
SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2023 Comprehensive Landscape Maintenance
Bid Number: 22-131
Issuance Date: 10/5/2022

The Village of Oak Park will receive Bids from qualified contractors to preform landscape maintenance during the calendar year 2023 pursuant to this Request for Bids. This Bid covers two (2) separate contracts available with the Village of Oak Park. Bidders are welcome to bid on any and all of the contracts available. 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 Wednesday October 19, 2022**. 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.

A mandatory pre-bid meeting shall be held on Tuesday October 11 at 2 p.m. at the Public Works Center. Proposals received from bidders who do not send a representative to the pre-bid meeting shall not be considered.

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 or by calling 708-358-5700.

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 Forestry Superintendent, Grant Jones at 708-358-5700 or gjones@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: 22-131 Comprehensive Landscape Maintenance", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Grant Jones, Forestry 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.

BID FOR:
Village of Oak Park 2023 Comprehensive Landscape Maintenance
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 twenty five thousand dollars (\$25,000.00) for each contract awarded.

Contract Term

The initial contract term shall be from the date of award to December 31, 2023. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31). The Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

Contract Renewal

The Village will have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

Notice to Proceed

Work shall begin within fourteen (14) days from the **Notice to Proceed** from the Village's Forestry Superintendent, Grant Jones. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Forestry Superintendent grants an extension.

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 (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 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. 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.

Licenses

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

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 twenty five thousand dollars (\$25,000.00) for each 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.

Village of Oak Park Logo or Likeness Use

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 or termination of contract.

Living Wage/Minimum Wage

See Section XIII – Agreement.

Hold Harmless

See Section XIII - Agreement.

Insurance

See Section XIII - Agreement.

Termination of Agreement

See Section XIII - Agreement.

SECTION III
GENERAL SPECIFICATIONS

Scope of Work

The Village is seeking Bids from qualified contractors for the landscape maintenance of various areas within the Village of Oak Park. Two (2) separate contracts will be awarded through this bid: 1) Regular Landscape Maintenance and 2) Business District Maintenance. Additional “Add On / On Demand” items are included with each contract and are required to be bid on. Work will be assigned by the Village as necessary. Particular emphasis will be placed on high standards of quality and professionalism, including weed control, litter control, planting bed maintenance, mechanical edging, etc. All sites must be visited weekly throughout the life of the contract. The successful bidder will have on staff a State of Illinois licensed Pesticide Applicator and licensed Pesticide Operators as needed. Contractors that bid multiple contracts must prove their ability to service the multiple contracts at the same time.

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

Contract season is weather dependent but expected to run from March 15th through November 30st (8.5 months). The Village reserves the right to award the contract to the lowest responsible bidder.

Detail Specifications: All Contracts

1. Location of Landscape Maintenance Work

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Oak Park, Illinois, on right-of-way or on property furnished by the owner. All landscape maintenance work is to be done in accordance with the enclosed specifications.

2. Commencement of Work

For the Regular Landscape and Business District Contracts, the bidder shall commence “Spring Clean-up” work as early as weather allows on or after March 15th with monthly maintenance to begin on April 1st. Work in all areas will then continue through the contract season until November 30th unless the Forestry Supervisor or the Superintendent grants an extension or identifies an early termination date.

3. 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 and time each site was visited during the week. These reports are due before the close of business each Friday. Village staff will be spot checking locations each week. **Sites found to be neglected or missed during their weekly rotation will be deducted from the month bill amount. If the Village fails to receive a weekly report by the deadline the Village may withhold payment for the week's work.**

4. Property Damage

The Bidder shall take great care to avoid damaging adjacent 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.

5. 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.

6. Electric Handheld Equipment

The Village confirms its commitment to reduced greenhouse gas emissions and affirmation of the Climate Ready Oak Park Climate Action Plan. The contractor shall use battery-powered equipment for any and all landscape maintenance work proposing the use of handheld or backpack based mechanical equipment. The use of combustion engine-based leaf blowers, string trimmers, and any other powered handheld or backpack-based landscape equipment will not be permitted.

The Village supports the use of alternative fuel or battery-powered mowing equipment or vehicles and may, all other things being equal, give preference to a bidder who proposed the use of that equipment as part of their bid.

7. Periodic Inspection

Upon Request the contractor must provide the location of crews working within the village. The Forestry Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Forestry 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 Forestry 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 landscape maintenance operations.

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 landscape maintenance work 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.

Detailed Specifications: Regular Landscape Maintenance

The Village of Oak Park owns and is responsible for maintaining properties across the village. These sites include building properties, medians, parking lots, cul-de-sacs, and traffic diverters. Payment will be made on a monthly per square yard price. Pricing will be divided based on Turf Maintenance or Planter Bed Maintenance. There will be an additional Spring Clean-up and Fall-Clean up price as well. All other work will be considered incidental to the monthly maintenance cost.

1. Turf Site Maintenance

a. Spring Cleanup

Remove all accumulated winter debris and leaves from turf, bed, sidewalks, curb, and parking lot areas. All turf areas must be edged to define borders and prevent grass and weed encroachment. All trees located on Village properties other than parkways, must be mulched with a mulch ring extending two feet (2') out from around the trunk. Mulch cannot be piled up around the trunk of the tree. New mulch areas must be four inches (4") deep, existing mulch areas must be refreshed with two inches (2"). Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch shall be processed through a hammermill. All turf areas in excess of 1000 sq. yards (excluding N. and S. Eisenhower Parkways) must be core aerated in conjunction with the first fertilization as outlined below in section d. Inventory all damaged and diseased plants and submit list to the Forestry Superintendent.

b. Mowing / Trimming

Contractor shall have a crew at all sites weekly, beginning the week of April 1st until the week of November 30th of each contract year. Mow all areas at an interval of seven (7) days as necessary to maintained at a height of approximately 2 ½". Mowing shall not remove more than 1/3 of turf height at any time unless requested or specified. All clippings are to be removed from lawn area and hauled from site. Remove all litter and loose debris and twigs in all areas weekly. Mowing shall include complete removal of all litter on all turf prior to mowing. String trim (weed whip) turf around buildings, plantings, light poles, signs, walls, and other obstructions in turf and in paved areas weekly. Extra care must be

taken to not damage existing plantings and trees. Clean grass clippings from walks and paved areas after mowing. Blowing grass clippings or debris onto adjacent private property or the roadway will not be tolerated.

c. Weed Control

Areas to be weeded and inspected weekly. Hand weed or string trim weekly as necessary. The Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All lawn treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply **organic** non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with **HOMEPLATE** (EPA Reg. No. 67702-54-70051) or approved equivalent. Any post-emergent broadleaf weed control must be Village approved and applied in accordance with manufacturer's recommendations to control weeds in turf areas. All applications to be made by licensed personnel. Applications may be restricted to weekend or off-time hours.

d. Fertilization

Fertilize planting beds material, annuals, grasses, and perennials throughout the season as needed to maintain high vigor and good color. Fertilize turf three (3) times per year at appropriate intervals with approved, balanced, complete analysis, slow release fertilizer including micronutrients such as 25-5-15 SCU, and one (1) time (mid-October) with 8-4-24 slow release, non-coated fertilizer. First three applications at 3 to 4 lbs. Per 1000 sq. ft., fall application at 6 lbs. Per 1000 sq. ft. Alternative fertilizer formulations will be considered at the request of the contractor. The Forestry Superintendent shall be notified prior to application of any fertilization for material approval and scheduling.

e. Fall Cleanup

Remove all leaves and fall debris from turf, and parking areas and borders. Edge all curbs. Apply gypsum to all turf areas to a width of 3' adjacent to all walks and curbs at a rate of 30 lbs. Per 1000 sq. ft. Mow all turf to a final height of 1 ½ ".

f. Shrub Pruning

Prune or shear all deciduous shrubs two times per year during the growing season, evergreen shrubs once per year, cutting current year's growth unless otherwise directed. Prune and maintain ornamental ivy as needed, protect ivy during mowing, maintenance, and turf applications as needed.

2. Planter Bed Maintenance

These areas contain no turf, but require weekly maintenance. Maintenance of these areas will be comprised of the following procedures:

a. Spring Clean Up

Remove all accumulated winter debris and leaves from bed, sidewalks, curb, and parking lot areas. Cut are herbaceous decorative grasses to approximately 2" above grade. Mulch all planting beds. New mulch areas must be four inches (4") deep, existing mulch areas must be refreshed with two inches (2"). Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch shall be processed through a hammermill. Inventory all damaged, diseased, or dead plants and submit list to the Forestry Superintendent.

b. Weed and Litter Control

Planter beds and adjacent sidewalk or pavement areas to be de-littered, weeded, and inspected weekly. All shrub and planting beds, flowerbeds, groundcover areas, tree rings, mulched and \ or stone areas, planters and brick paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply **organic** non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. Cultivate planting beds as required to control weeds and define edges. Inspect plants for damage and correct as necessary.

c. Fertilization

Fertilize shrubs three (3) times per year at appropriate intervals with approved, balanced, complete analysis slow release fertilizer including micronutrients.

d. Shrub Pruning

Prune or shear all deciduous shrubs three times per year during the growing season, evergreen shrubs twice per year, cutting current year's growth unless otherwise directed. Prune and maintain ornamental ivy and/or groundcover as needed.

e. Fall Clean-up

Remove all leaves and fall debris from bed, parking areas and borders. Removed all spent material on herbaceous perennials to approximately 2" above grade except for decorative grasses.

f. Insect and Disease Monitoring

Accurately monitor and identify plant disease and insect pests. Notify the Forestry Superintendent of problems discovered and suggest treatment strategies. All applications for insect pest and disease control must have prior approval of Forestry Superintendent concerning timing, material used, and application method.

3. Locations and Quantities of Work

The quantities indicated on the table below are estimated quantities. The Village of Oak Park reserves the right to vary from estimated quantities based on possible inclusion of areas not listed or exclusion of listed areas. Adjustments will be made to the monthly billing amount based on any additions or subtractions.

Village of Oak Park Location	Total (sq. yd.)	Turf (sq. yd.)	Plant Bed (sq. yd.)
Section 1			
Roadway Medians			
1-1. Kenilworth Parkway	13,500.00	12,111.11	1,388.89
1-2. Le Moyne Parkway	4,477.78	3,888.89	588.89
B. Cul-de-Sacs and Traffic diverters			
1-3. North Ave and Marion (Cul-de-Sac and Offset)	144.44	33.33	111.11
1-4. North Ave and Belleforte (Cul-de-Sac and Offset)	144.44	33.33	111.11
1-5. North Avenue and Forest (Diverter)	21.00		21.00
1-6. North Ave and Kenilworth (Cul-de-Sac and Offset)	288.89	66.67	222.22
1-7. North Ave and Fair Oaks (Cul-de-Sac)	88.89		88.89
1-8. Oak Park and Le Moyne (Diverter)	38.89	22.22	16.67
1-9. North Avenue and Elmwood (Diverter)	36.67		36.67
1-10. North Avenue and Rossell (Diverter)	36.67		36.67
1-11. North Avenue and Edmer (Diverter)	88.89	33.33	55.56
1-12. Harvey and North Ave. (Diverter)	77.77	33.33	44.44
1-13. Hayes and North Ave. (Cul-de-Sac)	88.89		88.89
1-14. Humphrey and North Ave. (Diverter)	166.67	166.67	
1-15. Austin and Le Moyne (Cul-de-Sac w/ turf)	177.78	55.56	122.22
1-16. North Ave and Woodbine (Diverter)	20.00		20.00
Section 2			

A. Roadway Medians			
(none)			
B. Cul-de-Sacs and Traffic diverters			
2-1. Marion and Chicago (Cul-de-Sac)	83.33		83.33
2-2. Taylor and Division (Diverter)	36.67	11.11	25.56
2-3. Austin and Thomas (Offset and Turf)	144.44	33.33	111.11
2-4. Humphrey, North of Chicago (Cul-de-Sac)	272.22		272.22
2-5. Kenilworth north of Chicago (Traffic Circle)	84.36		84.36
C. Parkways and bump-outs			
(none)			
D. Parking Lots	0.00		
2-6. Austin and Iowa (#25)	280.56	225.00	55.56
Section 3			
A. Roadway Medians			
3-1. Forest Place at Ontario	40.00		40.00
B. Cul-de-Sacs and Traffic diverters			
3-3. Scoville, North of Lake (Diverter)	44.44	11.11	33.33
3-4. Kenilworth and Elizabeth Court (Cul-de-Sac)	33.33		33.33
3-5. Humphrey at Ontario (Diverter)	27.78	27.78	
3-6. Maple, South of Chicago (Diverter)	83.33		83.33
C. Parkways and bump-outs			
(none)	309.44		309.44
D. Parking Lots			
3-19. Lake, West of Post Office (#16)	300.00	233.33	66.67
3-20. NWC Euclid and North Blvd, (Parking Deck) (#2,3)	666.67	555.56	111.11
3-22. North Blvd, Kenilworth to Oak Park (#96)	38.89		38.89
3-23. North Blvd, East of Kenilworth (#55)	66.67		66.67
3-24. Austin and Superior (#25)	281.00	31.00	250.00
3-26. North Blvd and Austin (#61)	27.78		27.78
3-30. Lake Street at Lombard (#67)	105.56	105.56	
3-32. Ridgeland And South Blvd (#112)	95.56	95.56	
E. Public Way			
3-33. METRA Intermodal Station (sidewalk upper platform)	250.00		250.00
3-34. North Blvd, Austin to Harlem (south side)	833.33	388.89	444.44
F. Village Properties			
3-36. 129 Lake	277.77	133.33	144.44
3-37. Fire Station at Euclid and North Blvd	258.66	75.33	183.33
Section 4			

A. Roadway Medians			
4-1. Randolph Parkway	1,388.89	1,388.89	
B. Cul-de-Sacs and Traffic diverters			
4-3. Harvey and Randolph (Cul-de-Sac)	305.22	81.33	223.89
4-4. Elmwood, South of Washington (Cul-de-Sac)	222.22	111.11	111.11
4-5. Scoville, North of Washington (Cul-de-Sac)	200.00	66.67	133.33
4-6. Humphrey, North of Washington (Cul-de-Sac)	111.11	38.89	72.22
4-7. Humphrey, South of Washington (Cul-de-Sac)	155.56	66.67	88.89
4-8. Clinton, North of Madison (Cul-de-Sac and Offset)	111.11	25.00	86.11
4-9. Taylor, North of Washington (Cul-de-Sac)	133.33		133.33
C. Parkways and bump-outs			
4-11. South Blvd tree grates (south side of street @ Ridgeland)	8.00		8.00
4-13. Ridgeland and South Blvd (Green Line Station and across west)	205.56		205.56
D. Parking Lots			
4-16. NEC Taylor and Madison (#24)	366.67	88.89	277.78
4-18. South Blvd, East of Ridgeland (#34)	191.11	191.11	
4-19. South Blvd, west of Austin (#35)	205.56	177.78	27.78
4-20. Washington, West of Austin, North side (#36)	911.11	222.22	688.89
4-21. Cuyler, South of Washington (#46)	268.00	34.67	233.33
4-22. SWC Kenilworth & South Blvd (#59)	283.33	238.89	44.44
4-23. South Blvd, at Lombard (#64)	100.00		100.00
4-24. South Blvd, at Harvey (#65)	125.00		125.00
4-25. East Avenue, N. of Madison (#70)	122.22	122.22	
4-30. Clinton, North of Madison (#100)	27.78	27.78	
4-31. S. Scoville North of Madison (#110)	62.00	62.00	
4-34. East Ave., North of Madison (Meter and Y5 Permit)	87.44	87.44	
4-35. South Blvd at Lombard (#SB1)	644.44	644.44	
4-36. South Blvd at Harvey (#SB2)	544.44	544.44	
4-37. South Blvd at Ridgeland(#SB3)	544.44	544.44	
4-38. South Blvd at Elmwood (#SB4)	995.00	995.00	
4-39. South Blvd at East (#SB5)	276.67	276.67	
4-40. South Blvd at Wesley (#SB6E)	354.44	354.44	
4-41. South Blvd at Euclid (#SB6)	171.67	171.67	
4-42. South Blvd, at Home (#SB10)	34.78		34.78
4-43. Austin and Randolph (#31)	522.22	188.89	333.33
4-44. Austin and Pleasant (#25P)	211.11	66.67	144.44

4-44A. Madison and Oak Park (#116)	385.22	304.11	81.11
E. Public Way			
4-45. South Blvd, at Harlem	500.00	500.00	
F. Village Properties			
4-47. Public Works (Front and Back)	1,115.92	108.62	1,007.30
4-48. Public Works Rain Garden	675.67		675.67
Section 5	0.00		
A. Roadway Medians			
5-1. Jackson Blvd Islands	512.78		512.78
B. Cul-de-Sacs and Traffic diverters	0.00		
5-2. Kenilworth and Madison (Cul-de-Sac and planting bed)	114.44		114.44
5-3. Maple and Jackson (SW) (Diverter)	133.33	111.11	22.22
5-4. Maple and Jackson (NE) (Diverter)	52.67		52.67
5-5. Maple, South of Monroe (Diverter)	28.89		28.89
5-6. Austin and Adams (Cul-de-Sac)	294.44	164.44	130.00
5-7. Euclid and Madison (Cul-de-Sac)	112.25		112.25
5-8. Wesley and Madison (Diverter)	32.00		32.00
C. Parkways and bump-outs			
5-10. Grove and Jackson 'S-Curve'	418.34	35.56	382.78
5-11. Harlem, Jackson to Expressway	486.66	315.33	171.33
D. Parking Lots			
5-13. Village Hall, Pk Lot (#47)	5,286.67	4,852.78	433.89
5-14. Austin and Jackson (#30)	782.22	512.22	270.00
5-15. Austin, North of Harrison (#68)	109.44	41.00	68.44
5-16. Humphrey, South of Harrison (#33)	402.00	102.00	300.00
5-17. Lyman, South of Harrison (#103)	165.11	54.00	111.11
5-18. Austin, South of Harrison (#114)	152.22		152.22
5-19. Euclid and Harrison, NWC (#1)	344.00	172.22	171.78
5-21. Highland and Madison (#44)	206.67	206.67	
5-22. Austin and Van Buren (#25V)	139.00	85.00	54.00
5-23. Wesley and Harrison (#11)	1,541.00	1,541.00	
5-24. S. Cuyler south of Madison (48W)	23.00	23.00	
E. Public Way			
5-23. Eisenhower Expressway – North Parkway	4,440.00	4,022.22	417.78
F. Village Properties			
5-24. Village Hall (Court Yard and surrounding grounds)	2,882.22	2,747.78	134.44
Section 6			
A. Roadway Medians			

(none)			
B. Cul-de-Sacs and Traffic diverters			
6-1. Wenonah (Near Roosevelt) (Cul-de-Sac)	30.00		30.00
6-2. Scoville and Harvard (Cul-de-Sac)	111.12	105.56	5.56
6-3. Grove, North of Roosevelt (Cul-de-Sac)	35.56		35.56
6-4. Gunderson, North of Roosevelt (Cul-de-Sac)	111.11		111.11
6-5. Elmwood, North of Roosevelt (Cul-de-Sac)	111.11		111.11
6-6. Lombard, North of Roosevelt (Cul-de-Sac)	111.11		111.11
6-7. Austin and Harvard (Diverter)	63.33		63.33
6-8. Scoville and Roosevelt (Cul-de-Sac)	114.91		114.91
C. Parkways and bump-outs			
6-10. Ridgeland and Garfield, (plantings, NEC)	122.22		122.22
6-11. Ridgeland and Garfield (plantings, SEC)	1,808.33	122.22	1,686.11
6-12. Mohr Concrete Parkway (900 blk, West side)	427.78	337.78	90.00
D. Parking Lots			
6-14. Oak Park, South of Garfield (#15)	122.22		122.22
6-16. Euclid and Garfield (#29)	398.33	183.33	215.00
6-18. Austin and Fillmore (#25F)	251.89	193.00	58.89
E. Public Way			
6-19. Home Ave. Ped Bridge (South Bridge Ramp)	38.89		38.89
6-20. Eisenhower Expressway – South Parkway	5,621.89	5,621.89	
F. Village Properties			
6-21. Fire Station at East and Garfield	213.33	164.44	48.89
Totals:	64,959.18	47,816.83	17,142.35
Village Wide Map of Locations, Individual Site Descriptions, Measurements and Pictures Available upon Request			

Detailed Specifications: Business District Maintenance

The Village maintains the streetscape in multiple business districts across the Village. The Village staff, business owners, and residents place high importance on the quality and cleanliness of their business districts. Business districts limits will be outlined below but may include directly adjacent streets and parking lots in addition to the primary streetscape. Maintenance payments will be made on a monthly lump sum price per business district. There will be an additional Spring Clean-up and Fall-Clean up price for each as well. All other work will be considered incidental to the monthly maintenance cost.

1. Planter Bed Maintenance

These areas contain no turf, but require weekly maintenance. Maintenance of these areas will be comprised of the following procedures:

a. Spring Clean Up

Remove all accumulated litter, winter debris, and leaves from planter beds, sidewalks, curb, and parking lot areas. Cut are herbaceous decorative grasses to approximately 2" above grade. Mulch all planting beds. New mulch areas must be four inches (4") deep, existing mulch areas must be refreshed with two inches (2"). Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch shall be processed through a hammermill. Tree pits without tree grates should be mulched to grade. Inventory all damaged, diseased, or dead plants and submit list to the Forestry Superintendent.

b. Weed and Litter Control

Areas to be de-littered, weeded, and inspected weekly. All shrub and planting beds, flowerbeds, groundcover areas, tree rings, mulched and/or stone areas, planters and brick paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply **organic** non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel. Cultivate planting beds as required to control weeds and define edges. Inspect plants for damage and correct as necessary.

c. Fertilization

Fertilize shrubs three (3) times per year at appropriate intervals with approved, balanced, complete analysis slow release fertilizer including micronutrients.

d. Shrub Pruning

Prune or shear all deciduous shrubs two times per year during the growing season, evergreen shrubs once per year, cutting current year's growth unless otherwise directed. Prune and maintain ornamental ivy and/or groundcover as needed.

e. Fall Clean-up

Remove all leaves and fall debris from bed, parking areas and borders. Removed all spent material on herbaceous perennials to approximately 2" above grade except for decorative grasses.

f. Insect and Disease Monitoring

Accurately monitor and identify plant disease and insect pests. Notify the Forestry Superintendent of problems discovered and suggest treatment strategies. All applications for insect pest and disease control must have prior approval of Forestry Superintendent concerning timing, material used, and application method.

2. Tree Pit Weeding

The Village has trees located in pits with and without cast iron grates throughout its business districts. Pits are typically 5'x5' with double ground wood chips or gravel mulch. During the growing season, tree pit weeding is required to maintain a clean look within the business district. Weeding would involve the manual removal of all herbaceous material in the tree pit along with as much of its associated root system as possible. Chemical weed control may be used as necessary. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply **organic** non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel.

3. Sidewalk and Curb Weeding

Sidewalk and curb areas to be inspected and weeded weekly. All sidewalk, stone, and paver areas shall be kept weed free. All weed control treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Apply organic non-selective weed control in parking, sidewalk, paved and paver areas as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Forestry Superintendent shall be notified prior to application of any control measures for material approval and scheduling. All applications to be made by licensed personnel.

4. Litter Control

All sidewalk, street, and curb areas to be inspected and de-littered weekly. All litter must be collected and disposed of by the Bidder offsite.

5. Locations and Quantities of Work

The quantities indicated on the table below are estimated quantities. The Village of Oak Park reserves the right to vary from estimated quantities based on possible inclusion of areas not listed or exclusion of listed areas.

Village of Oak Park Business District Maintenance Locations					
Business District	Street	Limit	Limit	Description	Required Parking Lots
North Ave.	North Ave	Austin	Harlem	South Side of Street	99
Chicago Ave. East	Chicago Ave	Austin	N. Ridgeland	Both Sides of Street, and Ridgeland N. and S. landscape beds	51N, 51S
	Austin Blvd.	Brick Area N. of Chicago	Brick Area S. of Chicago		
Chicago Ave. West	Chicago Ave	Belleforte	Harlem	Both Sides of Street	7
Lake Ave. East	Lake St	Austin	N. Taylor	Both Sides of Street and Median	50N, 101
	Austin	Alley N. of Lake	Viaduct	West side of Street	
	Lake St	N. Cuyler	Ridgeland	Both Sides of Street	
Hemmingway District	Lake St	N. Euclid	Forest	Both Sides of Street	
	Oak Park	Lake	Pleasant	Both Sides of Street	
	Hunter Court	E. and W.	of Oak Park	Both Sides of Street	
South Marion	Marion	South Blvd	Randolph	Both Sides of Street	81
	Pleasant	Alley E. of Marion	Alley W. of Marion	Both Sides of Street	
Madison St.	Madison	Austin	Ridgeland	Both Sides of Street, Median, and N. and S. on Austin to the Alleys	73, 74,92, 104,45
	Madison	S. Ridgeland	S. Oak Park	Median and SE Corner at Oak Park	
	Madison	S. Oak Park	Harlem	Both Sides of Street	94, 100
Arts District	Harrison	Austin	Elmwood	Both sides of Street including Gateway Monuments at Austin, Ridgeland, Lombard and Flournoy, and Lombard N. of Harrison	
South Town	S. Oak Park	Van Buren	Lexington	Both sides of Street	15 (behind fence at back of lot)
Roosevelt	Roosevelt	Austin	Harlem	North side of Street and N. on Austin to alley	102, 37
Downtown Oak Park					
DTOP	Lake	Forest	Harlem	Both Sides of Street	
	North Blvd.	Forest	Harlem	Both Sides of Street	3, 10

	N. Marion	North Blvd	Ontario	Both Sides of Street	
	Harlem	North Blvd	Ontario	East Side of Street	
	Westgate	Harlem	Marion	Both Sides of Street	
	Prairie Way	Marion	Harlem	Both Sides of Street	
	Holley Court Garage				18, 118

Detailed Specifications: Add On / On Demand Services

The following specifications concern the on-demand landscape maintenance and exterior clean-ups of various properties within the Village of Oak Park Illinois. All contractors are required to bid on these items and may be required to complete this work for the Village as part of one of the above two contracts, as necessary.

1. Clean-up

These properties are composed primarily of single-family homes, maintenance of multi-family or commercial properties may be required. After notice to perform an initial clean-up, all sites must be maintained on a bi-weekly basis until notice is given to stop maintenance. Contractor is required to complete initial clean-up within forty-eight (48) hours of notification that a clean-up is required.

- i. Remove all accumulated debris and leaves from turf, bed, curb and (if required) parking lot areas. Contractor shall have a crew at all sites bi-weekly, following initial clean-up. Mow all areas at an interval of fourteen (14) days. Remove all litter and loose debris in all areas.
- ii. Mowing shall include complete removal of all litter on all turf prior to mowing. String trim (weed whip) around buildings, plantings, light poles, signs, walls, and other obstructions in turf and in paved areas. Clean grass clippings from walks and paved areas after mowing. This work may also include small weed tree removal under 6" in diameter.

2. Weeding / Fertilization / Cultivation

The Forestry Superintendent shall be notified prior to application of any chemical control measures for material approval and scheduling. Any treatment applications must be in conformance with the Village's Integrated Pest Management Plan. Non-selective weed control in parking, sidewalk, paved and paver areas may be applied as needed to keep these areas weed free with HOMEPLATE (EPA Reg. No. 67702-54-70051) or approved equivalent. Any post-emergent broadleaf weed control must be Village approved. All applications to be made by licensed personnel. Applications may be restricted to weekend or off-time hours.

3. Shrub Pruning

Prune or shear all deciduous shrubs and groundcovers as directed at time of request. Subsequent pruning will be at the request of the Department of Public Works.

4. Install Mulch

Maintain a 2" to 4" mulch layer in all existing mulch areas. Mulch must be premium double processed hardwood bark mulch natural in color. Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension and free of foreign matter, sticks, stones and clods. All hardwood bark mulch shall be processed through a hammermill. Replace/refresh mulch as requested throughout the year at unit price indicated on the bid sheet. Bidder must provide a sample of the proposed mulch before approved

5. Watering

During especially hot weather, the Village may requests that certain locations receive supplemental watering. This may include turf, landscape bed areas, and tree locations. Watering will require the use of a tank truck with multiple locations to visit. The contractor shall obtain water by filling their truck or trailer-mounted tank at the Public Works Facility filling station located outside the Public Works Facility, 201 South Boulevard, where a permanently installed 2-inch water meter and backflow prevention device is located. Filling of water tanks at other locations in town shall not be permitted.

6. Parkway Restoration

- i. Preparation - Square all areas to be restored with a spade or other edging tool to make a clean edge with existing parkway. Remove dead or damaged turf where required. Clean fill from the site may be used as backfill.
- ii. Backfill - Backfill and compact with a sufficient amount of clean fill to allow for settling and match grade at all edges.
- iii. Seed and Top-dress - Seed with all-purpose sun-shade fescue/ryegrass/bluegrass mix, and top-dress with Penn Mulch (or approved equal) and starter fertilizer.
- iv. Excess Material Removal - Restoration areas will typically be left by the utility crew anywhere from zero (0") to six (6") below finished grade. Any mounded dirt, stone, or debris higher than proposed finished grade shall be removed and disposed of by the contractor. Payment for Excess Material Removal shall be made by the cubic yard.
- v. Additional Fill - Restoration areas will typically be left by the utility crew anywhere from zero (0") to six (6") below finished grade. The contractor shall place and compact additional fill as necessary to bring the restoration area up to an elevation six (6") below finished grade. Additional fill shall consist of reasonably clean dirt, and may be sourced from other restoration areas within the Village but shall not include excessive amounts of construction debris or organic material. Payment for Additional Fill shall be made by the cubic yard, complete and in place.

7. Sod Installation

This work shall consist of preparing the ground surface and furnishing, transporting and placing sod and other materials required in the sodding operations. All sod shall be top quality, nursery grown, dense, well rooted, and free from weeds and unsuitable grasses.

- i. Sod Type and Care - The sod shall be weed-free nursery grown Kentucky Blue Grass. Care shall be taken to retain the native soil on the roots during the process of stripping, transporting and placing. Sod shall be subject to inspection and approval at place of growth and/or upon delivery for conformity to specification requirements. Approval at place of growth shall not impair the right of inspection and rejection upon delivery at the site or during the process of the work.
- ii. Preparation - Prior to placing sod, the existing soil shall be scarified to a depth of three inches (3"). The existing soil shall be free of rocks, sticks, and debris. If required, topsoil meeting the requirements for top soil mix shall be added to bring the area to grade. Topsoil will not be paid for separately but shall be considered incidental to Sod Installation. Prepared soil surfaces that became crusted shall be reworked to an acceptable condition for sodding. All soil surfaces shall be moist when the sod is placed. When directed, the Contractor shall be required to apply water to dry soil surfaces at a minimum rate of one (1) Gallon/feet immediately prior to placing the sod. Reworking and moistening the soil surface shall not be measured for payment but considered incidental to Sod Installation.

8. Split Rail Fence Post and Rail Replacement

Village owned wood split rail fences are damaged throughout the year. Remove damaged fence materials and purchase and install fence posts or split rails at unit prices indicated on bid sheet when requested.

9. Tree Pit Weeding

The Village has trees located in pits with and without cast iron grates throughout its business districts. Pits are typically 5'x5' with double ground wood chips or gravel mulch. During the growing season, tree pit weeding may be required to maintain a clean look within the business district. This work is typically done at the request of the business district. Weeding would involve the manual removal of all herbaceous material in the tree pit along with as much of its associated root system as possible when requested.

Licenses and Permits

The Contractor shall be responsible for becoming a licensed Contractor with the Village. 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%.

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 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.

SECTION 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 areas to be maintained for 2023 are as listed in the table above. The unit prices listed below should be for 2023 only. The contract would include quantities estimated below in 2024 and 2025. Bid bond amount should be 10% of the sum of "Total Cost for 2023" amount listed below for each contract being bid on.

Bidders can bid on any or all Items 1-2. All bidders are required to provide pricing for Item 3.

1. Regular Landscape Maintenance

Maintenance type	Estimated area	Cost per Sq. Yd./Month	Total Cost per Month
Turf Area:	47,817 sq. yd.	\$ _____	\$ _____
Planter Bed Area:	17,142 sq. yd.	\$ _____	\$ _____
Total Maintenance Cost per month:			\$ _____
Total Monthly Maintenance for 2023 (8 months):			\$ _____
Spring Clean-Up (Total Cost for all sites):			\$ _____
Fall Clean-Up (Total cost for all sites):			\$ _____
Total Cost for 2023 (Clean-Ups and Total Monthly Maintenance):			\$ _____

2. Business District Maintenance

Business District	Spring Clean-Up	Fall Clean-Up	Maintenance / Month
North Ave.	\$ _____	\$ _____	\$ _____
Chicago Ave. East	\$ _____	\$ _____	\$ _____
Chicago Ave. West	\$ _____	\$ _____	\$ _____
Lake Ave. East	\$ _____	\$ _____	\$ _____
Hemingway District	\$ _____	\$ _____	\$ _____
South Marion	\$ _____	\$ _____	\$ _____
Madison St.	\$ _____	\$ _____	\$ _____
Arts District	\$ _____	\$ _____	\$ _____
South Town	\$ _____	\$ _____	\$ _____
Roosevelt	\$ _____	\$ _____	\$ _____
Downtown Oak Park	\$ _____	\$ _____	\$ _____
		Spring Clean-Up Total: \$ _____	
		Fall Clean-Up Total: \$ _____	
		Total Maintenance per Month: \$ _____	
		Total Cost for 2023 (Clean-Ups and 8 Months Maintenance): \$ _____	

3. On-Demand Landscape Maintenance

Provide unit pricing for following items. Unit prices are to include all labor, equipment, materials, hauling and incidental costs. All contractors are required to bid on these items and may be required to complete this work for the Village as part of one of the above two contracts, as necessary.

1. Property Clean Up

Man-hour cost (per hr.): \$ _____

Dump Cost (Per ton): \$ _____

Disposal Cost (Per trip): \$ _____

2. Weeding / Fertilization / Cultivation (sq. yd.) \$ _____

3. Shrub Pruning (per hr.) \$ _____

4. Install mulch (cu. yd.) \$ _____

5. Watering (per hr.) \$ _____

6. Parkway Restoration (sq. yd.) \$ _____

7. Sod Installation (sq. yd.) \$ _____

8. Split Rail Fence Post Replacement \$ _____

9. Split Rail Replacement \$ _____

10. Tree Pit Weeding (per hr.) \$ _____

(Type Name of Individual Signing)

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: _____/____/2022

Organization Name (Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public in the State of _____. My Commission

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.

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

SECTION V
BIDDER CERTIFICATION

_____, as part of its Bid on an agreement for 2023 Comprehensive Landscape Maintenance 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 _____, 2022.

Notary Public's Signature

- Notary Public Seal -

SECTION 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 _____, 2022.

Notary Public's Signature

- Notary Public Seal -

SECTION 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. 2022.

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

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

BID BOND CONTINUED

Subscribed to and Sworn before me on the

_____ day of _____, 2022.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2022.

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 _____, 2022.

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. 22-131; Village of Oak Park Village 2023 Comprehensive Landscape Maintenance**

Comments:

Signed: _____

Phone: _____

SECTION 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 _____, 2022.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
____ day of _____, 2022.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
____ day of _____, 2022.

Notary Public

SECTION XIII
AGREEMENT
(For Reference – Do Not Fill Out)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Contract”) is entered into on the ____ day of _____ 2023, 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 Building Maintenance services at all Village facilities (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, 2023. 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 on or before October 20 of each year of the Agreement. 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 October 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: Kevin J. Jackson
Its: Village Manager

By:
Its:

Date: _____, 2023

Date: _____, 2023

ATTEST

ATTEST

By: Christina M. Walters
Its: Village Clerk

By:
Its:

Date: _____, 2023

Date: _____, 2023