # of Empl.	Total Males	Total Females	Black	Hispanic	Males			Females				Total Minorities
						American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers	3		3										
Professionals													
Technicians													
Sales Workers	2	1	1										
Office & Clerical	4	2	2									1	1
Semi-Skilled Laborers													
Service Workers	10	9	1		4								4
Management Trainees													
Apprentices	1	1											

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

Kathy Esposito

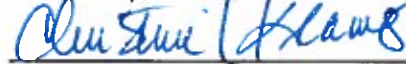
\_\_\_\_\_, being first duly sworn, deposes and says that he/she is  
the President

(Name of Person Making Affidavit)

(Title or Officer)

of All Tech Energy, Inc. and that the above EEO Report information is true and accurate and is submitted with the intent that it

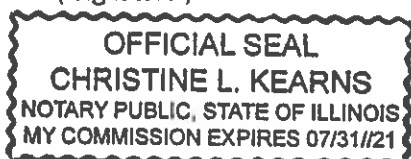
be relied upon. Subscribed and sworn to before me this 30<sup>th</sup> day of July, 2019.



7-30-19

( Signature )

( Date )



**SECTION X**  
**NO BID EXPLANATION**

**#19-139 VIADUCT LED LIGHTING PROJECT**

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 Bid.

Thank you.

Bid Name:     Project No. 19-139 Viaduct LED Lighting Project

**Village of Oak Park**

Comments:

N/A

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

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