
SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
2020 Water Service Line Replacement Program
Bid Number: 20-127
Issuance Date: 5/27/2020

The Village of Oak Park will receive Bids from qualified contractors to preform water service replacements during the calendar year 2020 pursuant to this Request for Bids. This Bid covers the replacement of the water service between the water main and the curb stop at various locations within the Village of Oak Park. Sealed Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **3:00 p.m. on Tuesday, June 16, 2020**. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Water & Sewer Superintendent, James Eggen at 708-358-5700 or jeggen@oak-park.us.

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Project in substantially the form attached.

Submission of Bids

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a **sealed** envelope marked "**BID: 20-127, 2020 Water Service Line Replacement Program**", shall bear the return address of the bidder, and shall be addressed as follows:

TO: James Eggen, Water & Sewer Superintendent
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

In responding to this Request for Bids 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.

LEGAL NOTICE

The Village of Oak Park will receive sealed Bids from qualified contractors at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 3:00 p.m. on Tuesday, June 16, 2020 for the following:

**Village of Oak Park
2020 Lead Water Service Replacement Program
Bid Number: 20-127**

Bid forms may be obtained from the Village of Oak Park website, <http://www.oak-park.us/bid>. Bid documents may be viewed at the Public Works Customer Service Center at 201 South Boulevard, Oak Park, Illinois between the hours of 7:30 a.m. and 4:00 p.m. Information is also available from the contact person, Water and Sewer Superintendent, James Eggen, jeggen@oak-park.us. The deadline for questions is 8:00 A.M. on Friday, June 12, 2020. Any addenda for this bid will be issued by 1:00 P.M. on Monday, June 15, 2020.

All bidders will be required to submit Bid Security in the form of a Certified Check, Cashier's Check or a Bid Bond in the amount of **Ten percent (10%) of the Base Bid**, payable to the Village of Oak Park.

The successful bidder will be required to post performance security and to provide a certificate of insurance as set forth in the bid package. This contract shall be subject to the provisions of the Prevailing Wage Act (820 ILCS130/1 et seq.) to the extent required by law. The Village of Oak Park reserves the right to issue proposal documents and specifications only to those vendors deemed qualified. For more information call the Public Works Service Center at 708.358.5700.

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BID FOR:
Village of Oak Park
2020 Water Service Line Replacement Program
SECTION II
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid:

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

Bid Bond

The Bidder shall provide a Bid Bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. Bid bond amounts shall be based on all proposed work where estimated amounts have been provided by the Village of Oak Park. Do not include unit price amounts where work is "On-Demand" or "As Required". The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work and provided the Contract Bond in an amount of fifty thousand dollars (\$50,000.00) for the contract awarded.

Contract Term

The initial contract term shall be from the date of award to December 31, 2020. The Village of Oak Park intends to suspend work on this contract by November 13th, 2020 due to having suitable conditions to patch the road. Any work performed after November 13th would be on an emergency basis.

Contract Renewal

The Contractor shall invoice the Village for the Work provided pursuant to this Contract the rates set forth in its Proposal. The term of this Contract may be extended in writing for up to two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

Rate Adjustment

The Contractor shall be permitted to adjust its rates subject to one (1) adjustment annually, effective on the anniversary date of this Contract. Written notice to the Village from the Contractor must be provided for any annual rate adjustment providing the basis for the requested increase and supporting document justification within thirty (30) days prior to the anniversary date. The annual adjustment shall be based upon 100% of the percentage of change of the index published in November (as defined below) as compared to the September index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's rates for services provided under this Contract in any year.

If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and terminate the remaining term of this Contract.

Notice to Proceed

Work shall begin within fourteen (14) days from the **Notice to Proceed** from the Water & Sewer Superintendent, James Eggen, as locations are assigned. All work shall be completed in accordance with the detailed specifications set forth herein this document.

Recertification

If the Village renews the contract for an additional one year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

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

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax. Contractors should exclude these taxes from their prices.

Withdrawal of Bids:

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

Investigation of Contractors

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

Rejection of Contractor

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

Conditions

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

Compliance with Applicable Laws

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents:

Any Contractor with a question about this Bid may request an interpretation thereof from the Village no later than 8:00 A.M. on Friday, June 12, 2020. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will post the Addenda on the Village website no later than 1:00 P.M. on Monday, June 15, 2020. All bidders will be responsible to check for any addenda. The Village will not assume responsibility for receipt of such addenda. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission on the sealed bid envelope.

Minority Business and Women Business Enterprise Requirements

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

Licenses

The Contractor shall be responsible for becoming a licensed Contractor in the Village. It is also understood that this work will be completed by a Licensed Plumbing Contractor in the State of Illinois.

Agreement

The selected bidder shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XIII for a sample copy of the agreement.

Contract Bond

The successful bidder shall, within ten (10) calendar days after award of the bid, furnish a Contract Bond in the amount of fifty thousand dollars (\$50,000.00) for the contract awarded. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the Agreement to be executed. See section XII for a sample copy of the Contract Bond.

Fees and Cost

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

Dispute Resolution

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

III GENERAL SPECIFICATIONS

Scope of Work

The Village is seeking Bids from qualified contractors for the replacement of lead water service lines from the water main to the curb stop as described herewith. The locations and sizes of service line are estimated for bidding purposes.

Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

Extent of Services

This contract shall cover work as assigned by the Village for lead service line replacement where Village staff is unable to complete the work

Detail Specifications

1. Location of the Improvements

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way. Specific locations will be assigned throughout the term of this contract.

2. Description of the Improvements

The Village of Oak Park has developed a lead water service line replacement policy that will replace the Village side of a one inch service at no cost to a residential property if the customer replaces their side first. The purpose of the work is to eliminate a lead service, increase size for added demand and/or repair a leaking service line.

The improvements under this contract shall include installing a new continuous water service line on the Village side of the water service from the water main to the curb stop. While the majority of the locations will have 1" services, it is anticipated that 1-1/2" and 2" water services will be encountered. All water services shall be new Type-K copper. This work shall include installation of a new corporation stop, curb stop and service box furnished by the Village. The installation of the curb stop will include connecting to the private side of the service line, as provided by the customer's plumber.

It is the intent of this contract that the excavation for the new water main tap will be located next to the existing tap to allow disconnection of the existing tap. If a second excavation is required, this work shall be approved prior to commencing work. All new taps of the water main shall be scheduled with and performed by Village staff.

It is anticipated that the work under this contract will supplement and assist work performed by Village staff. As a part of the assistance to Village staff, the Village may call upon the contractor to directional drill service lines provided by the Village. The scope of this service is described in the specifications.

It is the intent of this contract that the installation of the new water service line will be completed by boring or directional drilling. Any deviations from this construction method shall require Village of Oak Park approval prior to commencing the work.

3. Project Schedule

This Contract will be for on-call work to be completed in 2020. The contractor shall complete the work within 10 calendar days upon notification by the Village. If Contractor declines the work or does not respond, the Village will contact the next lowest bidder. It will not be acceptable to delay completion of work in order to group or bundle work together.

Project Timeline

Project Advertising	Wednesday, May 27, 2020
Deadline for Questions	Friday, June 12, 2020 @ 8:00 A.M.
Deadline for Addendum	Monday, June 15, 2020 @ 1:00 P.M.
Bid Opening	Tuesday, June 16, 2020 @ 3:00 P.M.
Contract Award	Monday, July 6, 2020
Notice of Award	Tuesday, July 7, 2020
Preconstruction Meeting	Thursday, July 9, 2020
Notice to Proceed	Thursday, July 16, 2020

Any questions pertaining to the contract shall be submitted in writing to the contact person for this contract. Any major issues or clarifications shall be summarized and issued in an addendum form to be published on the Village website. No questions shall be accepted after 8:00 A.M. on Friday, June 12, 2020 with no addenda to be issued after 1:00 P.M. on Monday, June 15, 2020. It is the bidder's responsibility to check the Village website for any addenda related to this contract.

The contact person for this contract shall be JAMES EGGEN, WATER & SEWER SUPERINTENDENT. Written questions shall be e-mailed to jeggen@oak-park.us with 2020 WATER SERVICE LINE REPLACEMENT PROGRAM in the subject line.

4. Reporting

The Bidder is responsible for keeping the Village updated on its work on a weekly basis. The Bidder will be required to provide the Village via email or in person a weekly report identifying the date the work was completed at each site was completed during the week as well as the materials used at the site. These reports are due before the close of business each Friday. Village staff will be spot checking locations each week.

5. Property Damage

The Bidder shall take great care to avoid damaging adjacent property, including sidewalk, fencing, landscape borders and landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

6. Idling of Equipment

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

7. Project Inspection

Upon Request the contractor must provide the location of crews working within the village. The Water & Sewer Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Water & Sewer Supervisor or Superintendent can be contacted at 708-358-5700.

8. Obstruction of Streets and Rights-of-Way

The bidder shall arrange to keep sidewalks open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

The bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect appropriate warning signs and furnish adequate barricades that identify the work zone for the motoring public and pedestrians.

9. Accident Prevention

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Forestry Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Forestry Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

10. Motorized Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Forestry Superintendent while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and/or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the private property prior to operating or parking vehicles or equipment on or over private property.

11. Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Water & Sewer Supervisor or Superintendent.

12. Traffic Control Plan

Bidder's item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the water service line replacement.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

The governing factor in the execution and staging of work for their contract is to provide the motoring public with the safest possible travel conditions near the work zone. The bidder shall arrange their operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

13. Pedestrian Traffic Control

While the work under this contract is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately adjacent to the work site if there is a reasonable concern of harm to pedestrians.

Licenses and Permits

The Contractor shall be responsible for becoming a Licensed Plumbing Contractor with the Village of Oak Park. The Village will issue any necessary permits for this work at no fee.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Method of Payment

The Village of Oak Park will pay monthly, all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%. Invoicing

is to be submitted in accordance to the schedule of prices per project location. The work per location shall be billed once work at the location is complete.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the Agreement, and without invalidating the Agreement, if the Change Order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such Change Order will be prepared by the Village. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Village.

Emergency Changes: Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.

Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

Any Change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the Contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Contractor's work unacceptable, at the Village's election, the Contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Bidder's Representative

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such

superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Workers

The bidders shall employ competent laborers and shall replace, at the request of the Director of Public Works any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Bidder shall only work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:30 p.m. No work will be allowed outside the standard workhours, on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Director of Public Works.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Reporting Requirements

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

VILLAGE OF OAK PARK

2020 SUPPLEMENTAL SPECIAL PROVISIONS

The following Supplemental Special Provisions supplement the Village of Oak Park General Conditions and the State of Illinois “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2017 and the latest edition of the “Manual on Uniform Traffic Control Device for Streets and Highways,” and the “Standard Specifications for Water and Sewer Main Construction in Illinois,” in effect on the date of invitation for bids. In case of conflict with any parts of said specifications, the said Supplemental Special Provisions shall take precedence and shall govern. The above named publications shall hereinafter be referred to as the “Standard Specifications” which apply to and govern the construction of the ***2020 WATER SERVICE LINE REPLACEMENT PROGRAM***.

1. GENERAL

The Village has adopted a lead water service line replacement policy. The policy is as follows:

1. Lead Water Services Disturbed During Leak Repair: The Village conducts repairs to approximately 10 leaking lead water services annually. During the repair to the water service, the lead water service is disturbed. Therefore, full service line replacement (water main to meter) is recommended when lead water service lines are repaired. If a property owner does not allow the work to be performed on private property, a sign-off acknowledging the acceptance of a partial lead service replacement will be obtained, the public portion of the water service line will be replaced including a new main tap and new curb stop valve. Village staff will provide direction and material to connect to the existing service on the private side.
2. Lead Water Service Upgrade: Residential customers wanting to upgrade their water service for extra capacity and/or lead elimination will hire a contractor to replace the service line from the parkway to the meter, usually upgrading the size of pipe and the meter. If the property owner replaces the private portion, the Village will replace the public portion of the water service at no cost for a 1” service. Minimal charges would apply for 1-1/2” or 2” service lines. The customer would replace the private side of the service first, including excavation of the parkway. The Village requires the parkway excavation to be left open, with the site protected unless extenuating circumstances requires backfill.

The Village is seeking the services of a Contractor to complete water service line installation on an on-call basis. The general procedure will be as follows:

Scenario #1: Lead Water Service Disturbed During Leak Repair or Meter Replacement

1. Village disturbs a lead water service during a leak repair or meter replacement. Village completes temporary repair.
2. Village leaves letter at door and also mails letter to property owner notifying them that they have a lead water service line and asking them to contact Village to verify interior lead service line (if leak repair), and discuss lead service line replacement program.
3. Village contacts the successful low bidder to schedule the work. Village provides contractor with property owner contact information.
4. If property owner agrees to have work completed on private property, Contractor would coordinate with the customer or the customer's contractor. The Water Service Installation Sketch and Water Service Upgrade Form will be required as well as all permitting requirements prior to commencing any work on private property.
5. It is the intent of this scope of work that the property owner's contractor will excavate the parkway and dispose of all spoils from that excavation.
6. If property owner does not agree to have work completed on private property, the Village Contractor will complete replacement of public portion of lead water service line from water main to b-box, including any necessary excavations in the parkway.
7. If Village is not contacted by homeowner per Item #2 above, Contractor attempts to contact property owner in conjunction with completing public portion of lead water service line replacement.

Scenario #2: Lead Water Service Upgrade by Owner

1. The Customer hires a contractor to upgrade the lead water service for additional capacity and/or lead elimination.
2. Public Works will be notified during the permitting process of the owner's intent to upgrade the water service.
3. If property owner chooses to replace the private portion of their lead water service, the Village will replace the public portion of the lead water service.
4. The Customer/Owner's contractor is required to provide 72 hour notice to Public Works. At select locations, the Village will contact the successful low bidder to schedule completion of the work on the public side. Village provides contractor with owner contact information.
5. Contractor contacts property owner to discuss project and confirm participation in program.

Water service lines should be installed via directional drilling or boring to the maximum extent possible to minimize impacts to public and private property.

Any work necessary to complete the water service installation as described in these documents that does not have a pay item shall be considered incidental to the contract. The following list identifies examples of incidental items. This list shall not be considered a complete or exhaustive list.

- All removals and saw cutting
- Fence removal and replacement
- Crimping of water services
- Shrub and bush disposal
- Traffic control and protection
- Testing of excavated materials
- Disposal of CCDD materials
- Sediment control

Final restoration of the parkway, concrete curb, concrete sidewalk and/or road surfaces will be completed by the Village of Oak Park outside the scope of this contract.

Final installed water service route shall be shown on Water Service Installation Sketch to be provided by Contractor to Village for record keeping purposes. This sketch shall also identify detailed dimensions for restoration to be utilized by Village when scheduling restoration Contractor.

Work may need to be completed on Saturdays to accommodate residents. No additional compensation will be allowed for work completed on Saturdays.

Contractor shall be responsible for locating water and sewer utilities on private property per the contract terms.

Contractor will be responsible for all testing and proper disposal of spoils generated from this work. Removal of spoils classified as CCDD shall be considered incidental to the contract.

All site restoration, including asphalt roadways, concrete sidewalks, concrete patios and turf will be completed and coordinated by others.

All improvements on private property will become the property of the homeowner.

The necessary removal of fences shall be replaced under the contract terms and will be considered incidental.

Any damage to the interior or exterior of the home caused by the contractor shall be repaired at no additional cost to the Village.

Contractor shall utilize existing tap and corporation stop when possible. If a new tap is required it will be performed by the Village of Oak Park Water Department. Existing b-boxes and curb stops shall not be reused.

Water & Sewer Separation requirements apply for water and sewer service lines. Horizontal and vertical separation of water service lines and sewer service lines shall be done in

accordance with the latest edition of the “Standard Specification for Water and Sewer Construction in Illinois.”

Any claims for additional work must be presented to the Village immediately. Failure of the contractor to notify the Village Inspector will be reason to deny any claims for extra work.

All work covered under this contract is subject to inspection by the Village of Oak Park Building Inspections Department as well as the Department of Public Works and Utilities. Plumbing inspections will be required. Permit fees will be waived but Contractor is responsible for obtaining a permit and scheduling the work with the Village of Oak Park.

Contractor shall provide sediment control devices for all storm inlet structures within or adjacent to project limits and shall keep all streets tidy and clean of debris. This shall be considered incidental to the contract.

2. TRENCH BACKFILL

This work shall conform to Section 208 of the “Standard Specifications”. This item shall consist of furnishing, placing, compacting and transporting course aggregate gradation CA-6 or CA-7 for backfilling material for all trenches made within the roadway, driveways and as directed by the Engineer. All compaction shall be not less than 85 percent optimum, modified proctor. The material shall conform to Article 1004.5. This item also includes the disposal of the surplus excavated material which is replaced by trench backfill. Such disposal shall be made in accordance with Article 202.03 of the “Standard Specifications”.

The Contractor shall maintain trenches flush with existing surfaces until permanent patches are installed or roadway excavation has begun. No additional compensation will be provided to the Contractor for trench maintenance.

Basis of Payment:

This work will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL. Quantities incorporated into this item shall be measured by either Article 208.03(a) of the “Standard Specifications” or the Trench Backfill table published by the State of Illinois, Department of Transportation, Division of Highways, Bureau of Construction. See table in General Conditions.

3. WATER SERVICE LINE TYPE K – OPEN CUT, 1”, 1-1/2”, 2”

This work shall include furnishing and installing all materials required to lay water service piping according to Sections 41-2.11c and 41-2.12 of the “Standard Specifications for Water and Sewer Main Construction in Illinois 5th Edition.” Embedment up to one foot above the pipe and earthen backfill shall be included in the cost per lineal feet of water service line. The service pipe is to be continuous and have no intermediate unions. This item shall include type K copper tubing at a minimum size of 1” diameter.

All service lines shall have a minimum depth of 54", unless otherwise approved by the Engineer.

Basis of Payment:

The work will be paid for at the contract unit price per lineal foot for WATER SERVICE LINE TYPE K – OPEN CUT of the size specified.

4. WATER SERVICE LINE TYPE K – DIRECTIONAL DRILLING, 1", 1-1/2", 2"

This work shall include furnishing and installing all materials required to directionally drill water service piping according to Sections 41-2.11c and 41-2.12 of the "Standard Specifications for Water and Sewer Main Construction in Illinois 5th Edition." Open cut excavation through roadways for long side water services will not be acceptable. Directional drilling shall be used where practicable to minimize damage to private property. The service pipe is to be continuous and have no intermediate unions. This item shall include all excavation necessary for approach and receiving pits. This item shall include providing type K copper tubing at a minimum size of 1" diameter.

All service lines shall have a minimum depth of 54", unless otherwise approved by the Engineer.

Basis of Payment:

The work will be paid for at the contract unit price per lineal foot for WATER SERVICE LINE TYPE K – DIRECTIONAL DRILLING of the size specified.

5. DIRECTIONAL DRILL ONLY

This work shall include equipment and labor to directional drill water service lines provided by the Village, with excavations made by the Village. Directional drilling shall be used to minimize damage to public property. Boring and receiving pits will be prepared by Village crews. The contractor shall coordinate this work with Village crews with a 48 hour notice.

Basis of Payment:

The work will be paid for at the contract unit price per each for DIRECTIONAL DRILL ONLY.

6. CRIMP WATER SERVICE

This work shall include all labor, equipment and materials required to excavate and crimp existing water service in order to complete water disconnections and/or water service

connection at locations approved by Engineer where both the curb stop and interior shut-off are broken or where the curb stop cannot be located.

Basis of Payment:

The work shall be considered incidental.

7. REMOVE AND REPLACE SEWER SERVICE LINES

This work shall include all labor, equipment and materials required to remove and replace existing 4" or 6" sanitary sewer service lines that are damaged or removed due to installation of the water service line. Where water and sewer separation requirements are not met, the service lateral or building service shall be replaced with ductile iron pipe or watermain quality PVC (C900). Construction shall extend on each side of the crossing until the perpendicular distance from the water main to the sewer is at least 10 feet. A minimum 18" vertical separation is required. Non-shear, shielded, constant O.D. missions shall be used to connect new pipe to existing pipe. Post repair sewer televising of any damaged sewer service lines shall be completed by the Village's staff prior to acceptance of the work.

Basis of Payment:

The work will be paid for at the contract unit price per lineal foot for REMOVE AND REPLACE SEWER SERVICE LINES.

8. HAND DIG EXCAVATION ALLOWANCE, 4 FT., 5 FT.

This item shall cover all additional cost associated with performing an excavation in an isolated area which permits only hand excavation. Additional labor for the removal of the excavated material and transporting of the fill materials shall be included with this item. This item shall include hand digging as a result of utility conflicts and/or digging and root pruning to protect trees.

Basis of Payment:

The item will be paid for as HAND DIG EXCAVATION ALLOWANCE for every occurrence of the depth specified. The Village shall be notified if hand digging is required prior to commencing this work. No additional compensation will be allowed for work covered under this item.

9. FENCE TO BE REMOVED AND RE-ERECTED

This work shall consist of the removal and re-erection of fence segments as necessary to complete the work. The fence shall be removed so that all materials considered suitable by the Engineer for future use will be salvaged. The salvaged material shall be stored at

locations and in a manner approved by the Engineer. Any of the material having salvage value and which has been damaged by the Contractor, shall be replaced by the Contractor at his/her own expense with new material of the same kind. The salvaged fence shall be re-erected in accordance with Section 664 of the "Standard Specifications".

Basis of Payment:

This work will be considered incidental.

10. TRAFFIC CONTROL AND PROTECTION

This item shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. All traffic control devices used on the project shall conform to the plans, special provisions, traffic control standards, traffic specifications and the "Illinois Manual on Traffic Control Devices for Streets and Highways" and the "Traffic Control Devices Handbook". No modification of these requirements will be allowed without prior written approval of the Engineer.

The Contractor shall be responsible for proper location, installation and arrangement of all traffic control devices. Contractor shall upon request of Engineer provide a sketch of proposed traffic control devices to be installed. All traffic control devices shall remain in place until specific authorization and relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational 24 hours a day, including Sundays and holidays.

Basis of Payment:

This work will be considered incidental.

11. TESTING FOR CONTAMINATED MATERIAL: (Revised 1/1/13)

This item shall include all materials, equipment, and labor, required to test ALL excavated materials for environmental contaminants as dictated by Clean Construction or Demolition Debris (CCDD) Legislation (PA 96-1416) incidental to the contract. It is the Contractor's responsibility to create and maintain all testing documentation to be supplied upon request.

Basis of Payment

All testing required shall be incidental to the contract.

12. REMOVAL AND DISPOSAL OF CONTAMINATED MATERIAL:

This item shall include all materials, equipment, and labor, required to remove and dispose of any excavated material which tests positive for contamination in accordance with all IEPA regulations.

Basis of Payment

This work shall be paid for at the contract unit price per cubic yard, for REMOVAL AND DISPOSAL OF CONTAMINATED MATERIAL.

13. SERVICE BRASS, 1", 1-1/2", 2"

This item shall include material cost only for lead free brass corporation stop and a lead free brass curb stop of the size specified as manufactured by A.Y. McDonald or Ford Meter Box Company. The fittings shall be flared connections unless otherwise approved by the Engineer.

Basis of Payment

If Service Brass is furnished by the Village of Oak Park Water Department, there will be no payment for this item.

This item shall be paid for at the contract unit price per each SERVICE BRASS provided by the contractor of the size specified.

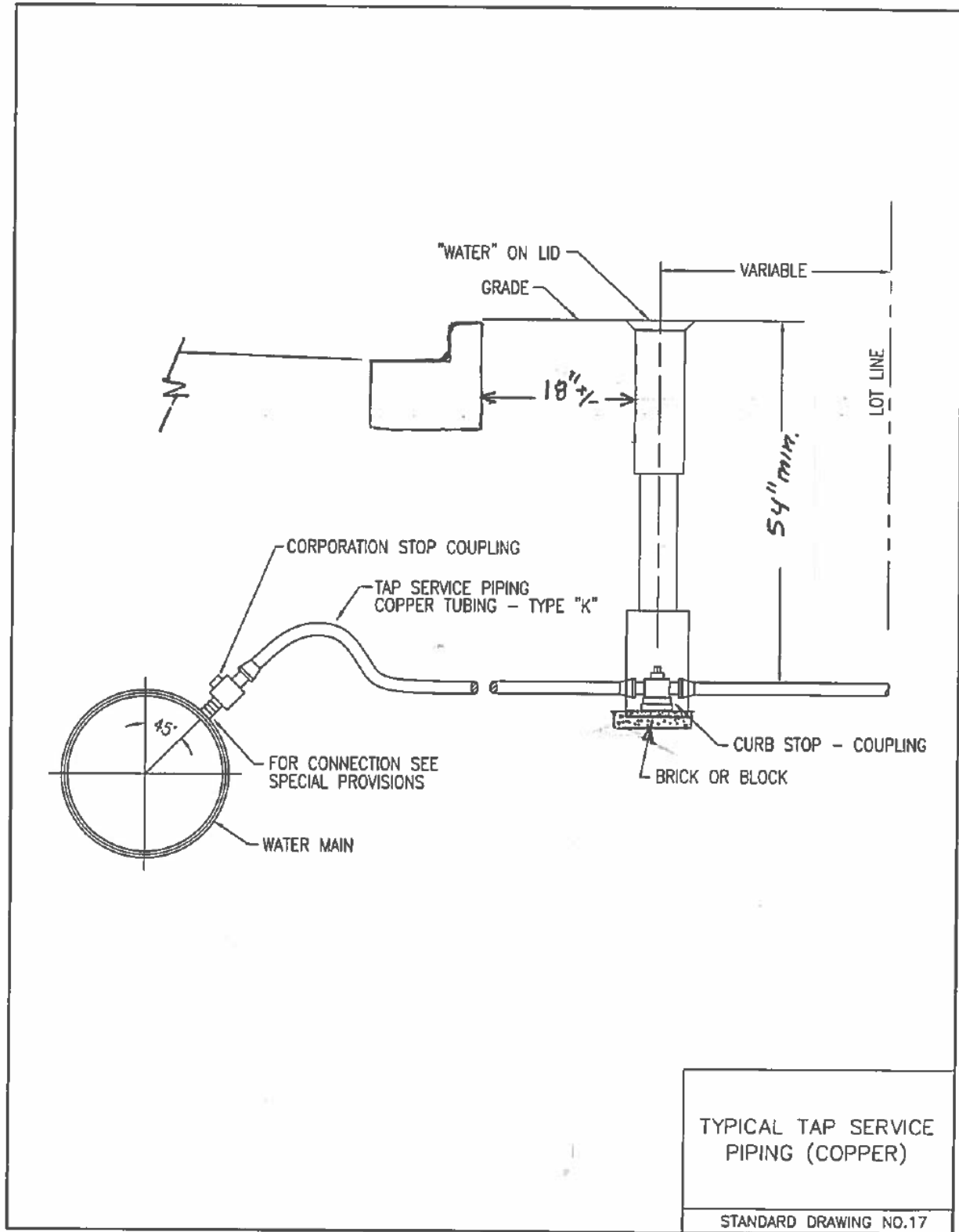
14. SERVICE BOX

This item shall include material cost only for an adjustable SERVICE BOX with lid. The curb box shall have a threaded bushing to connect to and center on the curb stop fitting and lid label "WATER". This item shall also include a stabilizing brick centered under the curb stop.

Basis of Payment

If Service Box is furnished by the Village of Oak Park Water Department, there will be no payment for this item.

This item shall be paid for at the contract unit price per each SERVICE BOX and brick provided by the contractor.



The diagram illustrates a road construction site layout. On the left, a 'Type III Barricade' is shown with a '3 m/min 100%' barrier. On the right, a '3 m/min 100%' barrier is also indicated. In the center, a road construction site is depicted with a 'ROAD CONSTRUCTION AHEAD' sign and a 'ROAD AHEAD' sign. The diagram includes various symbols for road construction, such as a 'ROAD CONSTRUCTION AHEAD' sign and a 'ROAD AHEAD' sign, and a 'ROAD CONSTRUCTION AHEAD' sign. The diagram is labeled with 'W20-5C101-48' and 'W21-800-48' and 'W20-100-48'.

CASE I

* Cones at 8 m (25') centers for 75 m (250'). Additional cones may be placed at 15 m (50') centers. When drums or type I or II beacons are used, the interval between devices may be doubted.

Miyano T. Inc.

SPEED LIMIT	FORMULAS
70 km/h (40 mph) or less	Metric: $L = \frac{W}{150}$ (English): $L = \frac{W}{33.2}$

80 km/h (45 mph) or greater
L = 0.65(MHS) L = (MKS)

W = width of offset
in meters (feet).S = Normal posted speed
km/h (mph).

Dimensions are in millimeters unless otherwise shown.

URBAN LANE CLOSURE
2L, 2W WITH BIDIRECTIONAL
LEFT TURN LANE

STANDARD 701502

SYMBOLS

↑ Arrow board

 work area

♂ Barricade or drum with steady burning nondirectional light

I Barcode or drum without flashing light

- Flogger with traffic control align

O Cone, drum or berricoda

Icons for daytime use only!

b Sign on portable or permanent support

SIGN SPACING	
Posted	Speed Sign Spacing
55 (4)	150 m (500')
50-45 (4)	115 m (350')
45	60 m (200')

D = Refer to SIGN SPACING

TABLE for distances.

② = Required for speeds > 70 km/h (40 mph).
③ = Required if work exceeds

③ = Required if work exceeds 100 m (300 ft) or 1 block.

164 m (500") or 1 block.

③ - For speeds exceeding 80 km/h (45 mph) contact the District Operations Office for approval of sign spacing.

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Submitted by _____ Date _____ Page _____

Chase

DATE OF RECEIPT _____
APPROVED BY _____

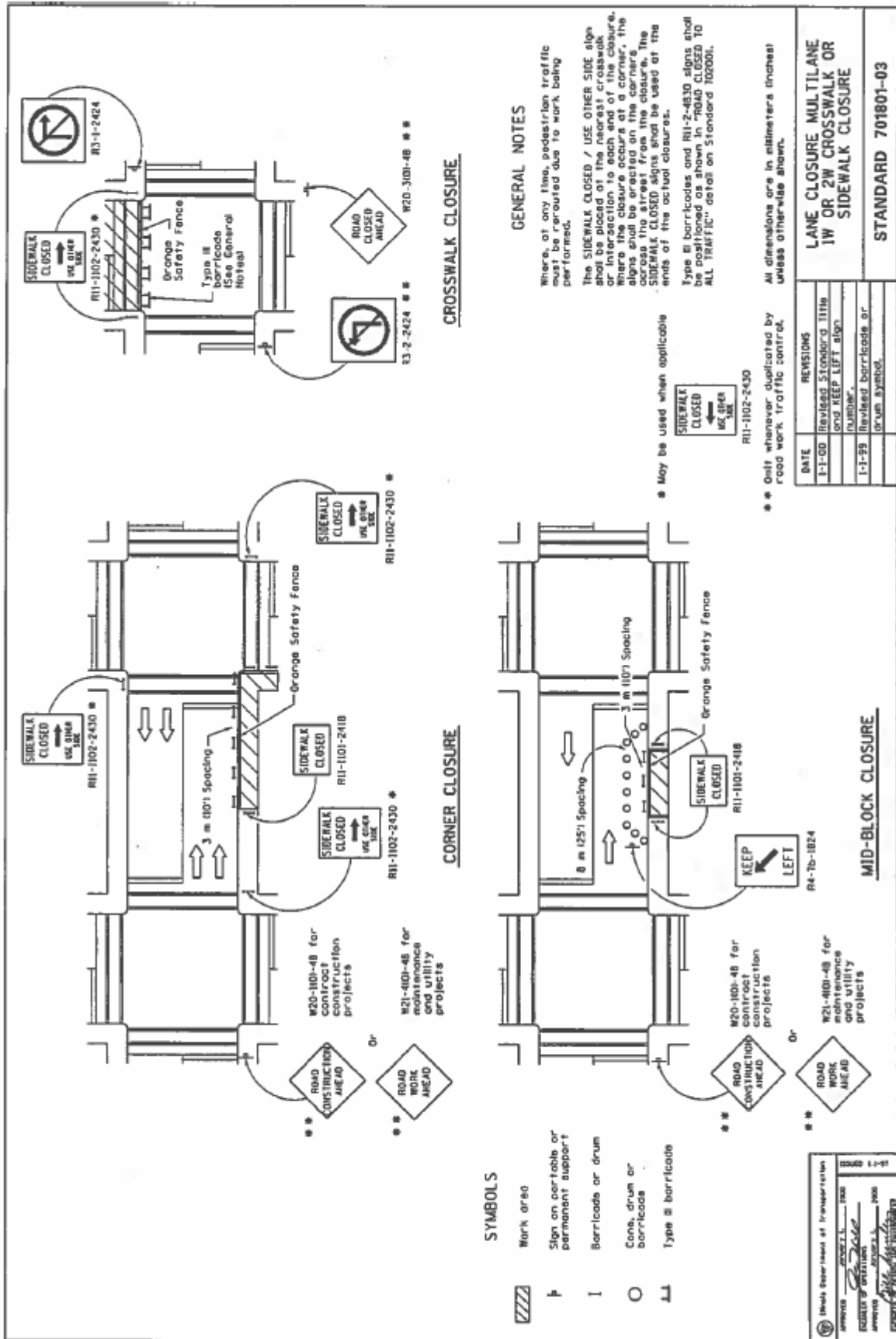
Michael J. Young

100



URBAN LANE CLOSURE
2L, 2W WITH BIDIRECTIONAL
LEFT TURN LANE

STANDARD 701502



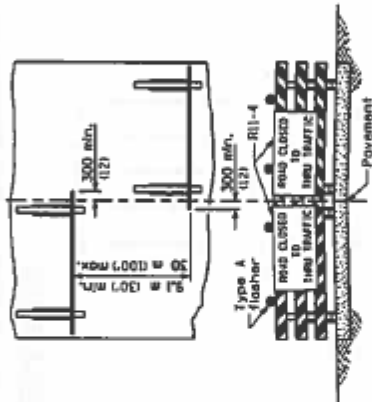
ROAD
CONSTRUCTION
NEXT X MILES
020-1001-5036

END
CONSTRUCTION
020-2000-6024

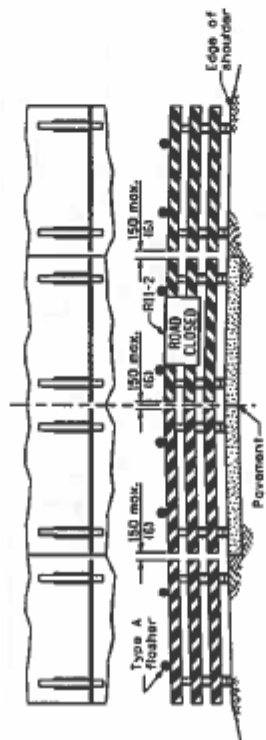
This signing is required for objects over 3200 m (12 miles) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign should be placed 150 m (500') in advance of project limits.
END CONSTRUCTION sign should be erected at the end of the job unless another job is within 3200 m (12 miles).

WORK LIMIT SIGNING

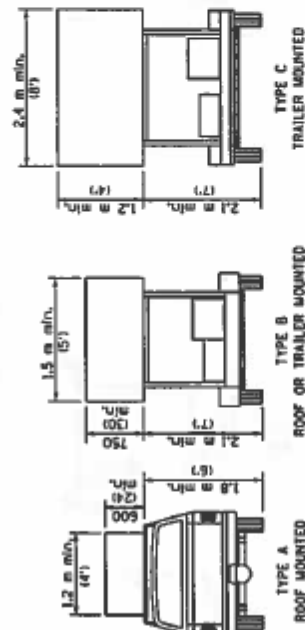


ROAD CLOSED TO ALL THRU TRAFFIC
ReflectORIZED striping shall appear on both sides of the barricades. The barricades shall be to the edge of the pavement except when otherwise directed by the Engineer or shown on the detailed construction plans.

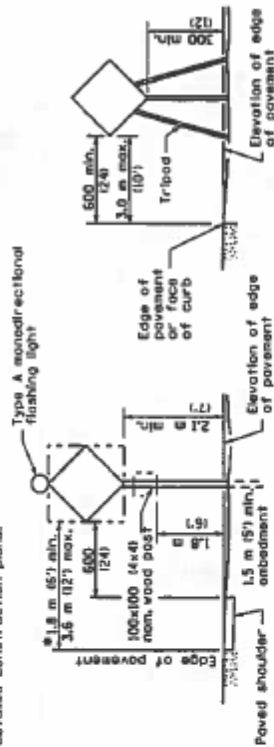


ROAD CLOSED TO ALL TRAFFIC
ReflectORIZED striping may be omitted on the back side of the barricades. The barricades shall be to the edge of the pavement except when otherwise directed by the Engineer or shown on the detailed construction plans.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD



ARROW BOARDS



TYPICAL SIGN INSTALLATIONS

GENERAL NOTES
* When curb or paved shoulder are present this dimension shall be 600 mm (24") to the face of curb or 15 m (50') to the outside edge of the paved shoulder.
All heights shown shall be measured above the pavement surface.
All dimensions are in millimeters (inches) unless otherwise shown.

DATE	REVISIONS
1-1-01	Added the word limits in Work Limit Signing det.
1-1-00	Revised tubular marker.
1-1-00	Rev. new, tri-lod sign offset & UNO CONST.
	Sign number.

TRAFFIC CONTROL
DEVICES
STANDARD 702001-02
(Sheet 1 of 3)

MINNESOTA DEPARTMENT OF TRANSPORTATION
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
DATE: 1-1-97

TYPE 1A BARRICADE

TYPE 1 BARRICADE

TYPE II BARRICADE

REVERSE SIDE

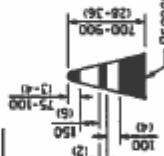
FRONT SIDE

STAFF

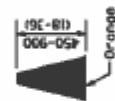
FLAGGER TRAFFIC CONTROL SIGN



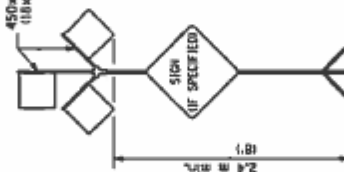
VERTICAL PANELS



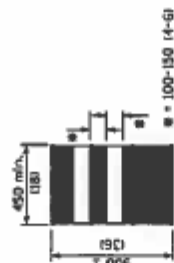
REFLECTORIZED CONES



CONES



HIGH LEVEL WARNING DEVICE



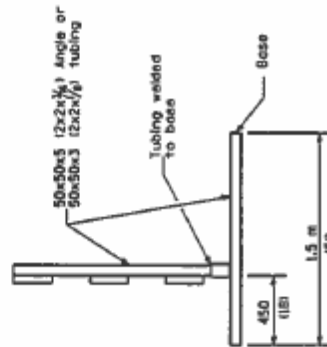
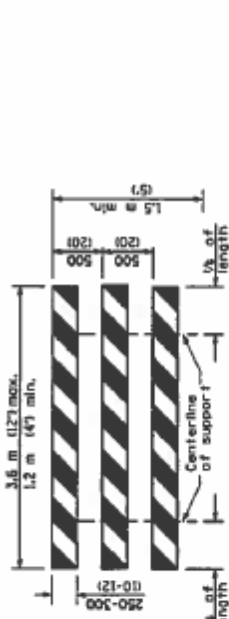
DRUMS AND SAND MODULE IMPACT ATTENUATORS

Dimensions are in millimeters (inches) unless otherwise shown.

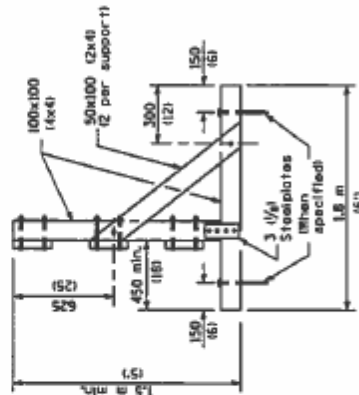
TRAFFIC CONTROL DEVICES

Sheet 3 of 3

STANDARD 702001-02



TYPICAL STEEL SUPPORT



TYPICAL WOOD SUPPORT

TYPE III BARRICADES



IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Village Wide Comprehensive Landscape Maintenance and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2020 only. Bid bond amount should be 10% of the sum of Bidder's Estimate amount listed below.

<p style="text-align: center;">VILLAGE OF OAK PARK 2020 WATER SERVICE LINE REPLACEMENT PROGRAM PROJECT # 20-127</p>					
ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	TRENCH BACKFILL	250	CU.YD.		
2	SERVICE CONNECTION TO WATER MAIN EXCAVATION	15	EACH		
3	WATER SERVICE DISCONNECTION EXCAVATION	2	EACH		
4	PARKWAY EXCAVATION	4	EACH		
5	UTILITY CONFLICT POTHOLE	5	EACH		
6	WATER SERVICE LINE, OPEN CUT, 1"	90	LIN.FT.		
7	WATER SERVICE LINE, OPEN CUT, 1-1/2"	60	LIN.FT.		
8	WATER SERVICE LINE, OPEN CUT, 2"	25	LIN.FT.		
9	WATER SERVICE LINE, DIRECTIONAL DRILL, 1"	550	LIN.FT.		
10	WATER SERVICE LINE, DIRECTIONAL DRILL, 1-1/2"	80	LIN.FT.		
11	WATER SERVICE LINE, DIRECTIONAL DRILL, 2"	20	LIN.FT.		
12	DIRECTIONAL DRILL ONLY	3	EACH		
13	HAND DIG EXCAVATION ALLOWANCE, 4' DEEP	2	EACH		
14	HAND DIG EXCAVATION ALLOWANCE, 5' DEEP	2	EACH		
15	REMOVE AND REPLACE SEWER SERVICE LINES	10	LIN.FT.		
16	REMOVAL AND DISPOSAL OF CONTAMINATED MATERIAL	100	CU.YD.		
				BIDDER'S ESTIMATE:	

ITEM #	MATERIALS ALTERNATE PRICE:	QUANTITY	UNITS		
A1	SERVICE BRASS, 1"	15	EACH		
A2	SERVICE BRASS, 1-1/2"	3	EACH		
A3	SERVICE BRASS, 2"	2	EACH		
A4	SERVICE BOX (ROUNDWAY)	20	EACH		

MATERIAL ALLOWANCE:

GRAND TOTAL:

(Print Name of Individual Signing)

Signed

Illinois Plumbing License #: _____

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: ____/____/2020

Organization Name (Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

Subscribed and sworn to before me this ____ day of ____, 2020.

____ in the State of _____. My Commission
Notary Public

Expires on ____/____/____

BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) Corporation

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

_____ and is organized and existing under the laws of the State of

_____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

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

(b) Partnership

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is registered with the office of _____ in the county of _____.

(c) Sole Proprietor

The bidder is a Sole Proprietor whose full name is _____.

If the bidder is operating under a trade name,

said trade name is _____,

which name is registered with the office of _____

in the county of _____.

Signed: _____

Sole Proprietor

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

MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____

<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____

<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____

<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____

V
BIDDER CERTIFICATION

_____, as part of its Bid on an agreement for 2020 Water service Line Replacement Program for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

(Authorized Agent of bidder selected)

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public's Signature

- Notary Public Seal -

VI
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and
says:

that he/she is _____ of
(partner, officer, owner, etc.)

_____.
(bidder selected)

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

By:

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 must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public's Signature

- Notary Public Seal -

VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor is a Partnership which operates under the name _____

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

Signature

Signature

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

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

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

Signature of Owner

SECTION VIII
BID BOND

WE _____

as PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total bid price, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2020.

PRINCIPAL

(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

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

BID BOND CONTINUED

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

SECTION IX
COMPLIANCE AFFIDAVIT

I, _____, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) _____ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing 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 relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing 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 Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing 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

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2019.

Notary Public

- Notary Public Seal -

¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION X
M/W/DBE STATUS AND EEO REPORT

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

1. Contractor Name: _____

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- ☐ None of the above

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

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

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

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.

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

Contractor Name_____

Total Employees_____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
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.

_____, being first duly sworn, deposes and says that he/she is the_____

(Name of Person Making Affidavit)

(Title or Officer)

of _____and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 20__.

(Signature)

(Date)

SECTION XI
NO BID EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

Bid Name: **Project No. 20-127; Village of Oak Park 2020 Water Service Line Replacement Program**

Comments:

Signed: _____

Phone: _____

XII
CONTRACT BOND
(For Reference – Do Not Fill Out)

Contract Bond

_____, as PRINCIPAL, and
_____ as SURETY, are held and firmly bound unto the
Village of Oak Park (hereafter referred to as "Village") in the penal sum of
_____, well and truly to be paid to the
Village, for the payment of which its heirs, executors, administrators, successors and assigns,
are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect

CONTRACT BOND CONTINUED

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

XIII
AGREEMENT
(For Reference – Do Not Fill Out)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Contract”) is entered into on the _____ day of _____ 2020, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and _____, a _____ (hereafter the “Contractor”).

RECITALS

WHEREAS, the Contractor submitted a Proposal to perform Water Service Line Replacement at select locations (hereinafter referred to as the “Work”), pursuant to the Village’s Request for Proposals, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Work and the work required hereunder; and

WHEREAS, the Contractor’s Proposal is attached hereto and incorporated herein by reference into this Agreement; and

WHEREAS, the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Work in accordance with its Proposal for an annual cost not to exceed \$_____ (“Contract Price”), complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Proposals, the Contractor’s Proposal and this Contract, all of which, together shall constitute the Contract Documents. The Contractor acknowledges that it has inspected the sites where the work is to be performed and that it is fully familiar

with all of the conditions at the sites, and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner. The Contractor further represents and warrants that the Work will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Work will be free from defects. The Contractor shall achieve completion of all work required pursuant to the Contract Documents.

3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Agreement. Such person shall have complete authority to transmit and receive instructions and information, interpret and define the Contractor's policies and decisions with respect to the Work governed by this Contract. The Village's Forestry Superintendent shall have complete authority to transmit and receive instructions and information, interpret and define the Village's policies and decisions with respect to the Work governed by this Contract, or such other person as designated in writing by the Village Manager.

4. TERM OF CONTRACT

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and shall expire on December 31, 2020. The Contractor shall invoice the Village for the Work provided pursuant to this Contract the rates set forth in its Proposal. The term of this Contract may be extended in writing for up to two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

5. RATE ADJUSTMENT

The Contractor shall be permitted to adjust its rates subject to one (1) adjustment annually, effective on the anniversary date of this Contract. Written notice to the Village from the Contractor must be provided for any annual rate adjustment providing the basis for the requested increase and supporting document justification within thirty (30) days prior to the anniversary date. The annual adjustment shall be based upon 100% of the percentage of change of the ***index published in September*** (as defined below) as compared to the September index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's rates for services provided under this Contract in any year. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and terminate the remaining term of this Contract.

6. PAYMENT SCHEDULE

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

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

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

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

7. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work and is otherwise in default pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its

best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

8. DEFAULT/THE VILLAGE'S REMEDIES.

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(A) The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Services properly performed prior to termination;

(D) The Village may withhold any payment from Contractor, whether or not previously approved, or may recover from Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

(E) The Village may recover any damages suffered by the Village as a result of Contractor's Event of Default.

(F) In addition to the above, if Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. 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 required Work is not completed on time.

9. 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.

10. 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.

11. 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) **Workers' Compensation:**

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

(C) **Comprehensive Automobile Liability:**

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

ii. Limits:
Combined Single Limit \$1,000,000.00

(D) **Umbrella:**

i. Limits:
Each Occurrence/Aggregate \$ 5,000,000.00

(E) The Village, its officers, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, employees, agents and volunteers as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

12. GUARANTY

The Contractor warrants and guarantees that its Work 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.

13. STANDARD OF CARE.

The Contractor shall endeavor to perform the Work pursuant to this Agreement Services with the same skill and judgment which can be reasonably expected from similarly situated contractors.

14. AFFIDAVIT OR CERTIFICATE

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

15. NOTICES

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

To the Village:

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

To the Contractor:

Facsimile: _____
Email: _____

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice of facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

16. AUTHORITY TO EXECUTE

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

17. EFFECTIVE DATE

The effective date of this Contract reflected above and below shall be the last date of its execution by one of the parties set forth below.

18. 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.

19. 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.

20. CONTRACT BOND

The Contractor, before commencing the work under this Contract, shall furnish a Contract Bond. The Contract Bond shall remain in effect during the term of this Agreement. The Contract Bond shall be in the amount of twenty five thousand dollars (\$25,000.00) as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the Contractor's Proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal

guarantee.

21. 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.

22. 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.

23. 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.

24. CONFLICT

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

25. 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.

26. COOPERATION OF THE PARTIES

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

27. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

28. 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.

29. LIVING WAGE/MINIMUM WAGE

The Contractor shall comply with the Village's living wage requirements as set forth in Section 2-6-20 ("Living Wage") of the Oak Park Village Code, as amended. The Contractor shall further comply with the Cook County Minimum Wage Ordinance, codified as Sections 42-7 through 42-19 of the Cook County Code, as amended, and the minimum wage requirements of the State of Illinois set forth in 820 ILCS 105/4, as amended. The Contractor shall pay its employees the greater of the Village's living wage, the minimum wage set forth in the Cook County Minimum Wage Ordinance or the minimum wage set forth in 820 ILCS 150/4 as applicable during the term of this Contract. The Contractor shall provide any and all certified payroll records pursuant to Section 28 of this Contract above in order to determine whether the Contractor is meeting said requirement.

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

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2020

Date: _____, 2020

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2020

Date: _____, 2020