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**SECTION I**  
**REQUEST FOR BIDS (RFB)**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Automatic Transfer Switch Replacement**  
**Project Number: 24-109**  
**Issuance Date: November 29, 2023**

The Village of Oak Park is seeking bids from qualified contractors to replace the Automatic Transfer Switch (ATS) at the Central Pumping Station (CPS). The Public Works Department will review and evaluate the bids. Any agreement awarded as a result of this RFB will be executed by the Village Manager as authorized by the Village Board.

Sealed bids will be accepted at the Oak Park 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 Thursday, December 21, 2023.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or by calling the Public Works Center at 708.358.5700.

There will not be a formal “bid opening” for the contract. Electronic signatures will be accepted on all documents.

The Village Board reserves the right to accept or reject any and all bids, to waive technicalities, or to accept any item of any bid. Information is available from Orlando Velasquez, Senior Pumping Station Operator at 708.358.5749 or [Ovelasquez@Oak-Park.US](mailto:Ovelasquez@Oak-Park.US).

**Submission of Bids:**

Bid shall be submitted on the Bid form included herewith. Bids shall be submitted on official company letterhead. The bid shall be submitted in a sealed envelope marked “**Bid: 24-109: Automatic Transfer Switch Replacement**” shall bear the return address of the bidder, and shall be addressed as follows:

To: Orlando Velasquez  
Senior Pumping Station Operator  
Public Works Department  
201 South Blvd.  
Oak Park, IL 60302

**\* A MANDATORY PRE-BID MEETING SHALL BE HELD ON TUESDAY, DECEMBER 5, 2023 AT 9:00 AM AT THE CPS, LOCATED AT 129 LAKE ST. OAK PARK, IL. BIDS RECEIVED FROM BIDDERS WHO DO NOT SEND A REPRESENTATIVE TO THE PRE-BID MEETING WILL NOT BE CONSIDERED\***

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

**SECTION II**  
**BID INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Bid**

Bids must be submitted on the forms furnished and 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 which are delivered 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.

**Contract Bond**

The successful contractor shall, within ten (10) calendar days after award of the Bid, furnish a contract bond in the amount of the total contract price. The bond shall ensure 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.

**Bid Bond**

The contractor shall provide a Bid bond in the amount of five thousand dollars (\$5,000.00). The attached form in Section X may be filled out or the contractor may provide cash or a certified check in the amount specified. The Bid bonds, cash, or checks will be returned once the selected contractor has entered into an agreement for this work and provided the Contract bond in an amount described herewith.

**Award of Contract**

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

**Notice to Proceed**

Work shall begin within thirty days from the Notice to Proceed from the Water & Sewer Superintendent or Senior Pumping Station Operator. All work shall be completed in accordance with the detailed specifications set forth herein this document.

**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.

### **Contractor's Certification**

Contractors and all proposed subcontractors must complete the Bidder Certification in Section V of this RFB. If the Contractor submits a false certification, the Village will disqualify the Contractor from contracting, or if a contract has already been executed, it will be deemed void. If the false certification is made by a subcontractor, then the Contractor's submitted bid will not be declared void if the Contractor terminates the subcontract upon the Village's request after a finding that the subcontract's certification was false

### **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.

### **Prevailing Wage**

This work will require conformance with prevailing wage laws.

### **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. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

### **Interpretation of Agreement Documents:**

Any contractor with a question about this Bid may request an interpretation thereof from the Village no later than 8:00 A.M. on Friday, December 8, 2023. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum. 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 and Permits**

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

### **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 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.

### **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.

### **Familiarity with Scope of Services, Terms Conditions and Requirements**

Contractors shall familiarize themselves with the full contents of this RFB and all conditions which affect their Bid or ability to complete the contract. Once a Bid has been submitted, the Contractor's failure to have read and understand all the conditions, instructions and specifications of this Request for Bids shall not be cause to alter the terms of the contract or bid.

### **Dispute Resolution**

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

### **No Collusion**

The Contractor must disclose any person, firm or entity that has an interest in this contract, including subcontractors. If at any time it shall be found that Contractor has colluded with any other person, firm, or corporation in procuring this Contract, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

### **Defaulted Contractors**

The Village of Oak Park will not award a contract to any person or entity that has breached or failed to perform under any contract with the Village or which owes any debt to the Village.

### **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.

### **Safety Precautions**

The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property, including installation of appropriate traffic control. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations. 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 Water and Sewer Superintendent or his designee shall be immediately discontinued by the Bidder upon their receipt of instructions from the Water and Sewer Superintendent or his designee, to discontinue such practice.

### **Damage to Property**

Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from their work.

### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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 Village Manager 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.

### **Mandatory Qualifications for Contractor's Personnel**

- No more than 50% of the crew may be trainees at any one time.
- The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement. Failure of the contractor selected or his/her employees to comply with all applicable laws, regulations and rules shall permit the Village to immediately terminate this agreement without liability.

### **Workers**

The Bidders shall employ competent laborers and shall replace, at the request of the Water & Sewer Superintendent or his designee, any incompetent, unfaithful, abusive, or disorderly workers. 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.

### **Working Hours**

Work shall be performed during regular Village working hours, 6:30 a.m. to 3:00 p.m., Monday through Friday.

### **Living Wage/Minimum Wage**

See attached Agreement Form.

### **Hold Harmless**

See attached Agreement Form.

### **Insurance**

See attached Agreement Form.

### **Termination of Agreement**

See attached Agreement Form.



## SECTION III DETAILED SPECIFICATIONS

### Background

The Central Pumping Station (CPS) produces over fifty percent of the Village's daily usage. ComEd is CPS's primary power source. Due to CPS's critical role in the Village's infrastructure, CPS has a standby diesel generator. The current ATS, which automatically transfers the power to the building from ComEd to the generator and vice versa, is functional but obsolete and not supported by the manufacturer.

### General

The selected contractor shall provide all expressed and implied: labor, material, equipment, and means necessary to properly perform and execute the work described in this RFB.

The contractor will disconnect and remove the existing Zenith ATS from its cabinet and replace with a new ASCO ATS. The contractor shall retrofit the new ATS into the existing cabinet. The contractor shall provide a new ASCO ATS as specified herewith. By the end of the project, the contractor will have provided and properly installed a fully-functional and programmed ATS.

- The contractor shall be responsible for ensuring a safe workplace for its workers; the contractor shall adhere to all applicable safety regulations and standards, including Lock Out Tag Out.
- The contractor shall employ all necessary precautionary measures and equipment for safeguarding Village-owned assets within and surrounding the workplace.
- Damage caused by the contractor shall be repaired by the Village at the contractor's expense.
- All work shall be performed in a workmanlike manner and shall comply with the Village's adopted electrical code: 2017 National Electrical Code and the manufacturer's specifications.

### Existing ATS

- Manufacturer: Zenith
- Model Number: ZTSDH60EC-7
- 277/480VAC, 3-pole, 60Hz, 600A, 4-wire, no switched neutral.
- Cabinet Dimensions: 62" H x 24" W x 18" D
- ComEd and load lugs on top; generator lugs on bottom.

### New ATS

- Acceptable Manufacturer: ASCO
- Model Number: J3ADTSA30600NGX0, 11BE
- Required Accessory: ASCO Part Number: 11BE – Programmable Exercise Controller
- Must meet same ratings and configuration as existing ATS.

### Standby Generator

- Make: Caterpillar

- Serial Number: 5NA05823
- Model Number: SR-4
- Generator Set: 3412
- Three Phases/ 480V/714Amps/594KVA/475KW
- Built: 1987

### Scope of Work

- Contractor shall confirm that proposed ATS will fit existing enclosure prior to ordering;
- Contractor shall purchase and obtain new ATS;
- Contractor shall disconnect and remove existing ATS from cabinet;
- Contractor shall disconnect and remove all existing components and controls that will not be used with new ATS;
- Contractor to wipe cabinet clean;
- Contractor shall fabricate and install any necessary supports or framework to properly mount new ATS in existing cabinet;
- Contractor to install and connect new ASCO ATS in existing cabinet;
- Contractor to reconnect any existing equipment to the new ATS;
- Contractor to customize cabinet door as necessary to deliver a final product with a factory-like appearance;
- Contractor shall program the new ATS to exercise the standby generator on an automatic basis per the Village;
- Once new ATS is installed, contractor shall test the proper function of the new ATS including the proper transfer of power to and from ComEd and the generator;
- Contractor shall schedule all work with the Village;
- Contractor shall provide record drawing and Operations and Maintenance manuals of all new equipment.

It is understood that this project will require the CPS to be completely de-energized of electric power. In the context of this RFB, the period that the CPS is without power shall be known as the “down time”. Down time shall not exceed twelve (12) hours. The old ATS must be replaced and the new ATS installed in the same day. Once the CPS is de-energized, the contractor must work uninterruptedly until the new ATS is installed and the CPS is re-energized.

It is the Village’s intent to avoid unnecessary prolonged power outage to its main pumping station. Contractor shall perform all due diligence to comply with the down time requirement and to ensure that on the day of the replacement all work is executed seamlessly.

Liquidated damages shall be imposed on the contractor if the CPS’s down time exceeds twelve (12) hours. The rate for liquidated damages shall be one thousand dollars (\$1,000.00) for every twelve (12) hours that the CPS is without power.

### Specifications

- No bare conductors shall be permitted in any portion of this work;
- No unsafe or unsightly openings or gaps shall be left on the cabinet;
- At no point shall the worksite be left in unsafe conditions.

#### Alternate Bid Item #1

Contractor to schedule manufacturer's representative to perform the following on the day that the new ATS is installed:

- Start-up services for new ATS;
- Assist with programming;
- Test the proper operation of the new ATS the same.

If bidder requires, as part of their bid, that the manufacturer's representative perform start-up service and/or programming, please make note in the proposal.

#### Alternate Bid Item #2

Contractor to provide, install, and program an ASCO 5140 Quad Ethernet Module 72EE for new ATS. 72EE to be connected to the Village's network via ethernet communication. Alarms and power conditions to be monitored by the Village's Supervisory Controls and Data Acquisition (SCADA) system. Integration to the SCADA system to be performed by Village's SCADA integrator. Contractor to provide technical assistance, as needed, for data from the ATS to communicate to the Village's network.

#### Contractor Requirements

The selected contractor shall meet all of the criteria listed below.

- All bidders must furnish three (3) references from projects similar in scope within the past five (5) years;
- Minimum of five (5) years of recorded experience in comparable work;
- Bidders shall submit proof of experience requirement;
- **The use of subcontractors shall not be permitted, unless otherwise permitted in the scope of work.**

#### Warranties

Contractor shall provide a one-year warranty on all parts and labor from the date of installation.

**\* A MANDATORY PRE-BID MEETING SHALL BE HELD ON TUESDAY, DECEMBER 5, 2023 AT 9:00 AM AT THE CPS, LOCATED AT 129 LAKE ST. OAK PARK, IL. BIDS RECEIVED FROM BIDDERS WHO DO NOT SEND A REPRESENTATIVE TO THE PRE-BID MEETING WILL NOT BE CONSIDERED\***

**SECTION IV**  
**BID FORM**

This Bid is offered for acceptance by the Village of Oak Park within sixty (60) calendar days from the date of opening. The Bidder has read and agrees to all terms, conditions, and specifications of this RFB.

**Bid for: Project 24-109; Automatic Transfer Switch Replacement**

**Lump Sum Cost for Base Bid:** \$ \_\_\_\_\_

**Lump Sum Cost for Alternate Bid Item #1:** \$ \_\_\_\_\_

Do you require Alternate Bid Item #1 as part of your bid? Please circle response.

Yes                  No

**Lump Sum Cost for Alternate Bid Item #2:** \$ \_\_\_\_\_

Company Name \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Company Address \_\_\_\_\_

\_\_\_\_\_

Date of Bid \_\_\_\_\_

Telephone # \_\_\_\_\_

**MUNICIPAL QUALIFICATION REFERENCE SHEET**

Bidders shall furnish a minimum of three (3) references from projects similar in scope within the last five (5) years.

**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 the Automatic Transfer Switch Replacement for the Village of Oak Park, hereby certifies that said Bidder selected is not barred from Bidding 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 Bidding Requirement.

\_\_\_\_\_  
(Authorized Agent of Bidder selected)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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.)

\_\_\_\_\_  
(Proposer selected)

The individual or entity making the foregoing Bid certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid 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 Proposer 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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**  
**COMPLIANCE AFFIDAVIT**

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

1. I am the (title) \_\_\_\_\_ of the Bidding 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 Bidding Firm is organized as indicated above on the form entitled "Organization of Bidding Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Bidding Firm nor its affiliates<sup>1</sup> are barred from Bidding 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 "Bidding Requirements".
6. The Bidding Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Bidding Firm nor its affiliates is barred from agreeing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Bidding 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 Bidding 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 Bidding 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 \_\_\_\_\_

\_\_\_\_\_

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

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

- Notary Public Seal -

**SECTION IX**  
**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 Public Works Department 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 sub-Contractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

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

Date: \_\_\_\_\_

**EEO REPORT**

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the 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      |                 |             |               |       |          |                                  |                          |       |          |                                  |                          |                  |  |
| <b>TOTAL</b>         |                 |             |               |       |          |                                  |                          |       |          |                                  |                          |                  |  |
| 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 X**  
**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 Five Thousand Dollars (\$5,000.00), 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. 2023.

PRINCIPAL

\_\_\_\_\_  
(Company Name) (Company Name)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature & Title) (Signature & Title)

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

Subscribed to and sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**NAME OF SURETY**

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

subscribed to and sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**SECTION XI**  
**CONTRACT BOND**



**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 \_\_\_\_\_ **Thousand Dollars** (\$ , . ), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

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

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

**IN WITNESS WHEREOF**, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_ day of \_\_\_\_\_, 2023.

**NAME OF PRINCIPAL**

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

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

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

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**NAME OF SURETY**

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

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

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



**SECTION XII**  
**NO BID EXPLANATION**

If your firm does not wish to Bid 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. 24-109; Automatic Transfer Switch Replacement**

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_



**SECTION XIII**  
**(For Reference – Do Not Fill Out)**  
**SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter “Contract” or “Agreement”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and \_\_\_\_\_, an \_\_\_\_\_ corporation/limited liability company authorized to conduct business in the State of Illinois (hereinafter referred to as the “Contractor”) (the Village and the Contractor may, at times, be referred to collectively as the “Parties” or individually as a “Party”).

**WHEREAS**, Contractor submitted a bid dated \_\_\_\_\_, \_\_\_\_\_, a copy of which is attached hereto and incorporated herein by reference, to provide \_\_\_\_\_ (hereinafter referred to as the “Work”) for **Project 24-109: Automatic Transfer Switch Replacement** (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Bids dated **November 29, 2023** incorporated herein by reference as though fully set forth; and

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

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

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

**1. RECITALS INCORPORATED**

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

**2. SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Bid in an amount not to exceed \$\_\_\_\_\_ (“Contract Price”). The Contractor shall complete the Project in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Bids, the Contractor’s Bid and this Contract, all of which together

shall constitute the "Contract Documents." The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

The Contractor shall achieve completion of all work required pursuant to the Contract Documents by \_\_\_\_\_, 2024 ("Contract Time"). The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

### **3. DESIGNATED REPRESENTATIVES**

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 1 of this Agreement.

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

### **4. TERM OF CONTRACT**

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

## **5. PAYMENT SCHEDULE**

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

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

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

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

## **6. TERMINATION**

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

such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

## **7. COMPLIANCE WITH APPLICABLE LAWS**

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

## **8. INDEMNIFICATION**

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

## **9. INSURANCE**

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set

forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail 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 worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

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

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

(D) **Umbrella:**

i. Limits:  
Each Occurrence/Aggregate \$2,000,000.00

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

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

**10. GUARANTY**

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

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

**11. AFFIDAVIT OR CERTIFICATE**

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

**12. NOTICES**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by 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  
Oak Park, Illinois 60302  
Email: [VillageManager@oak-park.us](mailto:VillageManager@oak-park.us)

**To Contractor:**

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

**13. EFFECTIVE DATE**

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

**14. 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 or deny the use of subcontractors to complete any portion of the Work and to approve or deny 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.



**15. 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.

**16. CONTRACT BOND**

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to XX Thousand Dollars (\$XX,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 a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for Bids. A charge against Contractor may be made for the difference between the amount of Contractor's Bid and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

**17. 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 Work 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, in the event the Contractor fails to complete the Project on or before the required date of completion as set forth herein, the Village shall be entitled to liquidated damages in the amount of one thousand dollars (\$1,000.00) for every twelve (12) hour that the work remains uncomplete beyond the completion timeframe set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Work is not completed on time.

## **18. PREVAILING WAGES**

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

monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

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

**19. 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.

**20. 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.

**21. 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.

**22. CONFLICT**

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

**23. 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.

**24. COOPERATION OF THE PARTIES**

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

**25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES**

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

**26. STANDARD OF CARE**

The Contractor shall endeavor to perform the Work with the same skill and judgment which can be reasonably expected from similarly situated firms or entities. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Work is provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of

protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

**27. 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 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 Village.

**28. EQUAL OPPORTUNITY EMPLOYER**

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

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

In the event of the Contractor’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

**29. AUTHORIZATIONS**

The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that he has been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

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

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

**VILLAGE OF OAK PARK**

**[full name of Contractor - capitalized]**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

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

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

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

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023