



REQUEST FOR PROPOSALS (RFP)

19-P787: 2019 Parking Lot Improvements

<u>Issued</u> September 30, 2019 <u>Due</u> October 9, 2019

The Village of Oak Park ("the Village") is requesting qualifications to identify contractors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before October 9, 2019 at 2:00 PM to:

Village of Oak Park
Parking and Mobility Services
Attn: RFP Solicitation Number 19-P787:
2019 Parking Lot Improvements
123 Madison Street
Oak Park, IL 60302

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Section I. General Requirements

A. Introduction and Mandatory Terms

The Village requests the services of a qualified contractor for the purpose of improvements on Village owned and operated parking lots, sidewalks, and landscaping located in the Village of Oak Park. The work consists of milling and resurfacing of parking lots, paint pavement marking, combination curb and gutter removal, combination curb and gutter installation, sidewalk removal, sidewalk installation, and drainage structure repair. Please fill out the appropriate form(s) for all sections being submitted for consideration.

The Village will receive responses Monday through Friday, 8:30 A.M. to 5:00 P.M. at Parking and Mobility Services, Village of Oak Park, 123 Madison Street, Oak Park, Illinois, 60302. Each service provider shall provide one (1) hard copy of their response in a sealed envelope titled "RFP#19-P787 2019 Parking Lot Improvements" and one (1) USB drive containing their response.

Submissions will be accepted in person until 2 pm, on October 9, 2019. Submissions received after the submittal time may be rejected.

All additional questions must be submitted via email to <u>jyoukhana@oak-park.us</u> no later than October 4, 2019.

Responses will be reviewed and evaluated, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval.

Other inquiries regarding this RFP shall be directed to: John Youkhana, Division Manager, Parking and Mobility Services at jyoukhana@oak-park.us.

B. Presentation of Request for Qualifications

The Village reserves the right to select a short list of service providers at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

C. Service Provider Notification

Service providers will be notified in writing of further questions and/or decisions.

D. Award of Agreement

An agreement or equivalent agreement may be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award.

Any agreement with a selected contractor or contractors must be reviewed and approved by the Village Attorney, may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Contractors are advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

E. Taxes Not Applicable

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

F. Interpretation of the Request for Proposal Document

Any service provider in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Service Provider or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be posted on the Village's Website and DemandStar.com. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the service providers' responsibility to obtain all addenda issued.

G. Competency of Service Provider

No submission will be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or agreement. The Service Provider, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

H. Subletting of Contract

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the bidder selected from their obligations or change the terms of the contract.

I. Village Ordinances

The Service Provider will strictly comply with all Ordinances and codes of the Village of Oak Park and laws of the State of Illinois.

J. Reserved

K. Reserved

L. Termination for Non-appropriation of Funds

The Village reserves the right to terminate any multi-year agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village's appropriation for this purpose.

M. Service Provider Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the Service Provider to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the agreement.

N. Confidentiality

The Service Provider shall keep the Village's employee and all related data confidential.

O. Insurance Requirements

The selected Service Provider must purchase and maintain for the length of the agreement, the lines of insurance described in this section. All insurance coverage shall be on an occurrence basis. The Service Provider shall provide evidence of such insurance to the Village together with its proposal, and will provide evidence that the Village has been added as a named insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of Insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after forty-five (45) days advance written notice to the Village. The Service Provider shall secure the following endorsements to each of the required policies: "It is understood and agreed that the insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Oak Park. "In the event that such notice is not given to the Village of Oak Park at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred." 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 Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

(b) Workers' Compensation:

i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform work pursuant to the agreement, and in case work is subcontracted, the Service Provider shall require each subcontractor similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker's compensation insurance, the Proposer 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. Coverage to 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 \$2,000,000.00

(e) The Village, its officers, officials, employees and agents shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation and Professional Liability. The Service Provider 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, officials, employees and agents.

The Service Provider understands and agrees that any insurance protection required by the agreement or otherwise provided by the Service Provider shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees and agents as herein provided.

P. Hold Harmless and Indemnity

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Service Provider shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, and agents harmless from and

against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Service Provider, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the Service Provider or its employees, agents, servants, associates, contractors, subcontractors, or assignees.

Q. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Operator or Operators ("Operator"):

Proposals due to Parking and Mobility Services Division	Oct. 9, 2019
Proposals reviewed	Oct. 10, 2019
Board Approval	Oct. 21, 2019
Service start date	Oct. 22, 2019

R. References

Respondents shall furnish a minimum of four (4) references from similar projects that they have performed this work within the last two (2) years.

RESPONDENT REFERENCES

Respondent Name:		•
Name	Address	Contact Person & Phone #
1		
2		
3		
4		
State the number of vears i	n this business .	

S. Use of Village of Oak Park Logo

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

Section II. <u>2019 Parking Lot Improvements</u> DETAILED SPECIFICATIONS AND PROPOSAL FORM

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2019 included herein which apply to and govern the 2019 Parking Lot Improvements. In case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT

The purpose of this contract is for improvements on Village owned or operated parking lots and sidewalks located in the Village of Oak Park. The work consists of milling and resurfacing of parking lots, striping, combination curb and gutter removal, combination curb and gutter installation, sidewalk removal, sidewalk installation, and drainage structure repair.

See attached Exhibits for locations of the subject parking lots included in this program.

SAW CUTS

All saw cuts performed during the removal processes will not be paid for separately but shall be included in the cost of the removal item adjacent to the saw cut. This includes saw cuts to establish butt joints where resurfaced areas are adjacent to existing pavement to remain.

COMBINATION CURB AND GUTTER REMOVAL

<u>Description.</u> This work shall consist of the complete removal of combination curb and gutter. All work will be in accordance with Section 440 of the Standard Specifications.

Method of Measurement. COMBINATION CURB AND GUTTER REMOVAL will be measured for payment in feet, measured along the face of the curb.

<u>Basis of Payment.</u> This work will be paid at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL.

COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (DOWELLED)

<u>Description.</u> This work shall consist of the constructing combination curb and gutter (dowelled). All work will be in accordance with the applicable portions of Section 606 of the Standard Specifications and per Standard Drawing B.L.R 28 included in the plans.

Method of Measurement. COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (DOWELLED) will be measured for payment in feet, measured along the face of the curb.

<u>Basis of Payment.</u> This work will be paid at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (DOWELLED).

THERMOPLASTIC PAVEMENT MARKING – LINE 4"

<u>Description.</u> This work shall consist of furnishing and applying thermoplastic pavement marking. All work will be in accordance with applicable portions of Section 780 and Article 1095.01 of the Standard Specifications, except application will be allowable when the pavement temperature is below 55 degrees and after November 1st.

Contractor shall document and alert the Engineer to areas that are applied when pavement temperature is below 55 degrees or after November 1st. Areas with no documented variance shall be covered by the standard warranty.

Method of Measurement. THERMOPLASTIC PAVEMENT MARKING – LINE 4" will be measured for payment in feet.

<u>Basis of Payment.</u> This work will be paid at the contract unit price per foot for THERMOPLASTIC PAVEMENT MARKING – LINE 4".

HOT-MIX ASPHALT SURFACE REMOVAL, 4"

<u>Description.</u> This work shall consist of the complete removal of hot-mix asphalt surface. All work will be in accordance with the applicable portions of Section 440 of the Standard Specifications.

Method of Measurement. HOT-MIX ASPHALT SURFACE REMOVAL, 4" will be measured for payment in square yards.

<u>Basis of Payment.</u> This work will be paid at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, 4".

HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50

<u>Description.</u> This work shall consist of constructing hot-mix asphalt surface course on a prepared base. All work will be in accordance with the applicable portions of Section 406 of the Standard Specifications, and constructed to the depth shown on the plans.

Method of Measurement. HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 will be measured for payment in tons per the requirements detailed in Article 406.13(b).

<u>Basis of Payment.</u> This work will be paid at the contract unit price per ton for HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50.

HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50

<u>Description.</u> This work shall consist of constructing hot-mix asphalt binder course on a prepared base. All work will be in accordance with the applicable portions of Section 406 of the Standard Specifications, and constructed to the depth shown on the plans.

Method of Measurement. HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 will be measured for payment in tons per the requirements detailed in Article 406.13(b).

<u>Basis of Payment.</u> This work will be paid at the contract unit price per ton for HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50.

DRAINAGE STRUCTURE REPAIR (CONCRETE)

<u>Description.</u> This work shall consist of performing repairs of existing drainage structure at a location shown on the plans.

<u>Construction Requirements.</u> This work shall consist of the saw cut and removal of the adjacent curb and gutter or any pavement as shown in the detail, removal of the frame, replacing adjusting rings, mortaring the structure and reinstalling the frame, install aggregate backfill of IDOT gradation CAO7 for all areas disturbed by the work and constructing new curb and gutter and pavement as noted in the plans and detail for each location. The drainage structure shall be adjusted to the existing elevation, or as directed by the engineer. The work shall be accordance with the applicable portions of Section 603 of the Standard Specifications and per Drainage Repair Detail #2 in the plans.

Method of Measurement. DRAINAGE STRUCTURE REPAIR (CONCRETE) will be measured for payment per each location noted on the plans.

<u>Basis of Payment.</u> This work will be paid at the contract unit price per each for DRAINAGE STRUCTURE REPAIR (CONCRETE) of the type specified, which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on the drawings.

DRAINAGE STRUCTURE REPAIR (HMA)

<u>Description</u>. This work shall consist of performing repairs of existing drainage structure at a location shown on the plans.

<u>Construction Requirements.</u> This work shall consist of the saw cut and removal of the adjacent pavement as shown in the detail, removal of the frame, replacing adjusting rings, mortaring the structure and reinstalling the frame, install aggregate backfill of IDOT gradation CAO7 for all areas disturbed by the work and installing the new pavement as

noted in the plans and detail for each location. The drainage structure shall be adjusted to the existing elevation, or as directed by the engineer. The work shall be accordance with the applicable portions of Section 603 of the Standard Specifications and per Drainage Repair Detail #1 in the plans.

Method of Measurement. DRAINAGE STRUCTURE REPAIR (HMA) will be measured for payment per each location noted on the plans.

<u>Basis of Payment</u>. This work will be paid at the contract unit price per each for DRAINAGE STRUCTURE REPAIR (HMA) of the type specified, which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on the drawings.

SIDEWALK REMOVAL

<u>Description.</u> This work shall consist of the existing sidewalk. All work will be in accordance with the applicable portions of Section 440 of the Standard Specifications.

Method of Measurement. SIDEWALK REMOVAL will be measured for payment in square feet.

<u>Basis of Payment.</u> This work will be paid at the contract unit price per square foot for SIDEWALK REMOVAL.

PCC SIDEWALK, 5"

<u>Description.</u> This work shall consist of removing and disposing of existing vegetation and excavating to install Aggregate Base Course Ty B, 4" and PCC Sidewalk, 5" at locations shown on the plans.

<u>Construction Requirements.</u> This work shall consist of the removal and disposal of the existing vegetation and soil to a minimum depth of 9" to install Aggregate Base Course Ty B, 4" and PCC Sidewalk, 5" with expansion joint material agents existing buildings. The grading of the proposed sidewalk shall have a minimum pitch of 2% way from any building or at elevations as directed by the engineer.

The removal of existing vegetation shall be in accordance with the applicable portions of Section 201 of the Standard Specifications. Excavation shall be in accordance with Section 202 of the Standard Specifications. The installation of Aggregate Base Course shall be in accordance with the applicable portions of Section 351 of the Standard Specifications. The installation of PPC sidewalk shall be in accordance with the applicable portions of Section 424 of the Standard Specifications.

<u>Method of Measurement.</u> PCC SIDEWALK, 5" will be measured for payment per square foot. Clearing of existing vegetation, soil excavation, and aggregate base course will not be measured separately.

<u>Basis of Payment.</u> This work will be paid at the contract unit price per square foot for PCC SIDEWALK, 5", which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on the drawings. Clearing of existing vegetation, soil excavation, and aggregate base course are included in the cost or this item.

PCC PAVEMENT, 6"

<u>Description.</u> This work shall consist of removing and disposing of existing pavement and excavating to install Aggregate Base Course Ty B, 6" and PCC Pavement, 6" at locations shown on the plans.

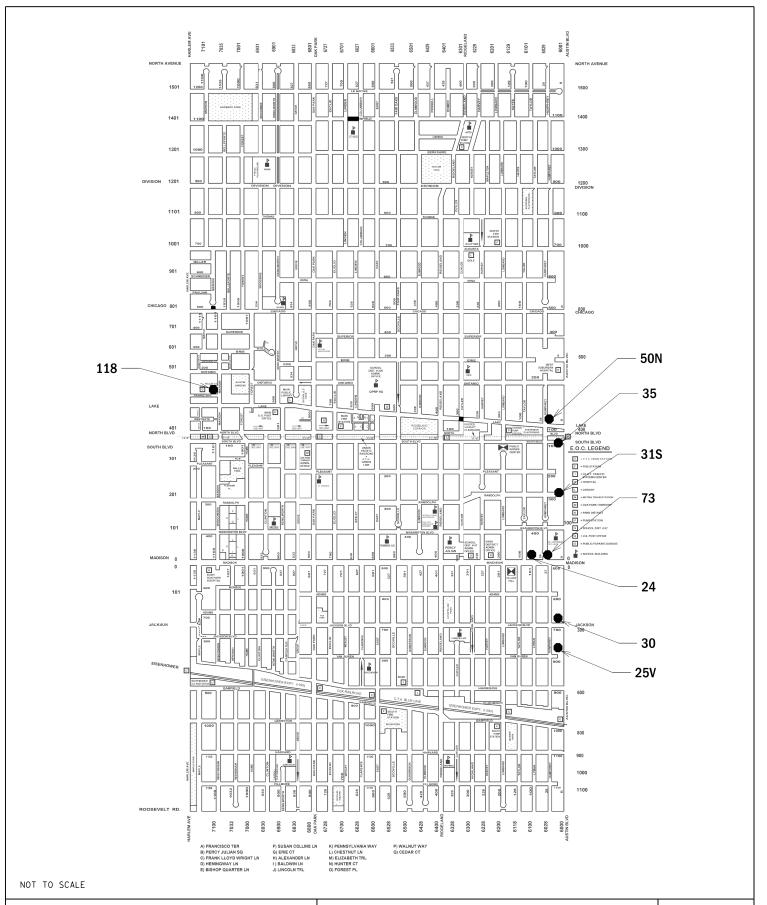
<u>Construction Requirements</u>. This work shall consist of the removal and disposal of the existing pavement and soil to a minimum depth of 12" to install Aggregate Base Course Ty B, 6" and PCC Pavement, 6". The grading of the PCC Pavement shall match the existing elevations or elevations as directed by the engineer. Contractor is to remove the existing bike rack and bollards and reinstall them once the PCC pavement has been installed. Any damage to the bike rack and bollards that result from construction operations shall be repaired by the Contractor at no cost to the contract.

Removal of the existing surface shall be in accordance with the applicable portions of Section 440 of the Standard Specifications. Excavation shall be in accordance with Section 202 of the Standard Specifications. The installation of Aggregate Base Course shall be in accordance with the applicable portions of Section 351 of the Standard Specifications. The installation of PPC pavement shall be in accordance with the applicable portions of Section 420 of the Standard Specifications.

<u>Method of Measurement.</u> PCC Pavement, 6" will be measured for payment per square foot. Removal of the existing pavement, soil excavation, and aggregate base course will not be measured separately.

<u>Basis of Payment.</u> This work will be paid at the contract unit price per square foot for PCC PAVEMENT, 6", which price shall be payment in full for all labor, materials, and equipment necessary to complete the work described above and as indicated on the drawings. Removal of the existing pavement, soil excavation, aggregate base course, and relocation of bike racks and bollards are included in the cost of this item.

EXHIBIT



2019 PARKING LOT IMPROVEMENTS

PARKING LOT LOCATIONS



OAK PARK ILLINOIS

2019 PARKING LOT IMPROVEMENTS PROPOSAL FORM

Proposal of		

for the 2019 Parking Lot Improvements as noted herein and the performance of all appurtenant work thereto.

- 1. The plans for the proposed work are those prepared by the V3 Companies, 7325 Janes Ave., Woodridge, Illinois on September 26, 2019
- The specifications referred to herein are those prepared by the Department of Transportation and designated as 2016 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" there to, the "Manual of Test Procedures for Materials", and the "Manual for Uniform Traffic Control Devices", adopted and in effect on the date of invitation of bids.
- 3. The undersigned agrees to substantially complete all work by November 20, 2019 unless additional time is granted in accordance with the specifications.
- 4. Accompanying this proposal is either a bid bond on the Village Bond form or a proposal guaranty check, complying with the specifications, made payable to the Village of Oak Park. The amount of the check is ______ (\$
- 5. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the awarding authority.
- 6. Each pay item should have a unit price and a total price.
- 7. The unit price shall govern if no total price is shown or if there is a discrepancy between the results of unit price multiplied by the quantity.
- 8. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 9 A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 10. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bidrigging or bid-rotating.

11. This contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in an public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works". (see Special Provision for details).

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

12. Proposal Gratuity Check:

Attach Cashier's Check or Certified Check Here

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

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

SCHEDULE OF PRICES

For complete information covering these items, see Special Provisions. Return completed schedule with the bid.

ltems	Unit	Quantity	Unit Price	Total Cost
COMBINATION CURB AND GUTTER REMOVAL	FOOT	146		
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (DOWELLED)	FOOT	146		
THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1584		
HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	3004		
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	336		
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	336		
DRAINAGE STRUCTURE REPAIR (CONCRETE)	EACH	2		
DRAINAGE STRUCTURE REPAIR (HMA)	EACH	2		
SIDEWALK REMOVAL	SQ FT	122		
PCC SIDEWALK, 5"	SQ FT	1073		
PCC PAVEMENT, 6"	SQ FT	251		

Base Bid Total

Section III. Proposal Evaluation

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

A. Responsiveness to RFP

The Village will consider all the material submitted to determine whether the Service Provider's offering is in compliance with this RFP.

B. Ability to Perform Current and Projected Required Services

The Village will consider all the material submitted by each service provider, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing agreements of this type.

C. Experience and Relevant Knowledge

The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.

D. Financial Stability

The Village may conduct analysis to examine the respondent's creditworthiness, including capital adequacy, asset quality, management, earnings, liquidity, and sensitivity to interest rate or market risk. This will be assessed by internal staff and/or external rating services.

E. References

The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.

F. Cost Proposal

The Village will evaluate aggregate services based on the overall cost effective approach to providing the services requested in this RFP.

G. Optional Interviews and/or Site Visits

The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.



Attachment I.

RESPONDENT CERTIFICATION

	, as part of its bid on a contract for
(name of Respor	ndent)
Respondent is not barred froviolation to either Section 33E-	ents to the Village of Oak Park, hereby certifies that said m bidding on the aforementioned contract as a result of a -3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised he Oak Park Village Code relating to "Bidding Requirements".
Ву	(Authorized Agent of Respondent)
Subscribed and sworn to before me this day of, 2019.	
(Notary Public)	



	, being first duly s	worn, aeposes
and says:		
that he/she is		of
	(partner, officer, owner, etc.)	
	(bidder selected)	
barred from entering int delinquency in the payment individual or entity is co appropriate revenue act, I making the proposal or delinquency in taxes is a	aking the foregoing proposal or proposal certifies that of an agreement with the Village of Oak Park bent of any tax administered by the Department of Reventesting, in accordance with the procedures estaliability for the tax or the amount of the tax. The indiproposal understands that making a false stater Class A Misdemeanor and, in addition, voids the accordance all amounts paid to the individual or en	ecause of any enue unless the blished by the ividual or entity ment regarding agreement and
	By: Its:	
	(name of bidder if the bidder is an individual) (name of partner if the bidder is a partnership) (name of officer if the bidder is a corporation)	
The above statement mus	t be subscribed and sworn to before a notary public.	
Subscribed and sworn to b	pefore me this day of	, 2019.
Notary Public's Signature	 - Notary Public Seal -	

Minority Business and Women Business Enterprises Requirements

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

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the 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.



Attachment III.

ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:		
The Contractor is a corporation, legally named organized and existing in good standing under the full names of its Officers are:	e laws of the State of	and is The
President		
Secretary		
Treasurer		
Registered Agent Name and Address:		
The corporation has a corporate seal. (In the evother than the President, attach hereto a certified or other authorization by the Corporation that pern corporation.)	copy of that section of Corpor	rate By-Laws
B. Sole Proprietor: The Contractor is a Sole Proprietor. If the Contract Name, the	or does business under an As	sumed
Assumed Name isCook County Clerk. The Contractor is otherwise in Name Act, 805 ILCS 405/0.01, et. seq.	, which is registe compliance with the Assumed	ered with the Business
C. Partnership: The Contractor is a Partnership which operates und	der the name	
The following are the names, addresses and signat	tures of all partners:	
Signature	Signature	
(Attach additional sheets if necessary.) If so, check	k 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
description of	f the affiliation:
Signat	ture of Owner



Attachment IV. Compliance Affidavit

Ι, _		being first duly sworn on oath depose and state as follows:
	(Print Name)	
1.	· ,	of the Proposing Firm ("Firm") and am ements contained in this affidavit on behalf of the Firm.

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

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

Signature:		Printed Name	
Name of Busine	ss:	Your Title:	
Business Addres	SS:		
	(Number, Street, Suite #)	(City, State & Zip)	
Telephone <u>:</u>	Fax:	Web Address:	
Subscribed to a	nd sworn before me this	day of	, 2019
Not	ary Public		

M/W/DBE STATUS AND EEO REPORT

1.	Contra	actor 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.)
failure disqual	to coo ificatior	pond truthfully to any questions on this form, failure to complete the form of perate fully with further inquiry by the Village of Oak Park will result in of this Bid. For assistance in completing this form, contact the Department of t 708-358-5700. 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
	[Subm	nit 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.	agreei notice	r information will be <u>requested of all subcontractors working on this ment</u> . Forms will be furnished to the lowest responsible Contractor with the of agreement award, and these forms must be completed and submitted to lage before the execution of the agreement by the Village.
Signat	ture:	
Date:		

				ш	EEO REPORT							
Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.	Failure to resp An incomplete	ond truthfu form will d	lly to any qu isqualify you	lestions (ur Bid. Fo	on this form r assistance	, or failure tc e in completi	cooperate	fully with n, contac	n further inc t the Purch	luiry by the V asing Depart	illage of Oak nent at 708	. Park will -358-
An EEO-1 Report may be submitted in lieu of this report	in lieu of this r	eport										
Vendor Name												
lotal Elliployees					Σ	Males			Fer	Females		
Job Categories	Total Employees	Total Males	Total Females	ВІаск	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	ВІаск	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Total Minorities
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												
This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.	t must accomp	any your B	d. It should	be attac	hed to your	Affidavit of C	compliance	. Failure	o include it	with your Bio	y will be disc	qualify you
	. being fi	being first dulv sworn. d	orn, depose	s and sa	eposes and savs that he/she is the	he is the						
(Name of Person Making Affidavit)	Ì							(Title or Officer))fficer)			
of	and tha	and that the above EEO		t informa	ition is true	and accurate	e and is suk	omitted w	ith the inte	Report information is true and accurate and is submitted with the intent that it be relied upon.	elied upon.	
Subscribed and sworn to before me this	this	day of			, 2019.	œ.						
(Signature)			(Date)									



Attachment V.

No Proposal Explanation

If your firm does not wish to submit a proposal, please provide us with Attachment V and include in the space below any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Proposal No: RFP #19-P787

Project Name: 2019 Parking Lot Improvements

Comments:



Attachment VI. AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Contract" or "Agreement") 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"), an corporation/limited liability company authorized to conduct business in the State of Illinois (hereinafter the "Contractor").
WHEREAS, Contractor submitted a Proposal dated, attached hereto and incorporated herein by reference (hereinafter referred to as the "Proposal"), to provide services pursuant to the Village's Request for Proposals dated May 15, 2019 (hereinafter to as the "Project"), 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 Project and the work required hereunder (hereinafter referred to as the "Work"); and
WHEREAS, it is the intent of the Village and Contractor that the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.
NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:
1. RECITALS INCORPORATED
The above recitals are incorporated herein as though fully set forth.
2. SCOPE OF WORK
The Contractor shall perform the Project in accordance with its Proposal ("Contract Price") in an amount not to exceed \$ The Contractor shall complete the Project in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Bids, the Contractor's Bid and this Contract, all of which together shall constitute the Contract Documents. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The

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

The Contractor shall achieve completion of all work required pursuant to the Contract Documents, ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Project on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

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 Contract. 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 Public Works Director 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 Public Works Director.

4. TERM OF CONTRACT

The Village and Contractor shall agree upon the completion date for the rebuilding and reconfiguring the vehicle prior to commencing work.

5. PAYMENT SCHEDULE

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

Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

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

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

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

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

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

8. INDEMNIFICATION

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

9. INSURANCE

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

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

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

(A) Commercial General Liability:

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

ii. Limits:

 General Aggregate
 \$ 2,000,000.00

 Each Occurrence
 \$ 1,000,000.00

 Personal Injury
 \$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Worker's Compensation:

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

(C) Comprehensive Automobile Liability:

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

ii. Limits:

Combined Single Limit \$1,000,000.00

(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, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

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

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

11. AFFIDAVIT OR CERTIFICATE

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

12. NOTICES

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

13. AUTHORITY TO EXECUTE

To the Village:	To the Contractor:
Village Manager	
Village of Oak Park	
123 Madison St.	
Oak Park, Illinois 60302	
Fmail: villagemanager@oak-park.us	Fmail:

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

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

14. EFFECTIVE DATE

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

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

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

16. INDEPENDENT CONTRACTOR

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

17. 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.

18. 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.

19. 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.

20. CONFLICT

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

21. 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.

22. COOPERATION OF THE PARTIES

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

23. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to 100% of the full amount of the Contract Price as security for the faithful performance of its obligations pursuant

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

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

25. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. ("Act") as applicable. Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance

with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

26. CERTIFIED PAYROLL

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

27. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 III. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement

may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

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

VILLAGE OF OAK PARK		[full name of Contractor - capitalized]	
,	Cara Pavlicek Village Manager	By: Its:	
Date:	, 2019	Date:	, 2019
ATTE	ST	ATTEST	
By:		By: Its:	
Date:	, 2019	Date:	, 2019

SHEET # SHEET

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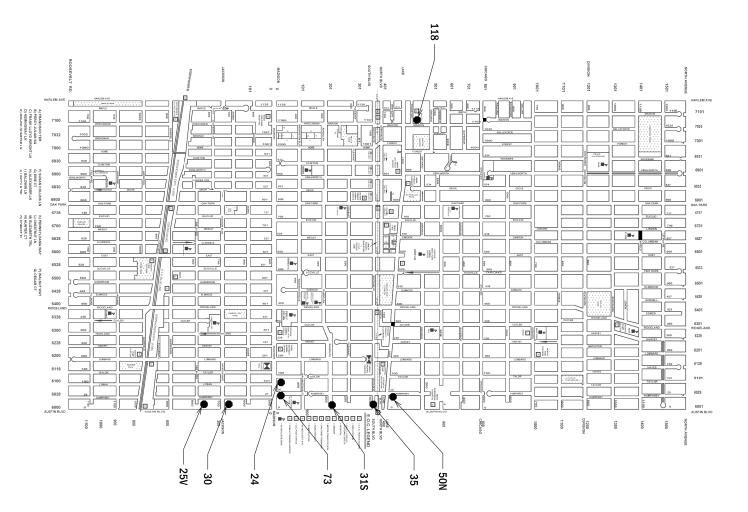
TITLE
SUMMARY OF QUANTITIS
GENERAL NOTES & DETAILS
PARKING LOT PLANS

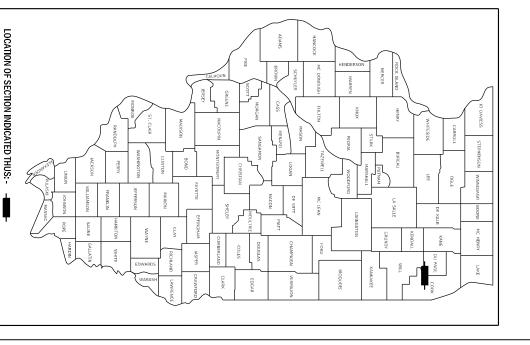
VILLAGE OF OAK PARK 19-P787

SECTION

COUNTY

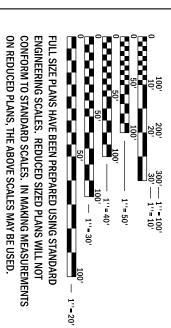
2019 PARKING LOT IMPROVEMENTS











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ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION

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JOINT UTILITY LOCATION INFORMATION FOR EXC 1-800-892-0123 OR 811

	73 Companies 7325 Janes Avenue 7325 Janes Avenue Woodridge, IL 60517 830.724.9200 phone 830.724.9202 fax www.v3co.com			
				Companies
	PLOT DATE = 9/30/2019	PLOT SCALE = 20.0000 ' / in.		USER NAME = lyanisch
	DATE - 9/29/19	CHECKED - JDH	DRAWN - LRY	DESIGNED - JDH
	REVISED -	REVISED -	REVISED -	REVISED -
	REVISED -	REVISED -	REVISED -	REVISED -
	OAK PARK			
		IMPROVEMENTS	2019 PARKING LOT	
	ILLINOIS S			
	SCALE:			
	SHEET		s	
	OF S		JUMMARY 0	
	SHEETS STA.		F QUANTITIES	
	TO STA.			
	PROJECT NO. 18390	DD0 1100 40000	14 2	COUNTY SHEET NO

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> PCC PAVEMENT, 6" PCC SIDEWALK, 5" SIDEWALK REMOVAL DRAINAGE STRUCTURE REPAIR (HMA) DRAINAGE STRUCTURE REPAIR (CONCRETE) HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 HOT-MIX ASPHALT SURFACE REMOVAL, 4" THERMOPLASTIC PAVEMENT MARKING - LINE 4" TYPE B-6.12 (DOWELLED) COMBINATION CONCRETE CURB AND GUTTER, COMBINATION CURB AND GUTTER REMOVAL **PAY ITEM** FOOT FOOT FOOT SQ FT SQ FT SQ YD SQ FT **EACH EACH** NOT TINU NOT 24 \vdash 59.0 59.0 527 288 122 122 10 10 30 \vdash 105.8 105.8 944 414 251 35 \vdash 23.3 23.3 208 176 106 106 73 # TOJ 61.8 61.8 552 356 25V \vdash 78.5 78.5 **31S** 701 290 50N 8.0 8.0 30 30 72 60 951 118 Total 3004 1073 1584 251 122 336 336 146 146 2 2

GENERAL NOTES

- BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL "JULIE" AND THE CITY OF LOCKPORT FOR FIELD LOCATIONS OF BURIED UTILITIES 48 HOURS IN ADVANCE OF WORK.
- 5 THE CONTRACTOR WILL NOT BE PERMITTED TO SET UP A YARD OR FIELD OFFICE ON STATE OR VILLAGE PROPERTY WITHOUT PRIOR WRITTEN PERMISSION OF THE VILLAGE.
- Ŋ CONTRACTOR TO COORDINATE WITH THE VILLAGE OF OAK PARK PARKING AND MOBILITY SERVICES AND THE RE TO SCHEDULE PARKING LOT CLOSURES TO PERFORM THE WORK OUTLINED IN THIS PLAN SET. CONTRACTOR WILL NOT BE ALLOWED TO START WITHOUT A WORK SCHEDULE AND SEQUENCE FOR PROPOSED WORK.
- 4 CONTRACTOR TO SUBMIT CUT SHEETS AND MATERIAL SUBMITS FOR APPROVAL BEFORE ANY WORK CAN START.
- ភ CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE BARRICADES, SIGNAGE AND MAINTENANCE OF TRAFFIC TO SAFELY CLOSE THE LOT TO PERFORM THE WORK.
- 9 EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS WHICH ARE HEREBY MADE A PART HEREOF:
- ٥ "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS," AS PREPARED BY IDOT, LATEST EDITION.

- ō "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS," AS PREPARED BY IDOT, LATEST EDITION.
- <u>с</u> THE LATEST EDITIONS OF THE MUNICIPAL CODE AND STANDARDS OF THE VILLAGE/CITY OF <PROJECT-BASED>.
- ٩ THE ILLINOIS ACCESSIBILITY CODE.
- Φ "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION.

REMOVALS AND PAVING NOTES

- NO HOLES ARE TO BE LEFT OPEN IN THE PAVEMENT OR PARKWAY OVER A HOLIDAY, WEEKEND OR AFTER 3:00 P.M. ON THE DAY PRECEDING A HOLIDAY OR A WEEKEND.
- ALL EXISTING PAVEMENT OR CONCRETE CURB AND GUTTER TO BE REMOVED SHALL BE SAWCUT ALONG LIMITS OF PROPOSED REMOVAL BEFORE COMMENCEMENT OF PAVEMENT REMOVAL. THE COST OF THE SAW CUT SHALL BE INCLUDED IN THE COST OF ITEM BEING REMOVED.

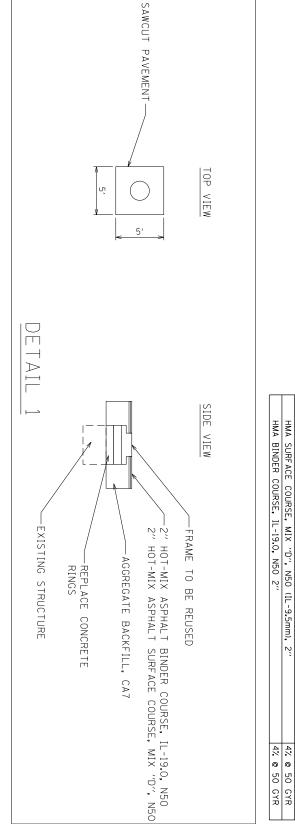
PARKING

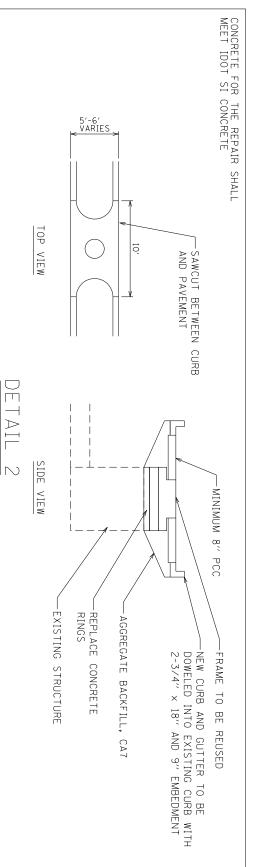
LOT PAVEMENT

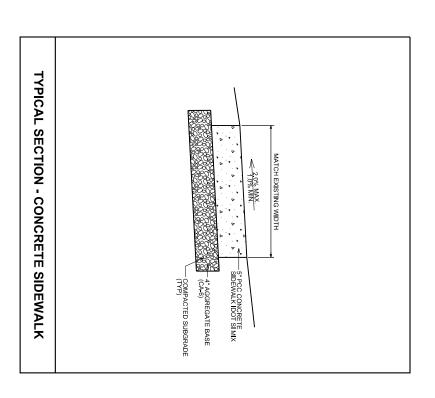
HOT-MIX ASPHALT REQUIREMENTS
MIXTURE TYPE

VOIDS

?





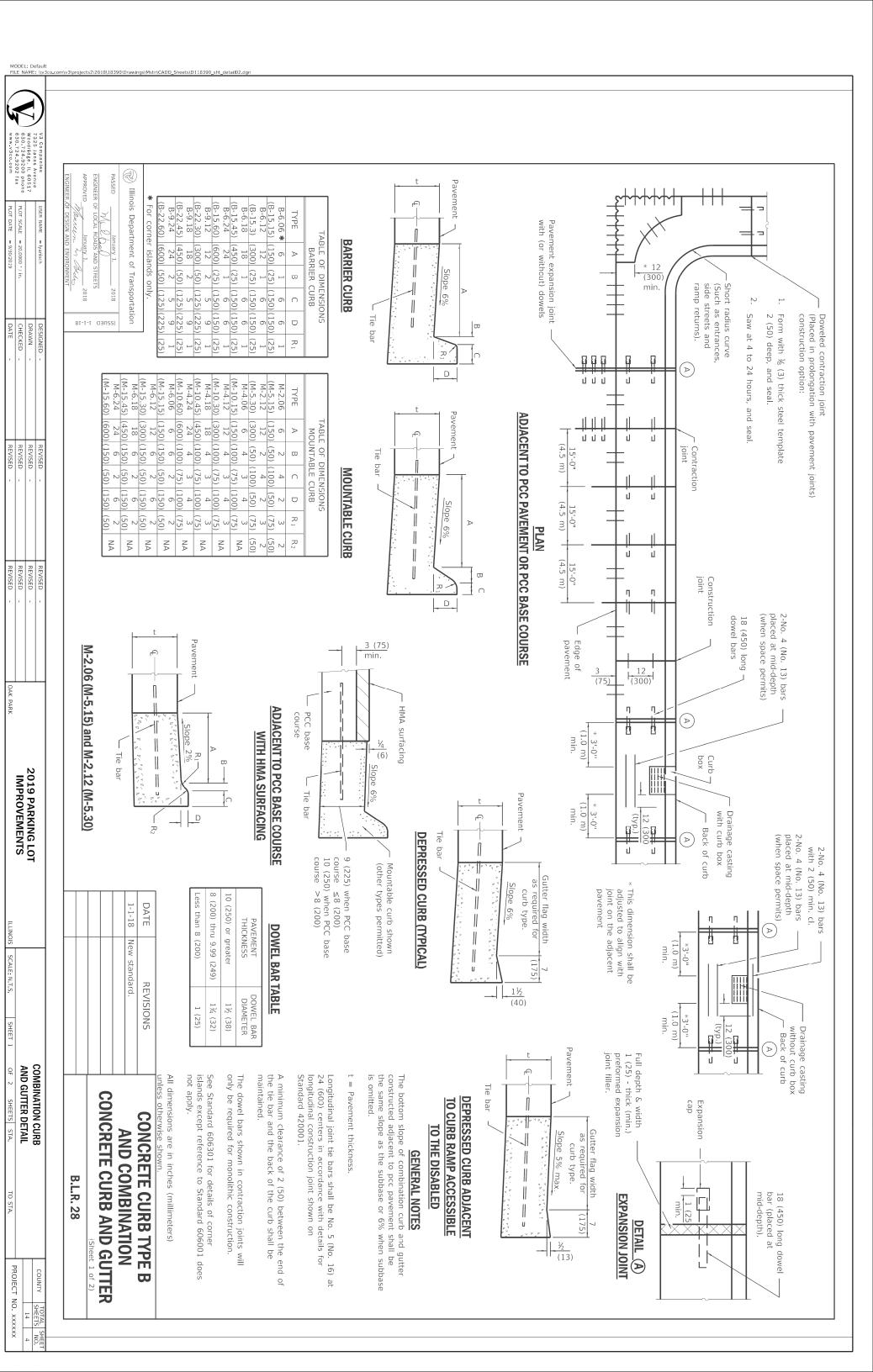


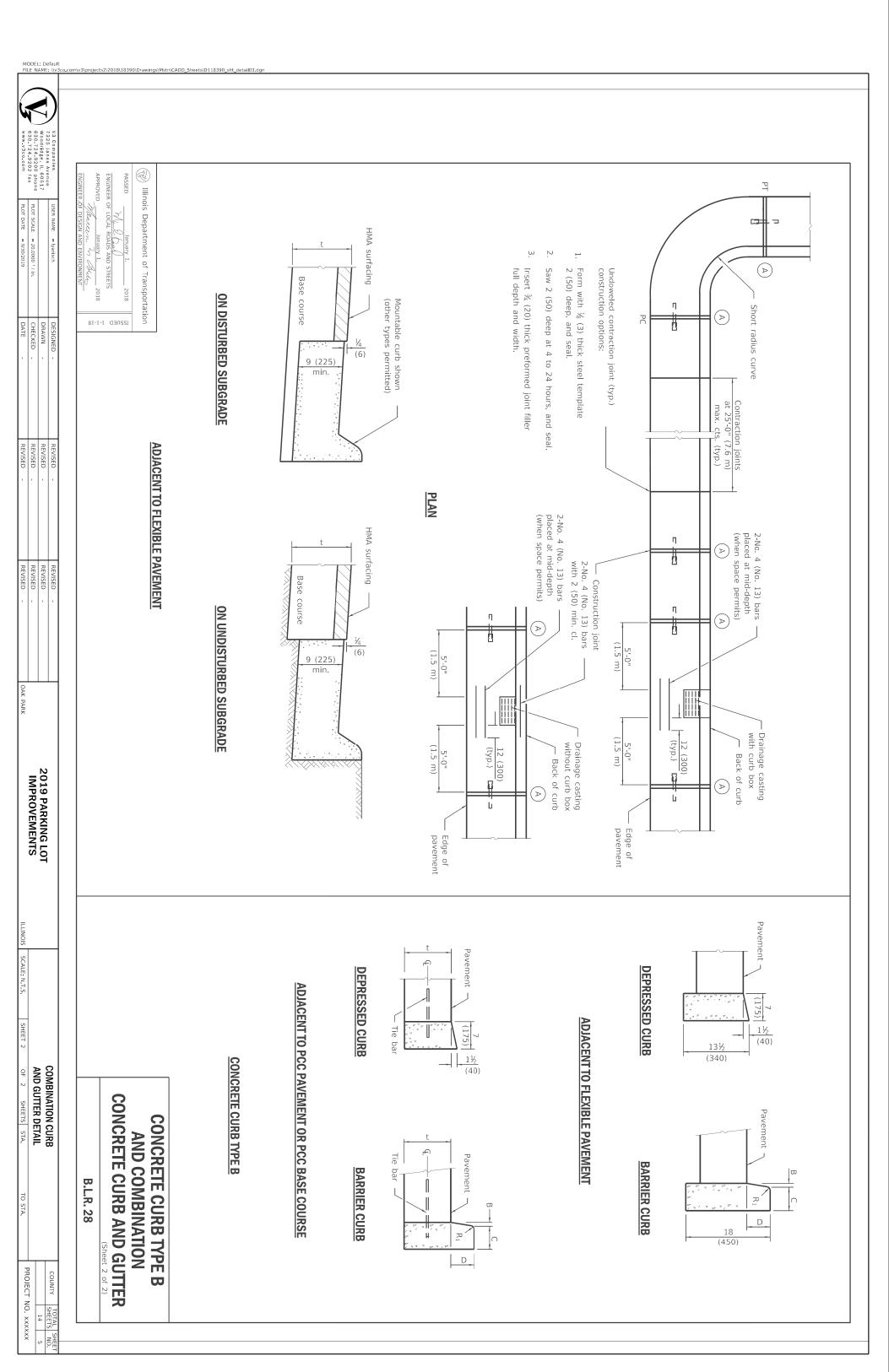
MODEL: Default

www.v3co.com	630 724 9200 phone 630 724 9202 fax	Woodridge, IL 60517	V3 Companies
PLOT DATE = 9/30/2019	PLOT SCALE = 20.0000 / in.		USER NAME = lyanisch
DATE -	CHECKED -	DRAWN -	DESIGNED -
REVISED -	REVISED -	REVISED -	REVISED -
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OAK PARK	IMPROVEMENTS	2019 PARKING LOT	
ILLINOIS S			
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PROJECT NO. xxxxx

COUNTY



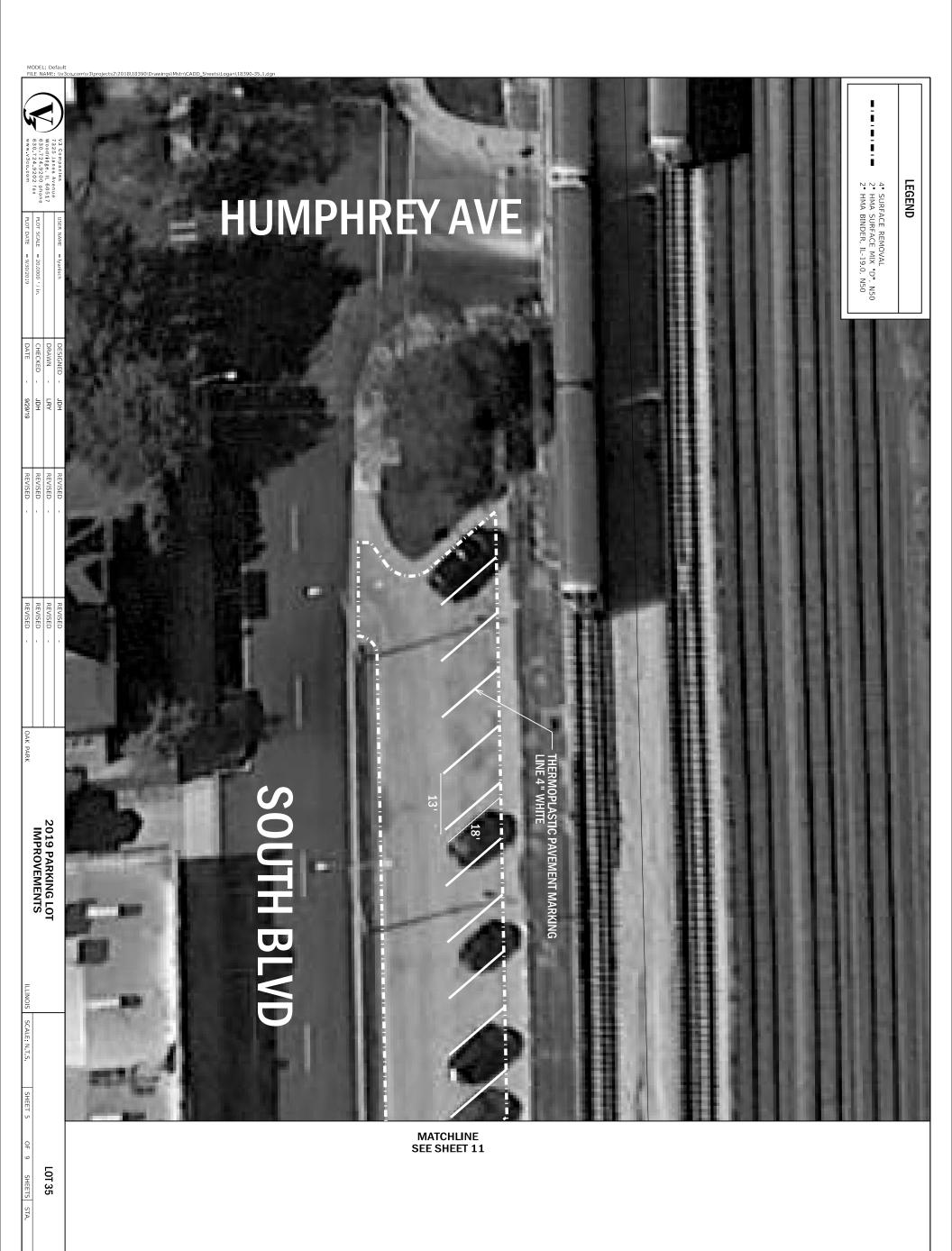












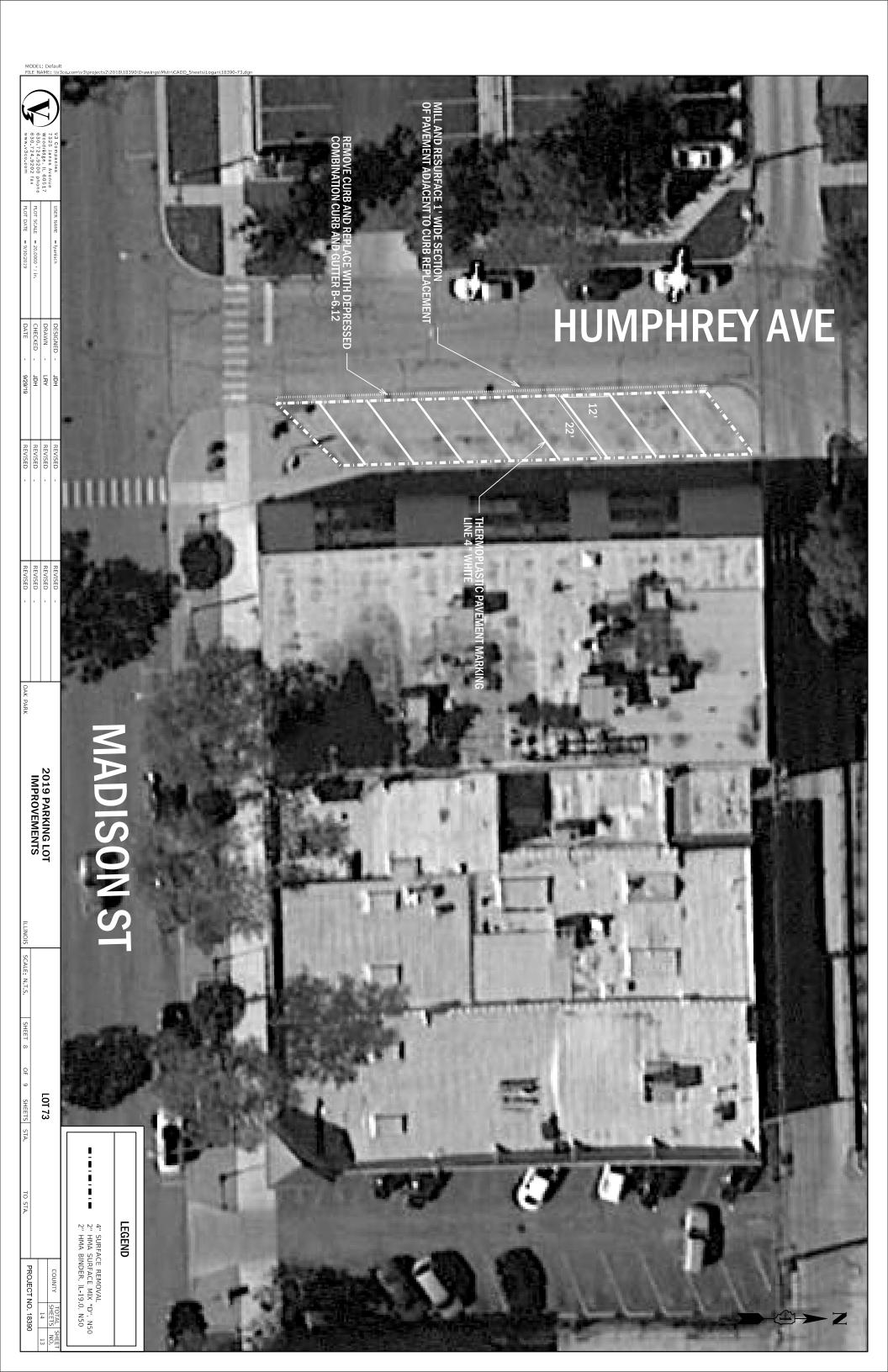
PROJECT NO. 18390

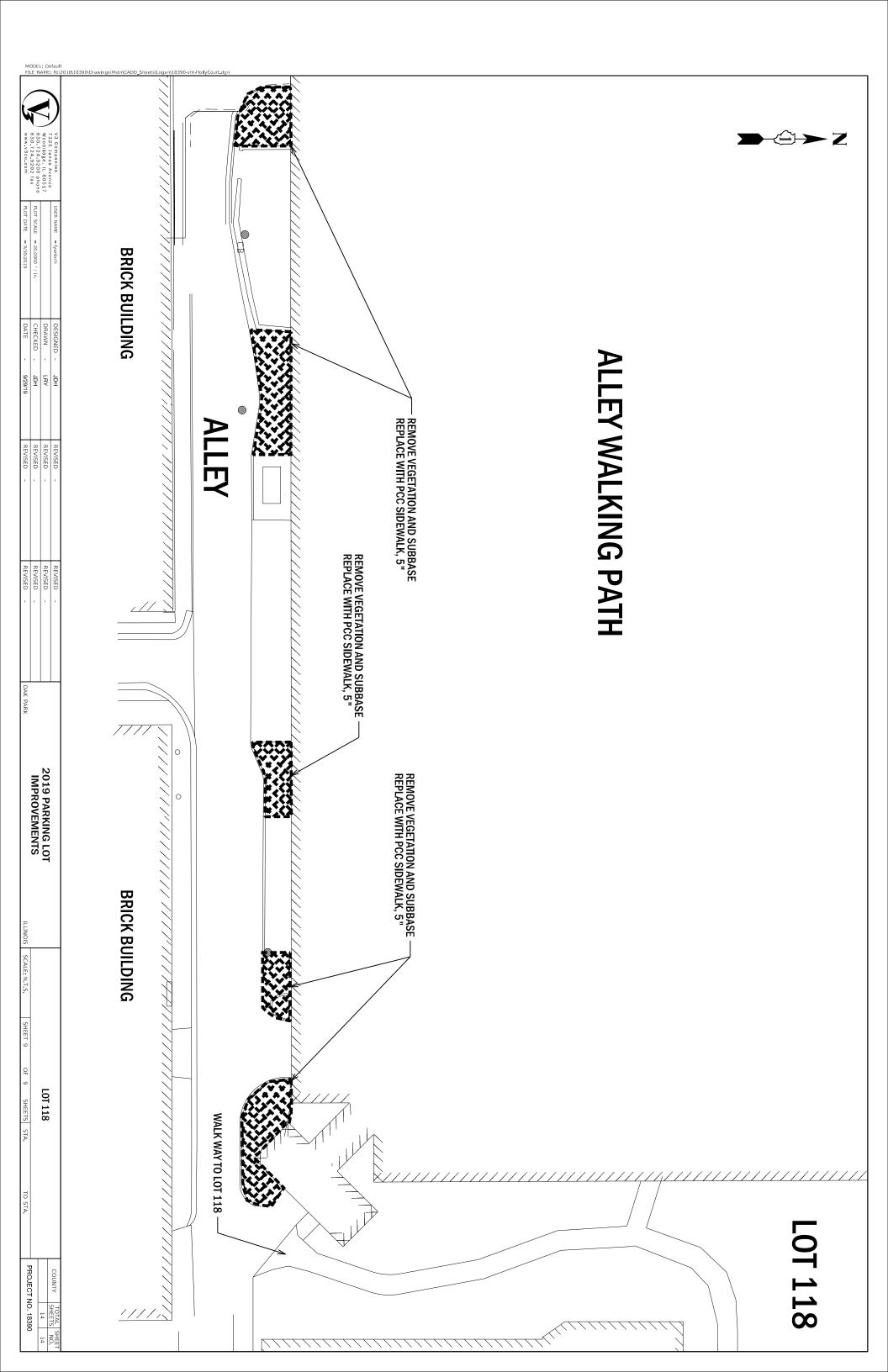


PROJECT NO. 18390

SOUTH BLVD THERMOPLASTIC PAVEMENT MARKING LINE 4" WHITE LOT 35 LEGEND 4" SURFACE REMOVAL 2" HMA SURFACE MIX "D", N50 2" HMA BINDER, IL-19.0, N50 AUSTIN BLVD











ADDENDUM #1 TO REQUEST FOR PROPOSALS (RFP)

19-P787: 2019 Parking Lot Improvements

RFP Issued September 30, 2019
RFP Due October 9, 2019

ADDENDUM #1 Issued October 2, 2019

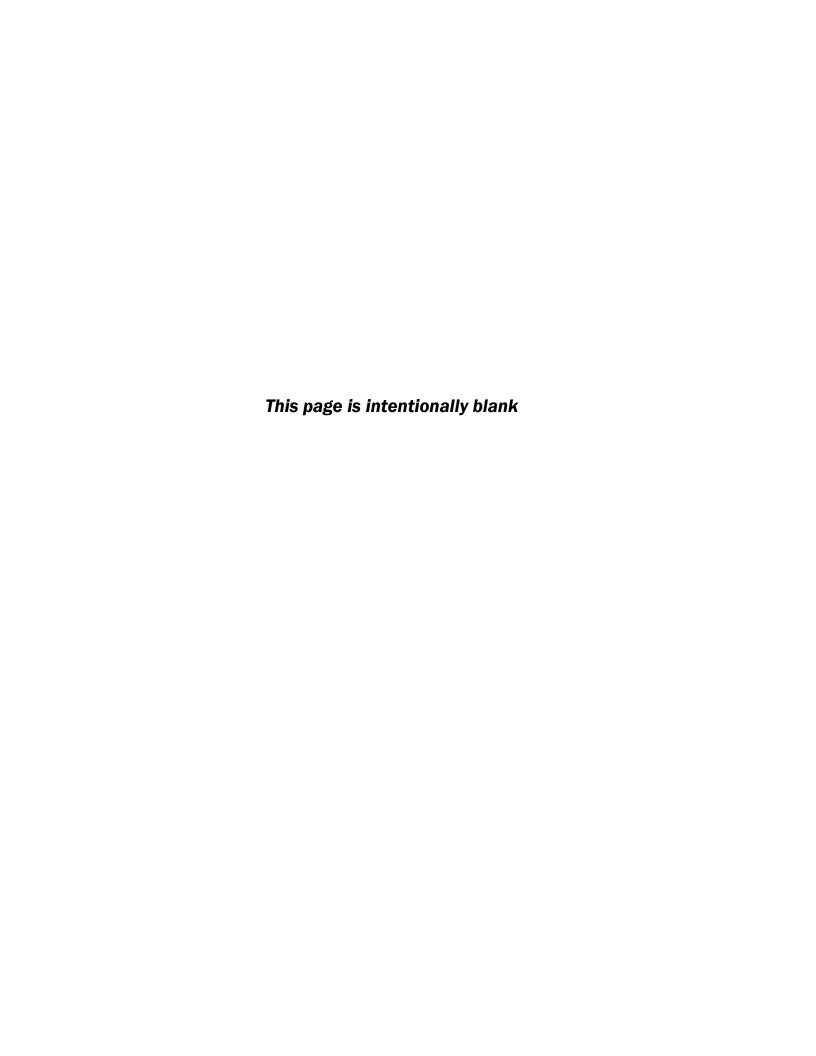
The Village of Oak Park ("the Village") is requesting qualifications to identify contractors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before October 9, 2019 at 2:00 PM to:

Village of Oak Park
Parking and Mobility Services
Attn: RFP Solicitation Number 19-P787:
2019 Parking Lot Improvements
123 Madison Street
Oak Park, IL 60302

THE FOLLOWIN ITEMS ARE INCLUDED WITH THIS ADDENDUM:

- Responses to Requests for Information received from the Plan Holders
- Clarification on Prime Coat and Tack Coat Payment
- Contract Bond Form
- Railroad Protective Liability Insurance requirements (UPRR and Metra)



RFI RESPONSE Page 1 of 1

REQUEST FOR INFORATION RECEIVED FROM PLAN HOLDERS

QUESTION #1

What is the intended package format for the proposal submittal?

ANSWER #1

This is a sealed bid contract. Sealed proposals for the work described in this contract will be accepted at the address presented in the proposal documents until October 9, 2019 at 2:00 PM. After this time, the proposals will be publically opened and read.

QUESTION #2

What is the required value of the contract bond?

ANSWER #2

At the bid opening, all proposals must be accompanied by a proposal guaranty in the amount of the <u>5% of the bid amount</u>. The proposal guaranty shall be in the form of a bid bond executed by a corporate surety company or a bank cashier's check. A Contract Bond form is included as Attachment #1.

QUESTION #3

Are there DBE requirements associated with this proposal?

ANSWER #3

There is no minimum DBE requirements associated with this proposal. However, all forms should be completed per the instructions in the RFP.

QUESTION #4

Is Railroad Protective Liability Insurance required?

ANSWER #4

Yes, the close proximity of work in Lot 35 to railroad right of way warrants railroad protective liability insurance. Liability insurance shall be obtained for both Union Pacific Railroad and Metra. Please see Attachment #2 for specific Union Pacific Railroad requirements and Attachment #3 for specific Metra requirements.

QUESTION #5

Is all milling shown in the plans intended to be full depth to the stone base?

ANSWER #5

Yes, all pavement milling is intended to be to the stone base. No pavement cores have been done to determine pavement depth. It is not anticipated that there will be partial depth milled.

CLARIFICATION Page 1 of 1

CLARIFCATION ON DESIGN INTENT

CLARIFICATION #1

The cost of Prime Coat on Aggregate Bases should be included in the cost of the HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 item. The cost of the Tack Coat on HMA Bases should be included in the cost of the HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 item.

Contract Bond Attachment #1



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 five percent (5%) of the bid amount, 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.

Contract Bond Attachment #1

IN WITNESS WHEREOF, the PRINCIPAL and signed by their respective officers this		
NAME OF PRINCIPAL		
By: Signature		
Signature		
By: Printed Name		
Printed Name		
Its:		
Title		
Subscribed to and Sworn before me on th	e	
day of	2019.	
Notary Public		
NAME OF SURETY		
By: Signature of Attorney-in-Fact		
Signature of Attorney-in-Fact		
Subscribed to and Sworn before me on th	e	
day of	2019.	

RAILROAD PROTECTIVE LIABILITY INSURANCE (UPRR)

Description.

Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, expect the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy.

The Contractor shall confirm to requirements on the UPRR website and with the following UPRR Contact:

John Venice Manager Special Projects – Industry and Public Projects Union Pacific Railroad 101 North Wacker Drive, Suite 1920 Chicago, IL 60606 312-777-2043

The Railroad Protective Liability Program for projects on or adjacent to UPRR facilities may require the completion of a Project Application to obtain a quote. See the UPRR website for additional information and current application forms:

http://www.up.com/real_estate/rrinsurance/liability_insurance/index.htm

With the Railroad Protection Liability Program made available by Union Pacific through a national broker, the Contractor completes a single-page application, sends a check, and the Railroad Protective Liability coverage is in place. The UPRR considers this program a time saver in obtaining Railroad Protective Liability insurance.

For Railroad Protective Liability Insurance (RPLI) application requests, the Contractor may be asked by their insurance carrier to provide train movement information. Due to the circumstances of September 11, 2001, for security and safety reasons, Union Pacific Railroad employees no longer supply train information to parties outside the Railroad. The major insurance companies are aware of this situation.

Approval of Insurance

The original and one certified copy of each required policy shall be submitted to Municipality for approval.

The Contractor will be advised when the Municipality has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad. The Contractor shall also provide the Engineer with the expiration date of each required policy.

RAILROAD PROTECTIVE LIABILITY INSURANCE (METRA)

Description.

Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, expect the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy.

The Contractor shall confirm to requirements on the METRA website:

https://metrarail.com/sites/default/files/assets/about-metra/railroad_protective_liability_insurance11052015.pdf

Approval of Insurance

The original and one certified copy of each required policy shall be submitted to Municipality for approval.

The Contractor will be advised when the Municipality has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.





ADDENDUM #2 TO REQUEST FOR PROPOSALS (RFP)

19-P787: 2019 Parking Lot Improvements

RFP Issued September 30, 2019

RFP Due October 9, 2019

ADDENDUM #2 Issued October 4, 2019

The Village of Oak Park ("the Village") is requesting qualifications to identify contractors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before October 9, 2019 at 2:00 PM to:

Village of Oak Park
Parking and Mobility Services
Attn: RFP Solicitation Number 19-P787:
2019 Parking Lot Improvements
123 Madison Street
Oak Park, IL 60302

THE FOLLOWIN ITEMS ARE INCLUDED WITH THIS ADDENDUM:

- Clarification on required form for Proposal Bid Bond
- Proposal Bond Form

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CLARIFICATION Page 1 of 1

CLARIFCATION ON REQUIRED BID BOND FORM

CLARIFICATION #1

The CONTRACT BOND form included as Addendum #1 – Attachment #1 should be disregarded. Instead, a completed PROPOSAL BID BOND form shall be submitted with the proposal submittal package. The required form is included as Attachment #1 in this Addendum.

ADDENDUM 2 ATTACHMENT 1

VILLAGE OF OAK PARK, IL PROPOSAL BID BOND FORM

INCLUDE THIS COMPLETED FORM WITH PROPOSAL SUBMITTAL



WE_____

Village of Oak Park, IL Proposal Bid Bond

as SURETY,

are held and firmly bound unto the Village of Oak Park, IL (I he total bid price, or for the amount specified in Article 102. Construction" in effect on the date of invitation for bids. We successors, and assigns, jointly to pay to the VOP this sum	.09 of the "Standard Specifications bind ourselves, our heirs, executors	for Road and Bridge s, administrators,
WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION OBLI		
THERFORE if the proposal is accepted and a contract awardesignated section and the PRINCIPAL shall within fifteen (surety guaranteeing the faithful performance of the work, areas provided in the "Standard Specifications for Road and Bropecifications, then this obligation shall become void; other	(15) days after award enter into a fo nd furnish evidence of the required i ridge Construction" and applicable s	ormal contract, furnish insurance coverage, all Supplemental
N THE EVENT the VOP determines the PRINCIPAL has far requirements set forth in the preceding paragraph, then the mmediately be entitled to recover the full penal sum set out any other expense of recovery.	VOP acting through its awarding a	uthority shall
N TESTIMONY WHEREOF, the said PRINCIPAL and the	said SURETY have caused this inst	trument to be signed by
heir respective officers thisday of	A D 20	
		
PRINC	JPAL	
Company Name)	(Company Name)	
Зу:		
By:		
(Signature & Title) If PRINCIPAL is a joint venture of two or more contractors, the cor	(Signature & Title)	es of each contractor must
pe affixed.)	mpany marines, and authorized signature	3 of cach contractor mast
,	ETV	
SURI	=11	
Name of Surety)	(Signature of Attorney-in-Fact)	
STATE OF ILLINOIS,	(Oignature of Attorney in Fact)	
COUNTY OF		
I,	, a Notary Public in and for said cou	unty, do hereby certify
hat(Insert names of individuals signing on behalf of who are each personally known to me to be the same persons who PRINCIPAL and SURETY, appeared before me this day in person said instrument as their free and voluntary act for the uses and pur	ose names are subscribed to the foregoi and acknowledged respectively, that the	
Given under my hand and notary seal this	day of	A.D. 20
NOTICE	M	
Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid	My commission expires	<u> </u>
being declared irregular.		
2. If bid bond is used in lieu of proposal guaranty check,		
it must be on this form and must be submitted with bid.	Notary	Public

_ as PRINCIPAL, and _____