REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park Police Department Restroom Renovation
Bid Number: 18-106
Issuance Date: 7/3/2018

The Village of Oak Park will receive bids to renovate two existing small restrooms in the Police Department at Village Hall, located at 123 Madison St., Oak Park, IL 60302. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. until 10:00 a.m. local time on Thursday, July 19th, 2018. Bids will be reviewed in private (no public bid opening) and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park. *There will be a pre-bid walk-through at Village Hall in the lower level PD lobby, 123 Madison St. on Wednesday, July 11th, 2018 at 9:00 a.m.*

Bids must be enclosed in a sealed envelope marked “Village of Oak Park Police Department Restroom Renovation”.

Specifications and bid forms may be obtained at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 or by calling the Building Maintenance Superintendent at 708-358-5710 or by e-mail request to vics@oak-park.us.

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid.

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

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

**Submission of Bids**
The bid shall be submitted on the bid forms included herewith. The bid shall be submitted in a sealed envelope and shall bear the return address of the contractor, and shall be addressed as follows:

TO:  Vic Sabaliauskas, Building Maintenance Superintendent
     Department of Public Works
     201 South Blvd.
     Oak Park, IL 60302
SECTION I
BID INSTRUCTIONS, TERMS AND CONDITIONS and REFERENCES

Preparation and Submission of Bid
All bids must be delivered to the Public Works Center by the specified 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. Electronic submission will also be accepted so long as the date and time of the e-mail is before the due date and time.

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

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

Taxes not Applicable
The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

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

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

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

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

**Compliance with Applicable Laws**
The contractor will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

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

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

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

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

**Agreement**
The selected contractor shall enter into an agreement with the Village to complete the work in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the contractor and returned, together with the agreement bond within ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor.
**Notice to Proceed**
Work shall begin within fourteen (14) days from the Notice to Proceed from the Village’s Building Maintenance Superintendent. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Building Maintenance Superintendent grants an extension.

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

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

**Hold Harmless**
See attached form Agreement.

**Insurance**
See attached form Agreement.

**Termination of Agreement**
See attached form Agreement.
SECTION II
DETAILED SPECIFICATIONS

GENERAL CONDITIONS

The Village of Oak Park Police Department is seeking bids for a full renovation of two small restrooms in the Police Dept. The existing restrooms are 25 square feet and each as one sink one toilet (wall-mounted). The existing floor is 12X12 vinyl tile, the existing walls are 5/8 sheet rock and the existing ceiling is a tile grid. The footprint of the restrooms must remain the same as there is no room for expansion of either of the spaces.

SCOPE OF WORK - Description of all work to be performed, broken out by job phase.

All permitting and inspection fees for the project must be obtained and paid for by contractor (Village shall waive any permit fees).

Project Management: Contractor Project Manager shall be assigned to job and shall:
- Prepare job folder with all plans, details and specifications.
- Provide daily job status communications.
- Schedule project walk-through meetings as needed.

Job Site Preparation and Access:
- All employees of the contractor and any sub-contractor employees will be required to check in at the Police Dept. front desk each morning before gaining access to the Police Dept. The Police Dept. is a secured area and background checks of all contractor and sub-contractor employees will need to be done prior to commencement of any work.
- Contractor’s workers may access the job site either through the west fan room boiler room where there is a pit and ladder leading up to Lombard Ave., or through the PD underground parking garage OH door. If access through the PD garage OH door is utilized, contractor vehicles must not block ingress/egress to the garage as PD vehicles use this access point on a daily basis and sometimes transport prisoners through this area. If prisoners are being transported through the area, contractor’s workers and vehicles may not have access until the area is secured.
- Include dust isolation and temporary walls as required for safety.
- Protect any finish flooring with rosin paper and hardboard.
- Site will be left broom clean each day.
- A dumpster will be provided by the Village and placed on site for the entire project for all debris removal.

Demolition:
- Disconnect, remove and dispose of sinks, toilets and electrical as required for demolition.
  - The sink drains will need to be roded due to frequent back-ups.
- Remove existing mirrors. The Village will keep the mirrors in storage.
- Remove and dispose of existing light fixtures above sinks.
- Remove and dispose of existing ceiling tiles and grid.
- Remove all nails and clean joist bays.
- Remove and dispose of existing flooring.
- Remove existing paper towel dispenser. Village will keep in storage.
- In women’s restroom, remove existing feminine product dispensers and toilet seat cover dispenser and keep for reinstallation. Dispensers shall be reinstalled once interior walls are completed.

Framing:
- Existing doors:
  - Existing doors to remain but shall be repainted (match existing).
  - Install two new kick plates on the outside.
  - Replacing existing door knobs with ADA compliant lever handles. Existing lock tumbler to remain and be reinstalled in new handles.
  - Add top trim piece on both doors to match existing trim.
  - Caulk-seal any gaps.
- Interior wall framing for Bathroom:
  - Alternate #1: Install soundproofing drywall over existing walls and build new ceiling using same soundproofing drywall materials. New ceiling will need to be cut for exhaust fans and other existing features. If Alternate #1 is not selected, existing drywall is to remain and shall be repaired and painted.
  - Install all blocking and nailers as required.

Plumbing:
- Rod all drain lines (sinks and toilets) as far as possible and ensure new fixtures will drain properly.
- Install two new wall-mounted toilets with battery-powered motion sensor flush valves.
- Install new supply lines (service stop & supply tube in chrome finish).
- Tie into existing vents.
- Install two new vanity sinks with motion-activated faucets. Pedestal style sink with cabinet underneath, mirror and new lighting is preferred.
- Rough in waste and supply lines for vanity sinks.

Flooring and Tile:
- Remove and dispose of existing floor tile.
- Prepare floor for new tile.
- Install new ceramic bathroom floor tile (TBD up to 50 sf.).
- Install cement backer-board for all floors.
- Install latex modified thinset mortar.
- Grout and seal all new tile.
- Install transition piece/threshold between new ceramic tile and existing floor tile outside restrooms.

Electrical:
- Provide all electrical required for project.
- Disconnect and re-work existing wiring as required.
- Supply and install Panasonic fan/light combo.
- Remove and dispose of existing light switches. Install new fan/light switches and relocate to standard height.
- Wire for vanity light.
- Install new dedicated 20-amp circuit for GFCI outlets. Remove and dispose of existing outlets.
- Supply and install 5" Juno recessed light with white baffle (or similar) above sinks.
- **Alternate #2:** Supply new electrical lines and circuit for new Dyson electric hand dryer. Village will furnish new hand dryers and provide specs. Contractor to install new hand dryers in the same location as the recessed paper towel dispenser (once removed). If electric hand dryers are not selected, contractor shall re-install the existing paper towel dispensers.

**HVAC:**
- Vent bathroom fan to exterior, using existing vent if possible.
- Existing heat and A/C to remain as is.

**Insulation:**
- Provide all insulation and air / fire stopping for new construction.
- Install fire stopping rock wool and caulking at all openings/ penetrations.

**Finish Carpentry:**
- Paint grade baseboard casings (approx. 40 lf.).
- Install all baseboard and base shoe trim.

**Interior Painting:**
- Apply one full coat of primer to all interior walls, ceilings and trims.
- Fill and compound as required.
- Caulk all junctions.
- Apply one full coat of finish paint to walls and trim.
- Allowance for 2 colors (wall and trim).

**Final job site cleanup:**
- Remove all materials, tools and waste.
- Cleaning service as required (Village cleaning contractor will perform final clean-up). Contractor shall leave the site in a broom-clean condition.

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment, vehicles and other means necessary or proper for performing and completing the work. The selected contractor shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including
mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

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

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

**Job Site Conditions**
To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facilities. Contractor will take all necessary actions as directed by the Village in that regard.

Material Storage: The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

Safety Precautions: The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

Damage to Property: Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Daily Clean-up: The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

**Method of Payment**
The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor’s bid within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.
Change Orders
Change Orders: Changes in the Work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

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

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

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

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

Correction of Work Prior To Final Payment
The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor’s work unacceptable, at the Village’s election, the contractor shall do one of the following:

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

Contractor’s Representative
The contractor shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the contractor, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the contractor shall be binding on the contractor as though given to him personally. Contractor’s representative must be proficient in the use and interpretation of the English language.
Workers
The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor’s employee to be immediately removed from the work crew if the above behavior is exhibited.

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

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

Mandatory Qualifications for Contractor’s Personnel
Crews shall include at least one (1) supervisor during any given shift.

1. No more than 50% of the crew may be trainees at any one time.

2. Supervisors must be fluent in the English language and capable of reading and writing English.

3. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

OSHA Requirements

1. Material Safety Data Sheets - Contractor selected shall furnish the Village of Oak Park copies of Material Safety Data Sheets (MSDS), for all products used that require identification, prior to beginning service at Village facilities. In addition, each time a new chemical is introduced, a copy of that product’s MSDS must be provided to the Building Maintenance Superintendent prior to the product being used. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

2. Labeling of Hazardous Materials - Contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.
3. Caution Signs - Contractor selected shall use "caution signs" as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of agreement.
SECTION III
BID FORMS (Pricing)

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

BASE BID: Total lump sum cost to renovate the men’s and women’s restrooms for the Village of Oak Park Police Department at Village Hall:

$____________________

Alternate #1: Total lump sum cost to install soundproofing drywall over existing walls and build new ceiling using same soundproofing drywall materials. New ceiling will need to be cut for exhaust fans and other existing features. If Alternate #1 is not selected, existing drywall is to remain and shall be repaired and painted.

$____________________

Alternate #2: Total lump sum cost to supply new electrical lines and circuit for new Dyson electric hand dryer. Village will furnish new hand dryers and provide specs. Contractor to install new hand dryers in the same location as the recessed paper towel dispenser (once removed). If electric hand dryers are not selected, contractor shall re-install the existing paper towel dispensers.

$____________________

Bid Signature:  

State of ______________ )  County of ______________)

(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above bid is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their bid from the agreement specifications and has checked the same in detail before submitting this bid; that the statements contained herein are true and correct.
Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

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

Dated: _______/_____/2018

Organization Name
(Seal - If Corporation)

By:

___________________________________  __________________________________
Authorized Signature     Address

_______________________________________
Telephone

Subscribed and sworn to before me this ________________ day of ________________, 2018.

________________________________ in the State of ___________________. My
Commission
Notary Public

Expires on ____/____/_______

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.
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SECTION IV
CONTRACTOR CERTIFICATION

(Name of Contractor selected), as part of its bid on an agreement for
Installation of new overhead doors and front door for the Village of Oak Park main fire
station, hereby certifies that said contractor selected is not barred from proposing on the
aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of
Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park
Village Code relating to "Proposing Requirement.

________________________
(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this _________ day of _____________________, 2018.

________________________
Notary Public’s Signature - Notary Public Seal -
SECTION V
TAX COMPLIANCE AFFIDAVIT

__________________________________________________________, being first duly sworn, deposes and says:

that he/she is ____________________________________________ of ________________________________

(partner, officer, Village, etc.)

__________________________________________________________.

(Contractor selected)

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

__________________________________________________________

By:
Its:

(name of contractor if the contractor is an individual)
(name of partner if the contractor is a partnership)
(name of officer if the contractor is a corporation)

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

Subscribed and sworn to before me this __________ day of _____________________, 2018.

______________________________ - Notary Public’s Signature - Notary Public Seal -

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.
SECTION VI
ORGANIZATION OF PROPOSING 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 Village
SECTION VII
COMPLIANCE AFFIDAVIT

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

1. I am the (title) ___________________________ of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;

2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;

3. The proposing company is organized as indicated above on the form entitled “Organization of Proposing Company.”

4. I authorize the Village of Oak Park to verify the company’s business references and credit at its option;

5. Neither the proposing company nor its affiliates are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or section 2-6-12 of the Oak Park Village Code relating to “Proposing Requirements”.

6. The proposing company has the M/W/DBE status indicated below on the form entitled “EEO Report.”

7. Neither the proposing company nor its affiliates is barred from agreeing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.

8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an “Equal Opportunity Employer” as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.

9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature:______________________________

Name and address of Business:________________________________________________________

Telephone ___________________________ E-Mail ________________________________

Subscribed to and sworn before me this _____ day of _________________________, 2018.

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

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

3. What is the size of the firm’s current stable work force?
   _____ Number of full-time employees
   _____ Number of part-time employees

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

Signature: _____________________________

Date: _____________________
EEO Report

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

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

Contractor Name__________________________
Total Employees__________________________

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Total # of Empl.</th>
<th>Total Males</th>
<th>Total Females</th>
<th>Males</th>
<th>Females</th>
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<td>Black</td>
<td>Hispanic</td>
<td>American Indian</td>
<td>Alaskan Native</td>
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<td>Officials &amp; Managers</td>
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<td>Professionals</td>
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<td>Office &amp; Clerical</td>
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<td>Semi-Skilled</td>
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<td>Laborers</td>
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<td>Apprentices</td>
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</table>

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 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 ______________________, 2018.

__________________________ (Signature) __________________ (Date)
SECTION IX
NO BID EXPLANATION

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

Thank you.

Bid Name: Project No. 18-106

Village of Oak Park Police Department Restroom Renovation

Comments:

Signed: __________________________

Phone: __________________________
INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Contract”) is entered into on this _____ day of __________, 2018, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and ______________, an Illinois corporation (hereafter the “Contractor”).

WHEREAS, Contractor submitted a Proposal dated ________, a copy of which is attached hereto and incorporated herein by reference, to provide ___________________ (hereinafter referred to as the “Work”) for the Public Works Department (hereinafter referred to as the “Project”); and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the “Work”); and

WHEREAS, 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

Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed $______________ (“Contract Price”). Contractor shall complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with its Proposal and this Contract, all of which together shall constitute the “Contract Documents.” The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), 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 in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract Documents by December 31, 2018 (“Contract Time”). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, the Village shall be entitled to liquidated damages in the amount of $500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person
executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village’s Public Works Director shall be deemed the Village’s authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. **TERM OF CONTRACT**

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. **PAYMENT SCHEDULE**

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 Contractor shall be made by the Village to the Contractor when 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 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 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 Contractor.
6. **TERMINATION**

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

7. **COMPLIANCE WITH APPLICABLE LAWS**

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

8. **INDEMNIFICATION**

To the fullest extent permitted by law, 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 Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor’s breach of any of its obligations under, or Contractor’s default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers’ Compensation or Disability Benefit Acts or Employee Benefit Acts.

9. **INSURANCE**

Contractor shall at 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. 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:
       
       | Liability Type     | Limit          |
       |--------------------|----------------|
       | 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, 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, 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:

       | Limit Type                | Limit          |
       |---------------------------|----------------|
       | Combined Single Limit     | $1,000,000.00  |

(D) **Umbrella:**

   i. Limits:

       | Limit Type               | Limit          |
       |---------------------------|----------------|
       | Each Occurrence/Aggregate | $5,000,000.00  |

(E) The Village, its officers, officials, 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, officials, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep
10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, 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. 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.

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

11. AFFIDAVIT OR CERTIFICATE

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

12. NOTICES

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

To the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302-4272
708-358-5770
Email: Villagmanager@oak-park.us
Fax: 708-358-5101

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

Notice by 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 is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

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

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

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

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

16. INDEPENDENT CONTRACTOR

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

17. PREVAILING WAGES

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

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers (“Indemnified Parties”) against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney’s fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney’s fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action,
Contractor shall at its own expense, satisfy and discharge such judgment or award.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. COOPERATION OF THE PARTIES

The Village and 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. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

_________________________   _________________________
By: Cara Pavlicek     By: 
Its: Village Manager     Its: 

Date: ________________, ____   Date: ________________, ____