

## **CONTRACT**

1. THIS CONTRACT is entered into this \_\_\_\_\_ day of March, 2020 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President and Board of Trustees and **DiNatale Construction Inc. with offices at 1441 W. Bernard Dr., Addison, Illinois 60101**, its executors, administrators, successors or assigns (hereinafter "Contractor") in an amount not to exceed \$1,250,279.50
2. The following documents set forth the terms of this Contract and are incorporated herein:
  - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project 20-4, 2020 Alley Improvements ("Project");
  - b. Contractor's Proposal dated February 27, 2020; and
  - c. The Contract Bond.
3. Where the terms of the Contractor's Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans shall control.
4. The Contractor shall at its own cost and expense perform all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this Contract and the requirements of the Director of Public Works or the Director's designee.
5. There are two separate phases of the Project – the Non-Federally funded phase (Phase I) and the Federal Community Development Block Grant (CDBG) Phase (Phase II). Phase I of the Project shall include all work on alleys 135, 340, 425, 425-E, 562, 562-N, and 565 as shown on the Contract Plans. The Contractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers, and mechanics, employed of the Project for Phase I pursuant to the Illinois Prevailing Wage Act.

Phase II of the Project shall include all work on alleys 200, 668, and 668-N as shown on the Contract plans. The Contractor shall document all labor and materials for the CDBG funded work in Phase II separately from the non-federally funded work in Phase I. The Contractor shall comply with all applicable Federal statutes, rules, regulations and guidelines in the performance of Phase II of the Project, including the federal Davis Bacon Act and related statutes and regulations.
6. The Contractor affirms that the individual signing this Contract is authorized to execute this Contract on behalf of the Contractor.

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

### **VILLAGE OF OAK PARK**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

Date: \_\_\_\_\_, 2020

### **ATTEST:**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk  
Date: \_\_\_\_\_, 2020

### **DINATALE CONSTRUCTION INC.**

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2020

### **ATTEST:**

\_\_\_\_\_  
By:  
Its:  
Date: \_\_\_\_\_, 2020



### **CONTRACT BOND**

**DiNatale Construction Inc.**, an Illinois corporation with offices at **1441 W. Bernard Dr., Addison, Illinois 60101**, as PRINCIPAL, and \_\_\_\_\_, as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of One Million Two Hundred Fifty Thousand Two Hundred Seventy Nine Dollars, and 50/100 (\$1,250,279.50), 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 \_\_\_\_\_, 2020.

**NAME OF PRINCIPAL**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public