



TENTATIVE A g e n d a
President and Board of Trustees
Monday, March 21, 2011
Village Hall
123 Madison Street

Regular Meeting at 6:30 p.m., (Executive Session in Room 130, Open Meeting in Council Chambers)

The President and Board of Trustees welcome you. Statements may be made by citizens at the beginning of the meeting, as well as when agenda items are reviewed. If you wish to make a statement, please complete the "Instructions to Address the Village Board" form which is available at the back of the Chambers, and present it to the staff table at front. When recognized, approach the podium, state your name and address first, and please limit your remarks to three minutes.

Instructions for Non-Agenda Public Comment **(3 minutes per person; 30 minutes maximum)**

Non-Agenda Public Comment is a time set aside at the beginning of each Regular Meeting for citizens to make statements about an issue or concern that is not on that meeting's Agenda. It is not intended for a dialogue with the Board. You may also communicate with the Board via the Village Board voicemail at 708-358-5784 or email Board@oak-park.us.

Non-agenda public comment will be limited to 30 minutes with a limit of 3 minutes per person. If comment requests exceed 30 minutes, public comment will resume after the items listed under the Regular Agenda are complete.

Instructions for Agenda Public Comment **(3 minutes per person; 3 items per person maximum)**

Comments are 3 minutes per person per agenda item, with a maximum of 3 agenda items to which you can speak. In addition, the Village Board permits a maximum of three persons to speak to each side of any one topic that is scheduled for or has been the subject of a public hearing by a designated hearing body. These items are noted with a (*).

- I. **Call to Order**
- II. **Adjourn to Executive Session for the Purpose of Labor and Litigation**
- III. **Return to Open Meeting 7:30pm in Council Chambers**
- IV. **Agenda Approval**
- V. **Minutes – Special Board Meeting Minutes for February 28, 2011, Regular Board Meeting of March 7, 2011**

VI. Proclamations

1. **National Public Health Week, April 4-10, 2011**
2. **Arbor Day, April 29, 2011,**
3. **Earth Month, April 2011**
4. **Older Americans Month, May 2011**

VII. Non-Agenda Public Comment – Please refer to instructions above.

VIII. Village Manager Reports

IX. Citizen Commission Vacancies

Overview: This is an ongoing list of current vacancies for the Citizens Involvement Commissions. Residents are encouraged to apply through the Village Clerk's Office.

X. Citizen Commission Appointments, Reappointments, Removal, Resignation and Chair Appointments

Overview: Names are forwarded from the Citizens Involvement Commission to the Village Clerk and then forwarded to the Village President for recommendation. If any appointments are ready prior to the meeting, the agenda will be revised to list the names.

1. **Building Codes Advisory Commission**
Tim Kelly, Reappoint as Member
Mark Nussbaum, Appoint as Member
2. **Board of Health**
Rhoda Bernstein, Reappoint as Member
Kamana Mbekeani, Reappoint as Member
3. **Citizen Police Oversight Committee**
James Downing, Appoint as Member
4. **Historic Preservation Commission**
Garret Eakin, Reappoint as Member
Frank Heitzman, Reappoint as Member
Drew Niermann, Reappoint as Member
5. **Housing Programs Advisory Commission**
April Lasker, Reappoint as Member
6. **Plan Commission**
David Mann, Appoint as Member
7. **Public Art Advisory Commission**

William Greffin, Appoint as Member

XI. First Reading

XII. Second Reading

XIII. Regular Agenda

A. **Resolution Authorizing a Contract with Cerniglia Company for Sewer Bulkhead Repair at Erie and Scoville**

Overview: Proposals were requested for an emergency repair on the bulkhead of a six foot diameter sewer at Erie and Scoville, near the High School. It is recommended to award a contract to the Cerniglia Company for this repair in an amount of \$165,000.

B. **Resolution Authorizing Execution of a Contract with Schroeder & Schroeder for Project 11-4, Local Alley Improvements**

Overview: Bids were opened for this years alley replacement program. The low bid was submitted by Schroeder & Schroeder in the amount of \$647,924. This years program includes some concrete pavement patching on selected streets as well. It is recommended to award a contract to Schroeder & Schroeder.

C. **Resolution Reserving Use of Private Activity Volume Bond Cap to Fund the Possible Creation of Industrial Jobs or Future Affordable Housing Activities in the West Cook County Housing Collaborative**

Overview: The West Cook County Housing Collaborative is exploring how a pooling of each community's volume cap allocation may be used to benefit the communities. A similar collaborative program has been operation in Lake County, Illinois. Once a use is identified or a program is designed, the communities will enter into an Intergovernmental Agreement available for the Board's review in late summer 2011.

XIV. Consent Agenda

D. **Resolution Authorizing the Execution of a Contract Extension for a One-Year Period with ABC Commercial Maintenance for Custodial Services for Village Hall, Public Works Center, Dole Learning Center and Metra Station Not to Exceed \$83,400.00**

Overview: Staff recommends renewing the contract with ABC Commercial Maintenance Services to provide custodial services for the Village from May 5, 2011 through May 4, 2012. ABC Commercial Maintenance has agreed to provide these services during this contract period with no cost increase.

E. **Resolution Authorizing Execution of Professional Services Agreements with Ray's Auto Body and B&A Auto Fitness Inc. for Auto/Truck Body and Collision Repairs in Fiscal Year 2011**

Overview: The Public Works Department is seeking Board approval to utilize two (2) vendors with the lowest hourly rates. Public Works will utilize both vendors equally. The two (2) vendors that proposed the most favorable rates are Ray's Auto Body from Mokena, Illinois and B&A Auto Fitness from Countryside, Illinois. Both vendors are qualified to perform the work and have provided satisfactory performance to the Village in the past.

F. Resolution Authorizing the Execution of a One Year Agreement with Christy Webber Landscapes of Chicago, IL for Business District Landscape Installation and Maintenance Services, in 2011 not to exceed \$75,000.00

Overview: Staff recommends that a resolution be approved to execute a contract with the low bidder, Christy Webber Landscapes, for Business District Landscape Installation and Maintenance Services in 2011 in an amount not to exceed \$75,000.00. The recommendation is based on the pricing structure provided by the contractor, and their excellent references providing outstanding service in similar programs.

G. Resolution Authorizing Execution of a Professional Services Agreements with H&H Electrical Co., for Emergency Streetlighting and Traffic Signal Repairs in an Amount not to Exceed \$35,000.00 in Fiscal Year 2011

Overview: To avoid delays in making emergency repairs, Public Works is seeking Board approval to utilize an approved list of contractors at their proposed hourly rates. Public Works will call out the contractor with the lowest pricing first. If the preferred contractor is unavailable, the next available contractor who submitted the next most favorable pricing will be called, and so forth.

H. Resolution Authorizing the Extension of a Contract for a One-Year Period with Landscape Concepts Management of Grayslake, IL for Landscape Maintenance Services, in 2011 not to exceed \$120,000.00.

Overview: On January 5, 2009, following the RFP process, the Village executed an agreement with Landscape Concepts Management of Grayslake, Illinois to perform landscape maintenance on Village owned property in 2009. The Village also executed an agreement on February 1, 2010 for the 2010 service. Landscape Concepts Management completed the work in 2009 and 2010 in a satisfactory manner. Staff recommends executing the renewal of this contract for 2011.

I. Resolution Authorizing the Extension of a Contract for a One-Year Period with Landscape Concepts Management of Grayslake, IL for Stump Removal and Restoration Services, in 2011 not to exceed \$85,000.00

Overview: On January 5, 2009, following the RFP process, the Village executed an agreement with Landscape Concepts Management of Grayslake, Illinois to perform stump removal throughout the Village. The Village also executed an agreement on February 1, 2010 for the 2010 service. Landscape Concepts Management completed the work in 2009 and 2010 in a satisfactory manner. The agreement provides that upon renewal, the base stump removal cost increase will be based on the latest published Consumer Price Index (CPI). The January 2011 CPI is 1.7% higher than the January 2010 CPI, thus the price for stump removal will be adjusted from \$112.50 to \$114.41. Staff recommends executing the renewal of this contract for 2011.

J. Approve Ordinance for All Way Stop Signs on Division Street at Hayes Avenue as Reviewed by the Village Board of Trustees on January 18, 2011

Overview: The Village of Oak Park received a petition to upgrade from two-way stop signs to all-way stop signs at the intersection of Division Street and Hayes Avenue. The Transportation Commission reviewed the petition and recommended to replace the existing north-south stop signs with all way stop signs. The Village Board subsequently concurred with the recommendation and is now being asked to adopt an Ordinance to change the two-way stop signs to all way stop signs.

K. Motion to Refer Application for Special Use Permit from Doug Fulton on Behalf of 3to7, LLC to Operate an After School Center at 608 Harrison Street to the Zoning Board of Appeals to Hold a Public Hearing

Overview: The Applicant is applying for a special use permit to operate an after school center for school age children between the ages of 5-12 during the hours of 3 p.m. and 7 p.m. The applicant is currently working with DCFS to allow a maximum of 103 children at the proposed facility, dependant on the final floor plan.

L. Resolution Authorizing Execution of a Contract with Sheridan Plumbing and Sewer for Project 11-9, Rehabilitation of Water Main Crossing Under I-290 at Ridgeland Avenue.

Overview: Bids were opened for the rehabilitation of the water main crossing at Ridgeland Avenue and I-290. This line has been out of service for 2 years. It is recommended to award a contract to Sheridan Plumbing in an amount of \$241,000.

M. Resolution Waiving the Assessment and Collection of Plan Review Costs in the Amount of \$300.00 for the Installation of an Educational Solar Photovoltaic System at St. Edmunds School

Overview: Request to waive permit fees require Board approval. This is the formal request process.

N. Resolution Declaring a Distribution of \$2,576,801 in Tax Increment Revenues from the Downtown Oak Park TIF District to Taxing Districts Based Upon 2009 Tax Rates

Overview: Annual surplus distribution required by the 2003 Intergovernmental Agreement between the Village and School Districts 97 and 200. This is separate and apart from the 1985 and 1995 settlements that were approved earlier this year.

XV. Call to Board and Clerk

XVI. Adjourn

(*) The Village Board permits a maximum of three persons to speak to each side of any one topic that is scheduled for or has been the subject of a public hearing by a designated hearing body.

For more information regarding Village Board meetings and agendas, please contact the Village Manager's Office at 708.358.5770. If you require assistance to participate in any Village program or activity, contact the ADA Coordinator at 708.358,5430 or e-mail adacoordinator@oak-park.us at least 48 hours before the scheduled activity.

Agendas and agenda materials are available electronically on the village web site at www.oak-park.us/agendas.

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PROCLAMATION
NATIONAL PUBLIC HEALTH WEEK
APRIL 4 – 10, 2011

WHEREAS, over the past 50 years, the United States has achieved significant increases in life expectancy and reductions in the incidence of injury, disability, and disease; and

WHEREAS, public health strategies are credited with the majority of improvements in our health status and expanded life expectancy; and

WHEREAS, the efforts of the public health community have contributed to the decline of injury and illness, including heart disease and stroke, tobacco-related diseases, infectious diseases and motor vehicle and workplace injuries; and

WHEREAS, the Oak Park Department of Public has been protecting the health of Oak Parkers since its establishment in 1902 and has been recognized as a State of Illinois certified health department since 1948; and

WHEREAS, National Public Health Week provides the focused opportunity for increasing the public awareness about all public health programs and activities vital to a healthy community, including communicable disease control; food protection; HIV counseling and testing; child care and long-term care surveillance; lead poisoning prevention; tobacco cessation programming; teen pregnancy prevention programming; animal care and control and emergency preparedness; and

WHEREAS, the National Public Health Week theme for 2011 is "Safety is No Accident" whereby each of us is exhorted to do our part to prevent injuries and violence in our communities and to work together to create a safer and healthier nation.

NOW, THEREFORE, I, David G. Pope, President of the Village of Oak Park and the Board of Trustees, do hereby proclaim April 4-10, 2011 as National Public Health Week in the Village of Oak Park and commend this observance to all our citizens.

ADOPTED and APPROVED by me this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

PROCLAMATION

ARBOR DAY

APRIL 29, 2011

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world and specifically in Illinois since 1887; and

WHEREAS, trees reduce erosion, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and are a renewable resource giving us paper, wood for construction, fuel for our fires and countless other wood products; and

WHEREAS, trees in the Village increase property values, enhance the economic vitality of business areas, beautify our community, and whenever they are planted, provide a source of enjoyment; and

WHEREAS, Oak Park has been recognized as a Tree City USA by the National Arbor Day Foundation for twenty-six years and recognized as a Tree city USA Growth Award designee for eleven years and desires to emphasize tree-planting by focusing on tree planting and related activities; and

WHEREAS, the Forestry commission will sponsor a commemorative tree planting at Wendell Holmes Elementary School on Friday, April 29th.

NOW, THEREFORE, I, David G. Pope, President of the Village of Oak Park and Board of Trustees, do hereby proclaim Friday, April 29th, 2011, as Arbor Day, commemorated by a ceremonial tree planting at Wendell Holmes Elementary School, and urge all citizens to support efforts to protect our existing trees, assist the Village's Forestry Program, and plant trees to gladden the hearts and promote the well-being of present and future generations.

DATED, this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

PROCLAMATION

EARTH MONTH

APRIL, 2011

WHEREAS, in 1970, Senator Gaylord Nelson proposed to the Congress of the United States that a special day be set aside to celebrate and promote environmental awareness, called Earth Day, which is observed on April 22nd; and

WHEREAS, the Village of Oak Park has made a commitment to preserving and enhancing the quality of the environment by appointing residents to serve on the Environment and Energy Citizens' Advisory Commission; and

WHEREAS, the Village of Oak Park and the Oak Park Environment & Energy Commission support the "Green Wednesdays" environmental lecture series to be held at the Oak Park Public Library on April 6th, April 13th, April 20th and April 27th; and

WHEREAS, the Village of Oak Park in partnership with the Oak Park Environment & Energy Commission and the Oak Park Board of Health will host an Unused Medication collection sponsored by the Cook County Department of Environment at the Oak Park Public Works Center on Saturday, April 2nd; and

WHEREAS, the Village of Oak Park will sponsor a clothing recycling event at the Oak Park Public Works Center on Saturday, April 9th, "The Great Paint Exchange" at the Oak Park Public Works Center on Saturday, April 16th, and a shredded paper recycling event at the Oak Park Public Works Center on Saturday, April 30th; and

WHEREAS, the Village of Oak Park and Keep Oak Park Beautiful have assisted St. Edmund's Elementary Schools to begin their worm composting programs; and

WHEREAS, the Village of Oak Park will host the 2nd Annual Oak Park Earth Fest event to be held at the Public Works Center and throughout the community on Saturday May 21st; and

WHEREAS, the Village of Oak Park has long been recognized as a leader in providing recycling opportunities for residents, schools and public institutions.

NOW, THEREFORE, I, David G. Pope, President of the Village of Oak Park and Board of Trustees, do hereby proclaim the Month of April, 2011, as EARTH MONTH and ask citizens, businesses, government agencies and other organizations to strive to recycle whenever possible, encourage environmental responsibility and promote environmental awareness, not only during this month but throughout the year.

DATED this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

PROCLAMATION

OLDER AMERICANS MONTH – MAY 2011

WHEREAS, Oak Park is a community that includes over 7,100 citizens aged 60 and older; and

WHEREAS, the older adults in Oak Park are among our most “treasured resources,” united by historical experiences, strengthened by diversity, and interpreting events through varied perspectives and backgrounds to bring wisdom and insight to our community; and

WHEREAS, increasing numbers of adults are reaching retirement age and remaining strong and active for longer than ever before; and

WHEREAS, the older adults in Oak Park deserve recognitions for the contributions they have made and will continue to make to the culture, economy, and character of our community and our nation; and

WHEREAS, our community can provide that recognition and respect by improving the quality of life for older Americans by increasing their opportunities to remain active and engaged in community life; providing individualized services and support systems to maintain the dignity, independence, and self-determination of older Americans as they age and combating ageist attitudes by honoring their past, present, and future contributions.

NOW, THEREFORE, I, David G. Pope, President of the Village of Oak Park and the Board of Trustees, join with the Federal Administration on Aging to hereby proclaim May 2011 to be Older Americans Month, and that the third week of May 2011 be designated as “Celebrating Seniors Week” in the Village of Oak Park. We urge every citizen to take time this month to honor our older adults and the professionals, family members, and volunteers who care for many of them. Our recognition and involvement with older Americans can enrich our entire community’s quality of life.

ADOPTED and APPROVED by me this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**Citizen Boards and Commissions
Vacancies**

UPDATED: 3/15/2011

Committee Name	Total Members	Number of Vacancies	Expired but Serving*	Total # Needed
BUILDING CODES ADVISORY COMMISSION	9	3	0	3
CITIZEN INVOLVEMENT COMMISSION	9	2	0	2
COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE	9	1	0	1
COMMUNITY RELATIONS COMMISSION	9	2	0	2
CITIZEN POLICE OVERSIGHT COMMITTEE	7	1	0	1
COMMUNITY DESIGN COMMISSION	13	3	1	4
ENVIRONMENTAL & ENERGY ADVISORY COMMISSION	9	0	0	0
FARMERS MARKET COMMISSION	11	2	0	2
FIRE AND POLICE COMMISSION	3	0	0	0
FORESTRY COMMISSION	7	1	0	1
HEALTH, BOARD OF	7	0	0	0
HISTORIC PRESERVATION COMMISSION	11	0	0	0
HOUSING AUTHORITY	7	0	0	0
HOUSING PROGRAMS ADVISORY COMMITTEE	7	1	0	1
LIQUOR CONTROL REVIEW BOARD	5	0	0	0
MADISON STREET COALITION	13	1	0	1
PLAN COMMISSION	9	2	0	2
PUBLIC ART ADVISORY COMMISSION	11	1	0	1
TELECOMMUNICATIONS COMMISSION	5	4	0	4
TRANSPORTATION COMMISSION	7	0	0	0
UNIVERSAL ACCESS COMMISSION	7	0	0	0
ZONING BOARD OF APPEALS	7	2	0	2
TOTAL	182	26	1	27

Bolded CBACs need members

APPOINTMENTS

21 MARCH 2011

Building Codes Advisory Commission

Reappoint as Member:

Tim Kelly
810 Wenonah Ave.
708-848-1281

Term expires 4-21-14

Appoint as Member:

Mark Nussbaum
837 Hayes Ave.
708-524-5023

Term expires 3-21-14

Board of Health

Reappoint as Member:

Rhoda Bernstein
531 N. Humphrey
708-386-9166

Term expires 4-21-14

Kamana Mbekeani
1230 N. Kenilworth
773-387-8865

Term expires 3-17-14

Citizen Police Oversight Committee

Appoint as Member:

James Downing
517 S. Scoville Ave.
708-434-5884

Term expires 3-21-14

Historic Preservation Commission

Reappoint as Member:

Garret Eakin
1000 Woodbine
708-445-1670

Term expires 4-9-14

Reappoint as Member:

Frank Heitzman
213 S. Euclid
708-386-5450

Term expires 4-21-14

Reappoint as Member:

Drew Niermann
1151 S. Harvey
708-373-3023

Term expires 4-21-14

Housing Programs Advisory Commission

Reappoint as Member:

April Lasker
916 S. Austin, #2
708-227-9093

Term expires 4-21-14

Plan Commission

Appoint as Member:

David Mann
713 Clarence Ave.
708-848-8573

Term expires 3-21-14

Public Art Advisory Commission

Appoint as Member:

William Greffin
338 N. Kenilworth
708-386-1776

Term expires 3-21-14

A

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY


Item Title: Resolution Authorizing a Contract with Cerniglia Company for Sewer Bulkhead Repair at Erie and Scoville

Resolution or Ordinance No. _____

Date of Board Action **March 21, 2011**

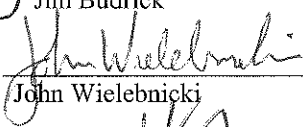
Staff Review:

Village Engineer



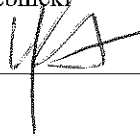
Jim Budrick

Director of Public Works



John Wielebnicki

Village Manager's Office



Item History (Previous Board Review, Related Action, History,):

In late February, 2011 a report was made concerning a sink hold developing at the intersection of Erie Street and Scoville Avenue. Upon further investigation and a detailed inspection, it was found that a bulkhead on six foot diameter sewer connection had collapsed, resulting in a sink hole developing on the street above. The sewer is located in the center of the intersection 30 feet below the street surface.

The Engineering Division had shared the inspection results with a few of the consulting engineers they work with and developed two repair options. One was to rebuild the bulkhead from inside the existing manhole chamber. The second was to construct a shaft to replace the bulkhead from the outside. The second option requires the temporary relocation of three utility lines which run above this sewer line.

A Request for Proposals (RFP) was sent out to thirteen contractors seeking a response by Monday, March 14, 2011. Responses were received from four contractors for each of two options. The lowest most responsible proposal was submitted by Cerniglia Company of Melrose Park, Illinois in the amount of \$165,000.

Item Policy Commentary (Key Points, Recommendation, Background):

Given the emergency nature of this work it is recommended that a contract be awarded to Cerniglia Company to perform this repair work. Work is being programmed for the week of March 28th, 2011 to take advantage of Spring Break at the High School.

Item Budgetary Commentary:

Funds for this work will be taken from the Sewer Division Budget. Following is a summary of the accounts and amounts recommended from each line item.

Account Number	Budget Amount	Amount Used for Contract
5050-43750-781-560633 (Roadway Maintenance)	\$450,000	\$65,000
550-43750-781-570707 (Capital Improvements)	\$ 1,177,500	\$100,000

Note: the 2011 Proposed Capital Improvement Program will postpone one block of sewer main work to allow for this emergency work to take place so as not to have to increase the budget.

Proposed Action:

Approve the Resolution.

RESOLUTION

AUTHORIZING EXECUTION OF A CONTRACT WITH THE CERNIGLIA COMPANY FOR SEWER BULKHEAD REPAIR AT ERIE AND SCOVILLE

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a contract with The Cerniglia Company of Melrose Park, Illinois , in an amount not to exceed \$165,000. The contract shall conform substantially to the contract attached hereto as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract Bond

We, The Cerniglia Company 3421 Lake Street, Melrose Park, Illinois 60160 as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "VOP") in the penal sum of **One Hundred Sixty Five Thousand Dollars and 00/100 (\$165,000.00)**, to be paid unto said VOP, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, 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 Principal has entered into a written contract with the VOP acting through its awarding authority for the construction of work on the above section, 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 the Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; 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 him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said 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 hold the VOP and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, **2011**

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, seals and authorized signatures of each contractor must be affixed.)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____, **2011**

Notary Public

Approved this **21st** day of **March, 2011**

Attest:

Teresa Powell, Village Clerk

Village of Oak Park
(Awarding Authority)

Thomas W. Barwin
Village Manager

(Seal)

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011

Thomas W. Barwin
LAW DEPARTMENT



Contract

1. THIS AGREEMENT is made and concluded on the 21st day of March, 2011 by **The Cerniglia Company 3421 Lake Street, Melrose Park, Illinois 60160** and between the Village Of Oak Park acting by and through its President & Board of Trustees, and, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Call for Proposals, Plans and Specifications for **Sewer Bulkhead Repair at Erie and Scoville, No Dig Repair Option**
 - b. Cerniglia's Proposal
 - c. The Contract Bond
3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Village Engineer under it.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village Of Oak Park

Teresa Powell, Village Clerk
(Seal)

By _____
Thomas W. Barwin,
Village Manager

The Cerniglia Company.

By: _____
Signature

Printed Name

Its: _____
Title

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011


LAW DEPARTMENT



V

Sewer Bulkhead Repair at Erie and Scoville

Proposal Bid Bond

WE Cerniglia Company, Inc., 3421 W. Lake Street, Melrose Park, IL 60160 as PRINCIPAL, and Travelers Casualty and Surety Company of America as SURETY, are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 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 proposal to the VOP acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract 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 contract, 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 contract 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 14th day of March, A.D. 20 11

PRINCIPAL

Cerniglia Company, Inc. (Company Name) (Company Name)

By: Louis NAPOLITANO, PRESIDENT (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)

SURETY

Travelers Casualty and Surety Company of America (Name of Surety) Oscar F. Rincon (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF DuPage

I, Brenda D. Hockberger, a Notary Public in and for said county, do hereby certify

that Oscar F. Rincon and Louis NAPOLITANO

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY.)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 14th day of March, A.D. 20 11

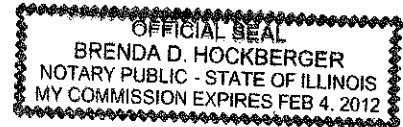
NOTICE

- 1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires 2/4/2012

Brenda D. Hockberger Notary Public

RETURN THIS PAGE WITH BID





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222964

Certificate No. 003948755

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Erik Janssens, Jane Bronson, Michael Damewood, Rosemary Muliere, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Marva Miller, Thomas N. Tague, Brenda D. Hockberger, Meredith Day, Carlina A. Jewell, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Heather Meyer, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, David Letcher, Andrew Stontz, Ann Mulder, Gabriel Jacquez, Amber E. Armand, Matthew Donovan, Joanna L. Leggett, Matthew Tobias, and Nenad Osmanovic

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of October, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 28th day of October, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 20 11.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ORIGINAL

VILLAGE OF OAK PARK

PROJECT: Sewer Bulkhead Repair at Erie and Scoville

DATE ISSUED: 3-8-2011

**CALL FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:**

Sewer Bulkhead Repair at Erie and Scoville

The Village of Oak Park will receive proposals at the Public Works Center, Engineering Department, Monday through Friday, 8:30 a.m. to 5:00 p.m., at 201 South Boulevard, Oak Park, Illinois 60302. Proposals will be accepted through Monday 3-14-2011, until 4:00 PM (local time).

PROPOSALS MUST BE ENCLOSED IN SEALED ENVELOPES

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

The documents constituting component parts of their contract are the following:

- I CALL FOR PROPOSALS
- II PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
- III DETAILED Plans and Specifications (on disk)
- IV PROPOSAL FORM
- V PROPOSAL BID BOND
- VI CONTRACTOR CERTIFICATIONS
- VII TAX COMPLIANCE AFFIDAVIT
- VIII AFFIDAVIT OF COMPLIANCE
- IX E.E.O. REPORT
- X NO PROPOSAL EXPLANATION

Do not detach any portion of their document. Upon formal award to the successful vendor, a Purchase Order will be issued to complete their contract.

PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Award of Contract:

The contract will be awarded to that responsible vendor whose proposal, conforming to the invitation for proposals, will be most advantageous to the Village; price and other factors considered.

Evaluation of Proposals:

Criteria used to evaluate the proposals submitted include, but are not limited to, the following factors:

- Technical competence as evidenced by the proposal submitted;
- Experience in industry;
- References;
- Financial capacity of the Offerers;
- Firm's commitment to fair employment practices;
- Reasonableness of the cost proposal.

Preparation and Submission of Proposal:

The vendor must submit their proposal on the forms furnished. All proposals must be delivered to the office of the Village Engineer, by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals that are delivered after the specified hour will not be accepted regardless of the post-marked time on the envelope. All blank spaces on the proposal form must be completed, if applicable. Authorized signature must be by an officer whose title shall be stated. Proposals submitted shall be sealed in an envelope and marked as stated on the cover page. The proposal is contained in their document and must remain attached thereto when submitted.

Taxes not Applicable:

The Village of Oak Park as a municipality pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should be excluded from quotations.

Withdrawal of Proposals:

Any vendor may withdraw their proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. However, no vendor shall withdraw or cancel their proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals; the successful vendor shall not withdraw or cancel their proposal after having been notified by the department that said proposal has been accepted by the Village Board of Trustees.

The Village Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal unless the vendor includes a restrictive limitation.

Competency of Vendor:

No proposal will be accepted from or contract awarded to any person, firm or corporation that appears to be in default, or in any debt of any contract. The vendor, if requested, must present evidence to the Village of Oak Park of ability and possession on necessary facilities and financial resources to comply with the terms of the attached specifications and proposals.

Catalogs:

Each vendor shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work they proposes to furnish.

Conditions:

Vendors are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

Consideration of Proposals:

The department shall represent and act for the Village in all matters pertaining to their proposal and contract in conjunction therewith. The Village reserves the right to reject any or all proposals and to disregard any informality on the proposals when in its opinion, the best interest of the Village will be served by such action. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears of is in default to the Village of Oak Park upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or had failed to perform faithfully any previous contract with the Village.

The vendor, if requested, must present within forty-eight (48) hours evidence satisfactory to the Village of Oak Park of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

Subletting of Contract:

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the contractor from their obligations or change the terms of the contract.

Village Ordinances and Prevailing Wages:

The contractor shall strictly comply with all ordinances of the Village of Oak Park and laws of the State of Illinois. This contract is also subject to current Prevailing Wage Act.

Use of Trade Names:

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the item the vendor proposes to furnish is identified. If the vendor proposes to furnish an "equal," or "equivalent," the proposed "equal" or "equivalent" item must be so indicated in the written proposal. The Village shall be the sole determiner of the equality of the substitute offer to the original.

Inspection:

The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have rejected by the Village of Oak Park as not in accordance with the terms of the contract specifications shall be replaced by the contractor at no cost to the Village.

Deliveries:

All material shipped to the Village of Oak Park must be shipped F.O.B. designated location, Oak Park, Illinois.

Interpretation of Contract Documents:

Any vendor in doubt as to the true meaning of any part of the specifications or other contract documents may request an interpretation thereof from the Department. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the vendor, or in the event, the Village of Oak Park deems the interpretation substantive, the interpretation will be made by written addendum issued by the department and oral explanations will be binding.

In the event that a written addendum needs issuing, either because of a change in the specifications initiated by the Village, a copy of such addendum needs mailing to all prospective vendors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the vendor's responsibility to obtain all addenda issued. Vendors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Hold Harmless:

Vendor agrees to indemnify, save harmless and defend the Village of Oak Park, its agents, servants and employees, and each of them against and hold it and them harmless for any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting for such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by their contract.

Termination of Contract:

The Village reserves the right to terminate the whole or any part of their contract, upon written notice to the Vendor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park.

The Village further reserves the right to terminate the whole or any part of their contract, upon written notice to the Vendor, in case of default by the Vendor. Default is defined as failure of the Vendor to perform any of the provisions of their contract or failure to make sufficient progress to endanger performance of their contract in accordance with its terms. In case of default and termination, the Village may procure, upon such terms and in such manner, as the Village of Oak Park may deem appropriate, supplies or services similar to those so terminated. The Vendor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village of Oak Park that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Vendor.

Insurance:

The Contractor shall keep in force at all times during the performance of their contract insurance as required herein. Contractor shall not commence work under the contract until all the required insurance has been obtained and until the agency has been furnished with Certificates of Insurance stating that such policies will not be canceled, transferred or terminated prior to written notice to the agency. The Contractor shall not allow any subcontractors to commence work on any subcontract until insurance as required by contract has been obtained and certificates furnished. All insurance shall be in form and substance and issued by companies satisfactory to the agency and shall be of the following kinds and with at least the following limits of coverage:

1. Worker's Compensation Insurance with amounts of coverage sufficient to provide for all compensation levels and amounts as mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.
2. The Village, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees or volunteers.

Limits for the above coverage will be at \$1,000,000/\$1,000,000 for both bodily injury and property damage.

3. The Village, its officers, officials, employees, and volunteers are to be covered as insureds as respects Automobile Liability Insurance in amounts not less than

\$1,000,000/\$1,000,000 and Property Damage Liability Insurance in amounts not less than \$200,000 if any teams of motor vehicles are engaged in operations within the terms of their contract on the site of the work to perform thereunder.

Such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of their contract on the site of the work to be performed unless coverage is included in the insurance specifications in Paragraph 2 of their Section.

4. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
5. Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
6. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. Whenever possible, the Contractor should attempt to secure the above listed coverages on an "occurrence" basis, as opposed to a "claim-made" basis.
7. The Contractor shall include the Village as an additional named insured on both General and Auto Liability policies. All insurance premiums shall be paid without cost to the agency. Additionally, an endorsement stating the same will be provided to the Village.
8. The Contractor shall keep and hold the Village harmless from and against all costs, damages, claims, or expenses it may suffer, incur or sustain or become liable for, or on account of any injury to or death of its employees or to any other person, or damage to or injury to real estate or personal property causes by or arising out of the services to be performed.

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.

SPECIAL CONDITIONS

Accuracy Disclaimer

The Vendor shall thoroughly acquaint himself with the existing areas and conditions.

Financial Statements

Vendor also agrees that they will provide proof of financial stability by Dun and Bradstreet Report or financial statement, if called upon to do so. Failure to prove financial responsibility is cause for disqualification from their proposal.

Inspections

The Village reserves the right to visit and inspect the premises and operation of any Vendor.

Investigation of Vendors

The Village will make such investigations as are necessary to determine the ability of the Vendor to fulfill proposal requirements. The Vendor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and supplies similar to that included in their proposal. It shall be at the sole discretion of the Village to reject any proposal if it is determined the Vendor does not fully demonstrate its ability to carry out the obligations of the contract.

Literature

Vendor must supply with their proposal latest printed specifications and advertising literature on the materials or supplies they propose to furnish.

Miscellaneous Requirements

The Village will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of their request. Emphasis should be on completeness and clarity of content.

The Vendor is prohibited from assigning, transferring, conveying, subletting or otherwise therein its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the Village.

Vendor Qualifications

Vendor will provide a general inventory, description and status of their Company. Vendor shall have owned and operated their company for at least five (5) years and must give evidence of same.

References

The Vendor shall furnish a minimum of four (4) references from accounts that you are supplying similar service that you are proposing.

VENDOR REFERENCES

<u>Name</u>	<u>Address</u>	Contact Person & Phone No.	<u>Location</u>	<u>Starting Date</u>
1. VILLAGE OF MELROSE PARK		MIKE CARPANO		1085315360
2. VILLAGE OF BELLWOOD		REGGIE ALEXANDER		1085413542
3. VILLAGE OF BROADVIEW		MATT AMES		1084918669
4. VILLAGE OF WESTCHESTER		JOHN FECAROTTA		1083450041

State the number of years in business

84

State the number of current personnel on staff

12

III

DETAILED SPECIFICATIONS FOR

Sewer Bulkhead Repair at Erie and Scoville

INSTRUCTIONS TO VENDORS

The Village of Oak Park is seeking a firm to repair a failed bulkhead in a sewer junction chamber at the intersection of Erie Street and Scoville Avenue. The sewer junction chamber has an internal diameter of 8.5 feet and has an approximately depth of 30 feet to the invert. Vendors shall submit prices for two different repair alternatives. The first alternative is a traditional open cut repair and the second alternative is a no-dig repair. Detailed plans and specifications for both repair options are included. An internal inspection video of the sewer junction chamber is included on the DVD with the contract plans and proposal forms.

Tentatively, the contract for this work is expected to be awarded on March 21, 2011. The goal is to have construction started the week of March 28, 2011 which is spring break for Oak Park River Forest High School. All work shall be completed by June 1, 2011.

General Requirements: The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park, the attached Plans and Special Provisions, and the Illinois Department of Transportation "Standard Specifications for the Road and Bridge Constructions", Adopted January 1, 2007 (hereinafter referred to as the "Standard Specifications"), the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2007 (and / or as indicated on the check sheet included herein), the "Standard Specifications for Traffic Control Items", and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids.

Section III
Repair Alternate 1
Open Cut Repair of Sewer Bulkhead Special Provision

OPEN-CUT REPAIR OF BULKHEAD AND EPOXY LINING

Description:

This work shall consist of dewatering the sewer pipe; excavating to bottom of sewer junction chamber at the bulkhead and pouring a new concrete bulkhead; removing and replacing 8 inch water main in areas of work; coordinating work with Nicor so they can isolate the portion of the 12 inch gas main in conflict; coordinating with ComEd so they can support their duct; repairing areas of deterioration within the chamber and installing an epoxy coating system to non-wet areas of the chamber; and restoring the street pavement.

All work shall be according to OSHA requirements for permit-required confined spaces.

WATER MAIN REMOVAL AND REPLACEMENT

Description:

This work shall consist of installing a gate valve and valve box on the Scoville north of the proposed excavation, removing the existing 8" water main in conflict with excavating for sewer bulkhead repair; and replacing the 8 inch water main following the sewer repair.

Construction Requirements:

The Contractor shall coordinate location of proposed 8 inch gate valve with Com Ed to avoid conflicts with supports for their duct. The Contractor shall install an 8 inch resilient wedge gate valve rated for 250 psi with mechanical joints and mega lugs to the existing 8 inch ductile iron pipe. The Contractor shall install a temporary cast iron valve box on top of the gate valve. The Contractor shall cut the 8 inch water main at the southern limit of the sewer repair excavation and install an 8 inch mechanical joint cap. The Contractor shall remove the portion of the water main in conflict with the sewer repair and replace the 8 inch water main with two mechanical joint solid sleeves with mega lugs upon completion of the repair. The Contractor shall bury the new valve in the open position and backfill all excavations with porous granular backfill.

Measurement and Payment:

Water main removal and replacement shall be paid lump sum. Pavement removal, earth excavation, and porous granular backfill shall be incidental to water main removal and replacement.

Section III
Repair Alternate 1
Open Cut Repair of Sewer Bulkhead Special Provision

NICOR GAS COORDINATION

Description:

This work shall consist of coordinating work with Nicor. Nicor will excavate and install isolation valves on the 12 inch gas main outside of the sewer repair excavation to allow for the Contractor to remove the 12 inch gas main over the proposed repair.

Construction Requirements:

The Contractor shall coordinate location of proposed gas isolation valves with Nicor. The Contractor shall backfill the sewer repair up to the bottom of the existing 12 inch gas main. The Contractor shall coordinate any shoring to remain to allow for Nicor to replace the 12 inch gas main in the sewer repair excavation. The Contractor shall backfill the sewer repair excavation after Nicor complete all repair work. The Contractor shall replace all pavements from Nicor work.

Measurement and Payment:

Nicor Gas Coordination shall not be measured for payment. Porous granular backfill in the sewer repair trench shall be included in the sewer repair item. Pavement replacement shall be measured and paid per square yard.

COM ED ELECTRIC COORDINATION

Description:

This work shall consist of coordinating work with Commonwealth Edison. Com Ed will support their duct on Erie Street during construction. The Contractor shall coordinate the excavation and water main replacement work with Com Ed to allow for their duct support system.

Measurement and Payment:

Com Ed Coordination shall not be measured for payment.

Section III
Repair Alternate 1
Open Cut Repair of Sewer Bulkhead Special Provision

DEWATERING SEWER PIPE

Description:

The work shall consist of minimizing the sewage flow in the 8.5' diameter sewer by furnishing and installing sand bags or other approved methods to divert water at the upstream junction chamber at East Avenue and Erie Street.

Construction Requirements:

The Contractor shall install sand bags or other methods approved by the Engineer at the sewer junction chamber at East Ave and Erie Street to divert sewage into the East Ave sewer. All material used to divert sewage shall not wash downstream and shall be completely removed upon completion and curing of shotcrete wall. Sewer diversion shall also be required for Raven lining application a minimum of 28 days after the shotcrete wall has cured.

Measurement and Payment:

Dewatering of sewer pipe shall paid as lump sum for all labor, material, and equipment, to divert sewage. Lump sum price shall include multiple installations and removals.

OPEN CUT REPAIR OF SEWER BULKHEAD

Description:

The work shall consist of open cut trenching to the bottom of the existing sewer junction chamber, removing debris from inside of the junction chamber, cleaning and preparing surfaces to receive concrete; furnishing and installing epoxy coated steel reinforcement; and installing poured in place concrete wall. This work shall include all shoring and backfilling with porous granular backfill.

Materials:

Epoxy coated steel reinforcement shall be according to Section 508 and Article 1006.10. Non-shrink grout shall be according to Section 1024.

Portland Cement Concrete shall be according to Section 1020 except that the minimum 14 day compressive strength shall be 4000 psi. The Contractor shall submit a mix design with for the concrete.

Construction Requirements:

Section III
Repair Alternate 1
Open Cut Repair of Sewer Bulkhead Special Provision

The Contractor shall submit a trenching and protective systems (shoring) plan which is signed and sealed by a registered professional engineer in accordance with OSHA Standard 1926.652(b) and (c).

The Contractor shall excavate to the bottom of the existing sewer junction chamber to expose the failed bulkhead. All excavated material shall be disposed of unless approved by the Engineer. A Clean Construction and Demolition Debris form will be provided to the Contractor prior to awarding the contract. All trenches shall be backfilled with porous granular backfill.

The poured in place concrete bulkhead shall be according to Section 503. The Contractor shall remove all loose or deteriorated concrete in the area of the proposed concrete wall. The Contractor shall use a small diameter drill to locate existing reinforcement prior to drilling for #7 bars. The location of the #7 bars shall be adjusted to avoid existing reinforcement. Holes shall be blown clean and dry prior to placing non-shrink grout. The Contractor shall install epoxy coated steel reinforcement according to the contract drawings. All reinforcement shall have a minimum of 3 inches of concrete encasement. The Contractor shall wash the surface of the area to receive concrete and achieve a saturated surface dry condition prior to concrete application.

Measurement and Payment:

Open Cut Repair of Sewer Bulkhead shall be paid as lump sum.

JUNCTION CHAMBER RESTORATION AND EPOXY LINING SYSTEM

Description:

The work shall consist of repairing areas of corrosion and deterioration within the junction chamber, preparing surfaces for application of epoxy lining system, and furnishing and installing an ultra high build epoxy coating to the non-wet areas of the junction chamber, including the shotcrete wall. The contractor shall not install the epoxy lining system until the concrete wall has cured for a minimum of 28 days.

Materials:

Repair mortar shall be a fast setting, calcium aluminate cementitious product design for use on concrete as a repair mortar and formulated to be compatible with epoxy top coating. Repair mortar shall be Raven 700 as manufactured by Raven Lining Systems, Tulsa, Oklahoma or approved equal meeting the following requirements:

- a. Product Type: Calcium aluminate mortar

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- b. Compressive Strength, psi (ASTM C109): >1,800 @ 24 hours
- c. Adhesion to Concrete, psi (ASTM C882): >1600 psi
- d. Adhesion to Concrete, psi (ASTM D7234): >150 psi
- e. Density of wet mix: 100 – 110 lbs./ft³.

Epoxy coating system shall be Raven 405 as manufactured by Raven Lining System, Tulsa, Oklahoma or approved equal meeting the following requirements:

- 1. Product Type: amine cured epoxy
- 2. VOC Content (ASTM D2584): 0%
- 3. Compressive Strength, psi (ASTM D695): 18,000 (minimum)
- 4. Tensile Strength, psi (ASTM D638): 7,500 (minimum)
- 5. Flexural Modulus, psi (ASTM D790): 600,000 (minimum)
- 6. Adhesion to Concrete, mode of failure (ASTM D4541):
Substrate (concrete) failure
- 7. Chemical Resistance (ASTM D543/G20) all types of service for:
 - a. Municipal sanitary sewer environment
 - b. Sulfuric acid, 30%
 - c. Sodium hydroxide, 5%

Construction Requirements:

Existing reinforcement bars shall be cleaned of concrete and corrosion by blast cleaning or other methods approved by the Engineer. Surfaces shall be prepared by high pressure water jetting, abrasion blasting, shotblasting, detergent water cleaning, and/or hot water blasting, without damaging the existing substrate. All surfaces shall be free of all contaminants prior to application of repair mortar and epoxy coating system. Repair mortar shall have a minimum thickness of ½ inch. All repair products shall be installed according to manufactures' specification. The Contractor shall apply an epoxy coating system to all non-wet surfaces of the junction chamber including the concrete wall. The epoxy coating shall have a minimum wet film thickness of 125 mils. Epoxy coating shall be applied to one inch below normal flow level and a minimum of one inch past each sewer lateral connection and all joints between the junction chamber and the existing sewer main. The epoxy coating shall be terminated at a saw cut key within the pipe. The Contractor shall provide detailed video inspection of the sewer junction chamber prior to installing epoxy coating system to confirm all patching work and surface preparation and again after installation of epoxy coating system for final inspection.

Measurement and Payment:

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Junction chamber restoration shall be measured for payment as the installed area of epoxy coating system in square feet. All repair patches and mortar shall be incidental to the epoxy coating system.

PAVEMENT REPLACEMENT

Description:

The work shall consist of providing traffic control and protection and construction fencing for the duration of the project, removing and replacing a minimum of 20 feet combination curb and gutter B6.12, removing and resetting or supporting existing street light pole, removing and replacing existing pavements damaged due to the sinkhole and construction activities, and restoring damaged parkways from construction.

Construction Requirements:

The Contractor shall install, maintain, and remove temporary construction fencing around the perimeter of the construction site. Construction fencing shall not block access to fire hydrants. Fencing posts shall be driven into the ground through cored holes in pavement. Anchoring fence posts with sandbags or other methods shall not be allowed. Fence posts shall be spaced 10 feet apart. Fence posts and fabric shall extend 10 feet above finished grade. The Contractor shall provide vehicle gates which shall be locked at the end of each work day.

The Contractor shall install traffic control devices according to applicable Illinois Department of Transportation (IDOT) Standards, MUTCD guidelines, and according to the Engineer, to close the intersection for all approaching traffic except that eastbound traffic on Erie Street shall be permitted to make south bound turns onto Scoville at all times during construction unless directed by the Engineer. Traffic control devices shall be according to Illinois Department of Transportation (IDOT) Standard 701901. Traffic control and protection shall be according to Section 701 and applicable standards.

Pavement replacement shall consist of full depth sawcutting of the existing pavement at the limits of replacement; full depth pavement removal; preparing the existing subgrade; installing 4 inches of subbase type B according to Section 311; removal and replacement of 20 feet of concrete curb and gutter; installing 8 inches of High Early Strength PCC Base Course with No. 6 epoxy coated rebar drilled and grouted into exiting pcc base course at 30 inch centers according to Section 353; installing Bituminous Prime Coat , 3 inches of HMA Binder Course IL-19 N50 PG 64-22; and 2 inches of HMA Surface Course Mix D N50 IL-9.5 PG64-22 according to Section 406.

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Parkway restoration shall consist of removing existing areas damaged by construction, installing up to 4 inches of pulverized topsoil, installing sod, and initial watering of sod after installation.

Measurement and Payment:

Traffic Control and Protection will not be measured for payment and shall be incidental to all work. Temporary construction fencing will not be measured for payment and shall be incidental to all work. Parkway Restoration shall be incidental to all work. Removing and resetting street light pole shall be incidental. Curb and gutter removal and replacement shall be incidental to all work. Pavement Replacement shall be measured and paid per square yard.

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Repair Alternate 2
No-Dig Repair of Sewer Bulkhead Special Provision

**NO-DIG REPAIR OF BULKHEAD USING SHOTCRETE
WALL, GROUTING, AND EPOXY LINING**

Description:

This work shall consist of dewatering the sewer pipe; cleaning debris from the junction chamber; furnishing and installing a steel reinforced wet mix shotcrete wall inside of the existing sewer junction chamber; grouting soil voids outside of the junction chamber using both compaction grouting and weak slurry grouting; repairing areas of deterioration within the chamber and installing an epoxy coating system to non-wet areas of the chamber; and restoring the street pavement.

All work shall be according to OSHA requirements for permit-required confined spaces.

DEWATERING SEWER PIPE

Description:

The work shall consist of minimizing the sewage flow in the 8.5' diameter sewer by furnishing and installing sand bags or other approved methods to divert water at the upstream junction chamber at East Avenue and Erie Street.

Construction Requirements:

The Contractor shall install sand bags or other methods approved by the Engineer at the sewer junction chamber at East Ave and Erie Street to divert sewage into the East Ave sewer. All material used to divert sewage shall not wash downstream and shall be completely removed upon completion and curing of shotcrete wall. Sewer diversion shall also be required for Raven lining application a minimum of 28 days after the shotcrete wall has cured.

Measurement and Payment:

Dewatering of sewer pipe shall be paid as lump sum for all labor, material, and equipment, to divert sewage. Lump sum price shall include multiple installations and removals.

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DEBRIS REMOVAL

Description:

This work shall consist of removing and disposing debris inside of the junction chamber. The Contractor shall review the inspection dvd to estimate the volume of material to be removed.

Construction Requirements:

The Contractor shall completely remove all debris to allow for the installation of the shotcrete wall and prevent any debris from washing downstream. The Contractor shall install shoring to prevent additional debris from entering the chamber.

Measurement and Payment:

Debris removal shall be paid as lump sum for all labor, material, and equipment necessary to remove debris from inside of the sewer junction chamber and install shoring.

SHOTCRETE WALL

Description:

The work shall consist of cleaning and preparing surfaces to receive shotcrete; furnishing and installing epoxy coated steel reinforcement; and installing shotcrete wall.

Materials:

Epoxy coated steel reinforcement shall be according to Section 508 and Article 1006.10. Nonshrink grout shall be according to Section 1024.

The Contractor shall submit a mix design with test results for the shotcrete with a minimum 14 day compressive strength of 4000 psi and an air content of hardened in-place shotcrete between 4% and 8%. The Contractor shall submit the dosage and type of accelerator to be used. Shotcrete shall achieve a high early strength to allow for shorter work cycles.

Construction Requirements:

The Contractor shall remove all loose or deteriorated concrete in the area of the proposed shotcrete wall.

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The Contractor shall use a small diameter drill to locate existing reinforcement prior to drilling for #7 bars. The location of the #7 bars shall be adjusted to avoid existing reinforcement. Holes shall be blown clean and dry prior to placing nonshrink grout. The Contractor shall install epoxy coated steel reinforcement according to the contract drawings. Reinforcement mats shall be spaced nominally 10 inches apart. All reinforcement shall have a minimum of 3 inches of shotcrete encasement. Bars shall either be lapped on top of each other relative to the shotcrete shooting orientation or if lapped side-by-side they shall be spaced apart a minimum of three times the diameter of the larger bar.

The Contractor shall wash the surface of the area to receive shotcrete and achieve a saturated surface dry condition prior to shotcrete application. Shotcrete shall be applied by a nozzleman with American Concrete Institute Shotcrete Nozzleman Certification. Shotcrete shall be applied in lifts not to exceed 4 inches in thickness. Shotcrete shall be applied according to ACI 506R and shall be done in a manner that results in maximum densification and does not result in cold joints, laminations, sandy areas, voids, sags, or separations.

Shotcrete shall be finished using trowels to achieve a smooth vertical wall.

The Contractor shall install grout tubes, or ports, through the proposed shotcrete wall and any shoring prior to applying shotcrete if compaction grouting is to be performed through the proposed wall. The location and spacing of the grout tubes shall be coordinated with the grouting contractor and approved by the Engineer.

Measurement and Payment:

Shotcrete wall shall be paid as lump sum for all reinforcement steel, labor, materials, and equipment to install the shotcrete wall.

COMPACTION GROUTING

Description:

The work shall consist of performing compaction grouting in the area adjacent to the failed bulkhead outside of the sewer chamber from a depth below the chamber to the top of chamber with sand/cement/fly ash grout with injection pipes. Compaction grouting shall not be performed until the shotcrete wall has achieved a minimum compressive strength of 3500 psi.

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General:

The responsibilities of the Contractor include project control, supervision, labor, materials, and equipment to accomplish the following items of work:

- Submit a detailed grouting plan to the Owner or Owners representative for review prior to beginning of work.
- Install Grout Pipes
- Monitor ground, shotcrete wall, and existing structure movements during grouting operations.
- Perform grouting program under the supervision of personnel experienced in grouting for settlement control.
- Compaction grouting shall be installed from a depth of 30 feet below finished grade to a depth of 17 feet below grade (2 feet below junction chamber to top of junction chamber).
- Compaction grout shall have a minimum 28-day compressive strength of 800 psi and a slump between two and three inches.

Quality Control:

Quality control shall be the responsibility of the grouting Contractor. Due to the specialized nature of the grouting operation required to perform the specified stabilization, proposals will only be accepted from pre-qualified grouting contractors. To apply for pre-qualification, the grouting Contractor shall submit a list of compaction grouting projects undertaken in the past five years. At least three of the grouting projects specified shall be of equivalent difficulty and/or scope. No Contractor will be considered acceptable without a minimum of five years experience in compaction grouting.

Cylinders must be taken by the Contractor daily or when the mix design changes. Cylinders shall be 3"x 6". Three cylinders shall be taken and marked with the date and time of day taken. Cylinders shall be broken at 7 and 28 days with the remaining cylinder being held. A testing laboratory certified by the Owner shall test cylinders.

The work plan must be submitted to the Owner for review and comments a minimum of 5 calendar days prior to commencement of work in the field. The work plan shall contain the following:

- The proposed mix design
- Hole layout and spacing
- System used to monitor movement or surface or structures
- Estimate of the duration of the work time in the field
- Grout pump manufacturer, model number, and pressure capacities
- Refusal criteria

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The intent of the grouting is to produce a 15% improvement in the density of the base material within the limits shown on the drawing.

The location of the compaction grouting is shown on the drawings with the majority of grouting to be performed in the area behind the failed bulkhead.

PART 2 – PRODUCTS

EQUIPMENT:

The equipment used to mix and pump grout shall be specifically designed for this purpose. Because of the high pressure involved, all equipment including hoses, couplings, gauges, and pipes shall be able to operate to the maximum requirements stated in these specifications. The mixing and grout pump system shall be designed to provide continuous flow of the grout mixture without interruption during any single hookup for a specific stage due to inadequate batching or pump feed capacity.

Grout Mixing System: The grout mixing system shall be capable of thoroughly mixing grout over the specified range. Grout shall either be supplied by transit mix or mixed on site. For each batch of transit mixed grout, a ticket shall be issued by the mix plant stating the amount of Sand, Cement, Flyash, Water, any additives, the time mixed, amount of water added at the site, and the time the truck has fully discharged. Any grout over 3 hours old shall be wasted unless it can be demonstrated that extended hold time has no detrimental effect. On site mixing systems shall be capable of precisely measuring, recording, and mixing all materials.

Grout Pump System: The grout pump shall include a positive displacement type pump with variable speed capabilities. The grout pump shall have the capability of injecting grout at a pressure of 800 psi. The pump shall have a maximum capacity of .05 cfm and minimum of up to 5 cfm. Pumps shall be equipped with remote controls for operation in vicinity of the probe collar to control the injection process.

Grout Delivery System: The grout delivery system shall consist of hoses, couplings, and pipes compatible with the equipment used for this work and shall be capable of withstanding the pressures delivered by the pump. Pressure gauges shall be provided at the pump discharge and at the top of the injection pipe to monitor pressure.

Pressure Gauges: All pressure gauges shall be adequately protected from the grout with suitable gauge savers to provide accurate pressure reading on a continuous basis and shall be calibrated to a Master Gauge prior to use.

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Grout Injection Volume Measure System: There shall be reliable mechanical means of measuring the quantity of grout pumped in every stage of within 0.25 cf.

MATERIALS

Sand: Sand shall conform to ASTM C-3

Cement: Cement (if used) shall be Type I or Type II Portland and free of contamination. Cement shall be either supplied in water resistant paper bags or in bulk. Cement containing lumps shall be rejected or screened to remove lumps.

Flyash: Flyash (if used) shall conform to ASTM C-618 and be either Class C or Class F.

Lime: Lime (if used) shall be hydrated agricultural lime. Lime shall be supplied in water resistant paper bags or in bulk. Lime containing lumps shall be rejected or screened to remove lumps.

Water: Water shall be clean and free from contamination. Volume shall be as necessary to achieve the desired slump.

Admixtures: Admixtures such as a superplastizer or a pumping aid may be added to increase set time or improve pumpability.

GROUT PIPE INSTALLATION:

The grout pipes shall be installed utilizing the primary and secondary sequence. The adjacent primary grout pipes shall be grouted prior to installing or injection into the secondary pipes. The secondary pipes shall be used to verify the densification of the soil strata.

The pipes shall be either drilled or driven. The end of the pipe must be sealed to prevent soil from entering the pipe during installation. The injection pipes shall be installed to prevent grout leakage and/or premature upward movement of the casing during injection of high-pressure compaction grout.

Pipes shall be steel of sufficient diameter and wall thickness to allow the grout to be placed over the range of slumps and to the pressures as specified.

GROUT INJECTION:

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Grout shall be mixed on site or provided from a transit mix grout truck. The slump of the mix shall not exceed 3 inches. Grout shall be injected at a rate not to exceed 4.0 cfm unless authorized by the Owner.

Grouting pressure shall be continuously monitored at the surface connection to the injection pipe with a suitable protected gauge. A grid pattern for primary injection pipes shall be established and the grout shall be injected beginning at the lower depth of the grouting limits as shown in the plans.

The grouting process shall progress in stages within each injection pipe using the bottom up method. The bottom up method stages start at the bottom of the grout pipe, at least 1 ft into the underlying dense material, progressing upward at 2 ft maximum intervals. The ground surface and adjacent structures shall be monitored at all times during grout injection for surface movement, or heave. Pre-established monitor points on any structure shall be monitored during grout injection. Grout injection shall cease for any given stage when movement is detected or when maximum injection pressure is reached or when a sudden drop in pressure is noted. Pressure shall drop when the injection pipe is raised or the pipe will be considered plugged and shall be removed and reinstalled or cleaned out by a wash hose from the surface.

After completion of primary grouting, a secondary grid pattern, split spacing the first grid pattern injection points, shall be established. Grouting in secondary holes shall proceed as described for primary holes. Quantities for the secondary stage shall be compared with grout injection during the primary stage to ensure the subsurface material is becoming densified. The Owner shall be notified of the quantities placed in the secondary holes before further split spacing or an area is determined complete.

The compaction grout pumping rates and pressures shall be carefully controlled.

Any hole lost due to Contractor negligence or error shall be replaced at no charge to the Owner.

TESTING AND QUALITY CONTROL:

The Contractor shall pay the cost of sampling and testing.

All daily drilling, grouting, and testing reports shall be submitted to the Owner within 24 hours. A level control system will be installed and operated by the Contractor for use during grouting. Changes in elevation of the control points shall be tabulated and submitted to the Owner at the completion of the project.

Drilling reports shall contain at least the following information: Name of grouting technician, grout mix, quantity injected per stage, date, rate of pumping,

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beginning and final pressure obtained in each stage, and the reason for refusal, such as refusal pressure, movement of surface, movement of a structure.

PROTECTION OR WORK AREA CLEANUP:

During the work operations the Contractor shall take such precautions as may be necessary to permit drill cuttings, equipment exhaust, oil, wash water, and grout from defacing and/or damaging the surrounding area.

The Contractor shall furnish such pumps as may be necessary to care for wastewater and grout from their operations and shall cleanup all waste resulting from operations.

MEASUREMENT AND PAYMENT:

Mobilization and DeMobilization will be incidental to compaction grouting. Injection pipes shall be incidental to compaction grouting. Compaction Grout shall be measured by the cubic yard successfully placed. Compaction Grout shall be paid for by the cubic yard successfully placed.

Grout wasted at the direction of the Owner as a result of grout hole refusal will be paid the cost specified. Measurement and payment will be made by the cubic yard.

SLURRY GROUTING

Description:

The work shall consist of performing weak slurry grouting in the area above the sewer chamber into the existing trench backfill to fill any voids and ensure compaction and prevent settlement of aggregate backfill.

Material:

The Contractor shall submit a mix design prior to installing the weak slurry grout. The slurry shall be a low viscosity grout used to infiltrate and fill voids in the aggregate backfill. The slurry shall be diggable with hand tools after curing.

Construction Requirements:

The responsibilities of the Contractor include project control, supervision, labor, materials, and equipment to accomplish the following items of work:

- Submit a detailed grouting plan to the Owner or Owners representative for review prior to beginning of work.

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- Install Grout Pipes
- Monitor ground and existing structure movements during grouting operations.

Slurry grouting shall terminate 1 foot below the bottom of the 12 inch gas main.

Measurement and Payment:

Mobilization and DeMobilization will be incidental to slurry grouting. Injection pipes shall be incidental to slurry grouting. Slurry Grout shall be measured by the cubic yard successfully placed. Slurry Grout shall be paid for by the cubic yard successfully placed.

JUNCTION CHAMBER RESTORATION AND EPOXY LINING SYSTEM

Description:

The work shall consist of repairing areas of corrosion and deterioration within the junction chamber, preparing surfaces for application of epoxy lining system, and furnishing and installing an ultra high build epoxy coating to the non-wet areas of the junction chamber, including the shotcrete wall. The contractor shall not install the epoxy lining system until the shotcrete wall has cured for a minimum of 28 days.

Materials:

Repair mortar shall be a fast setting, calcium aluminate cementitious product design for use on concrete as a repair mortar and formulated to be compatible with epoxy top coating. Repair mortar shall be Raven 700 as manufactured by Raven Lining Systems, Tulsa, Oklahoma or approved equal meeting the following requirements:

- a. Product Type: Calcium aluminate mortar
- b. Compressive Strength, psi (ASTM C109): >1,800 @ 24 hours
- c. Adhesion to Concrete, psi (ASTM C882): >1600 psi
- d. Adhesion to Concrete, psi (ASTM D7234): >150 psi
- e. Density of wet mix: 100 – 110 lbs./ft³.

Epoxy coating system shall be Raven 405 as manufactured by Raven Lining System, Tulsa, Oklahoma or approved equal meeting the following requirements:

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1. Product Type: amine cured epoxy
2. VOC Content (ASTM D2584): 0%
3. Compressive Strength, psi (ASTM D695): 18,000 (minimum)
4. Tensile Strength, psi (ASTM D638): 7,500 (minimum)
5. Flexural Modulus, psi (ASTM D790): 600,000 (minimum)
6. Adhesion to Concrete, mode of failure (ASTM D4541):
Substrate (concrete) failure
7. Chemical Resistance (ASTM D543/G20) all types of service for:
 - a. Municipal sanitary sewer environment
 - b. Sulfuric acid, 30%
 - c. Sodium hydroxide, 5%

Construction Requirements:

Existing reinforcement bars shall be cleaned of concrete and corrosion by blast cleaning or other methods approved by the Engineer. Surfaces shall be prepared by high pressure water jetting, abrasion blasting, shotblasting, detergent water cleaning, and/or hot water blasting, without damaging the existing substrate. All surfaces shall be free of all contaminants prior to application of repair mortar and epoxy coating system. Repair mortar shall have a minimum thickness of ½ inch. All repair products shall be installed according to manufactures' specification. The Contractor shall apply an epoxy coating system to all non-wet surfaces of the junction chamber including the shotcrete wall. The epoxy coating shall have a minimum wet film thickness of 125 mils. Epoxy coating shall be applied to one inch below normal flow level and a minimum of one inch past each sewer lateral connection and all joints between the junction chamber and the existing sewer main. The epoxy coating shall be terminated at a saw cut key within the pipe. The Contractor shall provide detailed video inspection of the sewer junction chamber prior to installing epoxy coating system to confirm all patching work and surface preparation and again after installation of epoxy coating system for final inspection.

Measurement and Payment:

Junction chamber restoration shall be measured for payment as the installed area of epoxy coating system in square feet. All repair patches and mortar shall be incidental to the epoxy coating system.

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PAVEMENT REPLACEMENT

Description:

The work shall consist of providing traffic control and protection for the duration of the project, removing and replacing 20 feet of combination curb and gutter B6.12, removing and replacing existing pavements damaged due to the sinkhole and construction activities, and restoring damaged parkways from construction.

Construction Requirements:

The Contractor shall install traffic control devices according to applicable Illinois Department of Transportation (IDOT) Standards, MUTCD guidelines, and according to the Engineer, to close the intersection for all approaching traffic except that eastbound traffic on Erie Street shall be permitted to make south bound turns onto Scoville at all times during construction unless directed by the Engineer. Traffic control devices shall be according to Illinois Department of Transportation (IDOT) Standard 701901. Traffic control and protection shall be according to Section 701 and applicable standards.

Pavement replacement shall consist of full depth sawcutting of the existing pavement at the limits of replacement; full depth pavement removal; preparing the existing subgrade; installing 4 inches of subbase type B according to Section 311; removal and replacement of 20 feet of concrete curb and gutter; installing 8 inches of High Early Strength PCC Base Course with No. 6 epoxy coated rebar drilled and grouted into existing pcc base course at 30 inch centers according to Section 353; installing Bituminous Prime Coat , 3 inches of HMA Binder Course IL-19 N50 PG 64-22; and 2 inches of HMA Surface Course Mix D N50 IL-9.5 PG64-22 according to Section 406.

The Contractor shall thoroughly compact the existing trench backfill to the satisfaction of the Engineer before installing proposed pavement.

Parkway restoration shall consist of removing existing areas damaged by construction, installing up to 4 inches of pulverized topsoil, installing sod, and initial watering of sod after installation.

Measurement and Payment:

Traffic Control and Protection will not be measured for payment and shall be incidental to all work. Parkway Restoration shall be incidental to all work. Curb and gutter removal and replacement shall be incidental to all work. Pavement Replacement shall be measured and paid per square yard.

IV
PROPOSAL FORM

The undersigned proposes to perform the work according to the contract plans and as specified in Section III, "Detailed Specifications for Sewer Bulkhead Repair at Erie and Scoville," of this call for proposals.

REPAIR ALTERNATE 1: OPEN CUT REPAIR OF SEWER BULKHEAD

PAY ITEM	QUANTITY	UNIT	UNIT PRICE \$-	TOTAL PRICE \$-
WATER MAIN REMOVAL AND REPLACEMENT	1	LUMP SUM	12000 -	12000 -
DEWATERING SEWER PIPE	1	LUMP SUM	7000 -	7000 -
OPEN CUT REPAIR OF SEWER BULKHEAD	1	LUMP SUM	109670 -	109670 -
JUNCTION CHAMBER RESTORATION	900	SQ FT	30 -	27000 -
PAVEMENT REPLACEMENT	225	SQ YD	110 -	24750 -

TOTAL COST OF REPAIR ALTERNATE 1: OPEN CUT REPAIR = 180,420⁰⁰

REPAIR ALTERNATE 2: NO-DIG REPAIR OF BULKHEAD WITH SHOTCRETE WALL

PAY ITEM	QUANTITY	UNIT	UNIT PRICE \$-	TOTAL PRICE \$-
DEWATERING SEWER PIPE	1	LUMP SUM	7000 -	7000 -
DEBRIS REMOVAL	1	LUMP SUM	14000 -	14000 -
SHOTCRETE WALL	1	LUMP SUM	53400 -	53400 -
COMPACTION GROUTING	10	CU YD		
SLURRY GROUTING	1 10	CU YD LUMP SUM	51500 -	51500 -
JUNCTION CHAMBER RESTORATION	900	SQ FT	30 -	27000 -
PAVEMENT REPLACEMENT	110	SQ YD	110 -	12100 -

TOTAL COST OF REPAIR ALTERNATE 2: NO-DIG REPAIR = 165,000⁰⁰

Proposal Signature: _____

State of ILLINOIS)

County of COOK)

LOUIS NAPOLITANO
(Type Name of Signee)

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

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

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

Dated: 3-14-2011

CERNIGLIA CO
Organization Name
(Seal - If Corporation)

PROPOSAL FORM (cont.)

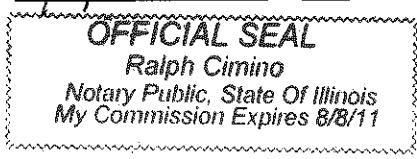
By: _____
Authorized Signature

3421 LAKE ST, MELROSE PARK, ILL 60160
Address

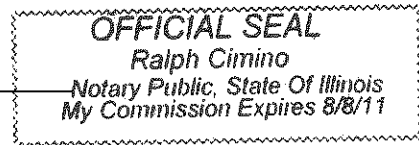
708 343 8584
Telephone

Subscribed and sworn to before me this 14TH day of MARCH 20 11

Ralph Cimino



Ralph Cimino
Notary Public



In the State of ILLINOIS

My Commission Expires: 8-8-11

(Complete Applicable Paragraph Below)

(a) Corporation

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

CERNIGLIA CO and is organized and existing

under the laws of the State of ILLINOIS

The full names of its Officers are:

President LOUIS NAPOLITANO

Secretary RALPH CIMINO

Treasurer BARBARA NAPOLITANO

PROPOSAL FORM (cont.)

The corporation does have a corporate seal. (In the event that this proposal 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

Name, Signature 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 Vendor is a Sole Proprietor whose full name is

_____. If the Vendor 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



V

WE
as PRINCIPAL, and

are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as the VOP) for the total bid price, as specified in the invitation for bids. We bind ourselves, our heirs, 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 we have submitted a written proposal to the VOP acting through its awarding authority for the construction of the _____ section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract for the faithful performance of the work, and furnish evidence of the required insurance coverage, as provided in Specifications; otherwise 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 contract 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. 20 _____

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.)

SURETY

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY.)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 20 _____

NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires _____

Notary Public

RETURN THIS PAGE WITH BID

BOND IN TRANSIT -
TO BE HAND DELIVERED
TO V.O.P. FEATHWITH
G. Cimino
CORPORATE SECRETARY
CERNIGLIA Co. 3/14/2011

CONTRACTOR'S CERTIFICATION
(PROPOSAL)

CERNIGLIA CO, as part of its proposal on a contract for
(name of contractor)

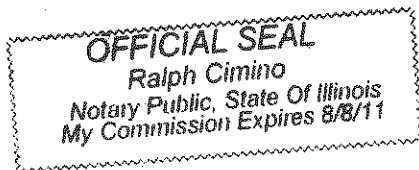
BULKHEAD REPAIR to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is not barred from proposing on the aforementioned contract 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 Requirements".

By: [Signature]
(Authorized Agent of Contractor)
LOUIS NAPOLITANO, PRESIDENT

Subscribed and sworn to
before me this 14TH day of
MARCH, 2011.

[Signature]
Notary Public

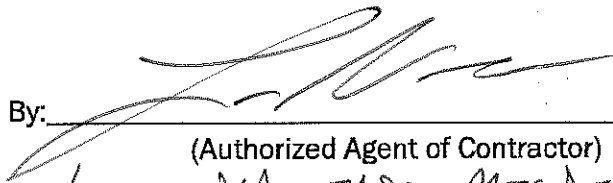


CONTRACTOR'S CERTIFICATION
(PROPOSAL)

CERNIGLIA CO, as part of its proposal on a contract for
(name of contractor)


BULKHEAD REPAIR to the Village of Oak Park, hereby
(general description of item(s) proposal on)

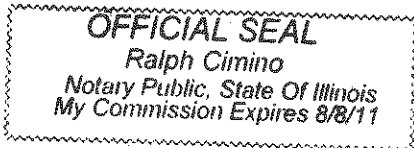
certifies that said contractor is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

By: 
(Authorized Agent of Contractor)
LOUIS NAPOLITANO, PRESIDENT

Subscribed and sworn to

before me this 14TH day of
MARCH, 2011.


Notary Public



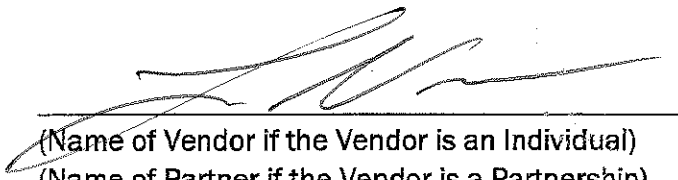
TAX COMPLIANCE AFFIDAVIT

LOUIS NAPOLITANO, being first duly sworn, deposes and

says: that he/she is PRESIDENT of
(partner, officer, owner, etc.)

CERNIGLIA CO
(contractor)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from contracting 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 proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.



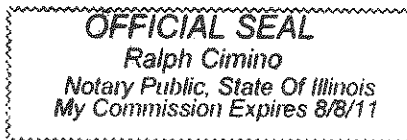
(Name of Vendor if the Vendor is an Individual)
(Name of Partner if the Vendor is a Partnership)
(Name of Officer if the Vendor is a Corporation)

LOUIS NAPOLITANO

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

Subscribed and sworn to this 14TH day of MARCH, 2011.

Ralph Cimino
Notary Public



VIII

FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE

NOTE: This affidavit must be executed and submitted with the signed proposal form. No proposals can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the proposal.

LOUIS NAPOLITANO, being first duly sworn, deposes and says that
(name of person making the Affidavit)

PRESIDENT of CEANIGLIA CO and that he/she
(Title or Office) (Name of Company)

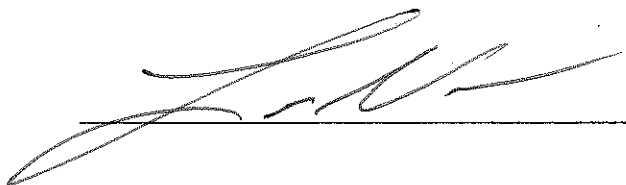
has the authority to make the following affidavit; that he/she has the knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and

understands the contents thereof; that he/she certifies hereby that CEANIGLIA CO
(Name of

_____ is an "Equal Opportunity Employer" as defined by Section 2000
company)

(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.

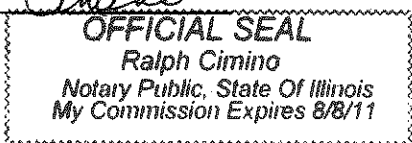


Subscribed and sworn to before

me this 14TH day of

MARCH, 2011.

Ralph Cimino
Notary Public



IX

VILLAGE OF OAK PARK
E.E.O. 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 proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Finance Department at 708-358-5472.

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

1. Vendor Name: CEANIGLIA CO

2. Check here if your firm is:
 MBE
 WBE
 Non-MBE/WBE

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

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

VIII (Continued)
 VILLAGE OF OAK PARK
 EEO REPORT

Vendor Name CEANIGLIA CO
 Total Employees 12

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	1	1											
Professionals	1	1											
Technicians													
Sales Workers													
Office & Clerical	1		1										
Semi-Skilled													
Laborers	9	1											
Service Workers		2											
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.

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

LOUIS NAPOLITANO, being first duly sworn, deposes and says that he/she is the PRESIDENT
 (Name of Person Making Affidavit) (Title or Officer)

of CEANIGLIA CO 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 14TH day of MARCH, 2011.

3-14-2011
 (Date)

(Signature)

Ralph Cimino
OFFICIAL SEALARY PUBLIC
 Ralph Cimino
 Notary Public, State of Illinois
 My Commission Expires 8/8/11

AFFIDAVIT OF M/WBE STATUS

I am Vice President of H.J. Mohr & Son, Co. and have authority to execute this affidavit on behalf of this firm. I Karen Richards do
(Name of Affiant)

heraby certify that:

1. This firm is a (Check one Only
 - 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.)
2. COPIES OF ALL MBE, WBE OR DBE CERTIFICATIONS HAVE BEEN ATTACHED.
3. The following information will be provided upon written request, through the Prime Contractor or, if no Prime, directly to the Village of Oak Park.
 - a) Actual work performed on any project and the payment thereof; and,
 - b) Any proposal changes, in the status of the firm, which would render this affidavit null and void.
 - c) Further verification of the indicated status

Signature: Karen Richards

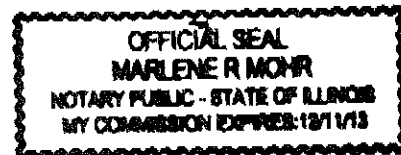
Date: 3/14/11

Corporate Seal (where appropriate)

This instrument was acknowledged before me this 14 day of MARCH By KAREN RICHARDS VICE President
(or other authorized officer) of H.J. MOHR & SONS CO
(Firm Name)

Marlene R. Mohr
(Notary Public Signature)

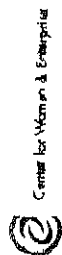
Commission Expires: 12/11/13



Notary Seal



Women's Business Enterprise National Council
 in partnership with
 Women's Business Development Center - Chicago
 certifies that the criteria for certification as a



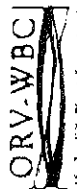
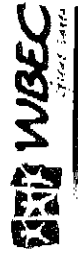
WOMEN'S BUSINESS ENTERPRISE ENTERPRISE

(WBE)

has been met by



H. J. Mohr & Sons Co.



Women's Business Enterprise
 National Council
WBENC

Carol Dougal

Authorized by S. Carol Dougal, Co-President



Expiration Date: 06/05/2011
 Certificate Number: 2006110812
 SIC Code(s): 3273
 NAICS Codes: 327320

Hedy M. Ratner

Authorized by Hedy M. Ratner, Co-President,
 Women's Business Development Center - Chicago



X

NO PROPOSAL EXPLANATION

If your firm does not wish to propose on the attached specifications, please return this proposal along with any comments you may have that prevented your firm from submitting a proposal.

Thank you.

Comments:

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

B


Item Title: Resolution Authorizing Execution of a Contract with Schroeder & Schroeder for Project 11-4, Local Alley Improvements

Resolution or Ordinance No. _____

Date of Board Action March 21, 2011

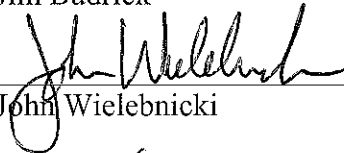
Staff Review:

Village Engineer



Jim Budrick

Director of Public Works



John Wielebnicki

Village Manager's Office



Item History (Previous Board Review, Related Action, History, Etc.):

Bids were opened on Thursday, March 10, 2011 for Project 11-4, Local Alley Improvements. A total of 7 contractors picked up proposal documents. Four of the 7 contractors submitted bids and the low bid was submitted by Schroeder & Schroeder in the amount of **\$647,923.87**

The advertisements for the project were placed in the Wednesday Journal, McGraw Hill – Dodge, Construction Research Technology, Reed Construction Data, , Black Contractors United, Federation of Women Contractors, and Hispanic Contractors Industry. A copy of the bid tabulations along with the EEO Report for the lowest bidder is attached for the Board's information.

The alleys to be reconstructed were initially selected using the IMS Pavement Management Data Base program which was created back in 1998 and updated in 2006. Those alleys which had the poorest rating as well as a multitude of other problems, such as unpaved or had constant flooding problems were put at the top of the list. In the past nine years the Village has replaced just over 140 alleys. A 5 year plan had targeted over 70 more alleys for replacement with annual average cost of about \$600,000. There are approximately 550 alleys overall throughout the Village.

The project plans includes replacing the pavement in 9 alleys in the Village as well as adding sewers and drainage structures to four of these alleys. Attached is a map showing the locations of the 9 alleys which are planned under this contract. Also included in this contract is concrete pavement patching on Garfield and North Marion Streets. Both of these streets have sections of concrete that is in need of repair. Given that the alley pavement work is similar in nature, the patching work was added because of the type of contractors bidding on the project.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

The new alleys will be constructed of finished concrete pavement and pitched to the center of the alley to improve drainage.

Item Policy Commentary (Key Points, Recommendations, Background):

Schroeder & Schroeder, Inc. is pre-qualified by the Illinois Department of Transportation to perform work of this type. They have also done work for the Village in the past and have performed satisfactorily. Based on the unit costs provided in the bids and to meet the budget for this project it is recommended that a contract be awarded to Schroeder & Schroeder in the amount not to exceed **\$647,924**.

This contract is expected to begin in May and be completed by October 31, 2011 at the latest Staff will be working with the contractor to assure compliance with the record keeping and reporting requirements outlined in the Village's policy on Minority and Women Business Enterprise Program. In addition, Staff will be working with the contractor to encourage the use of minority and woman owned sub-contractors and suppliers.

Item Budget Commentary:

A total of \$660,000 was budgeted for alleys in the 2011 Capital Improvement Program. Three of the 9 alleys in this years project is located in CDBG eligible areas and thus it is recommended to utilize those funds to pay for the work. The following table shows the accounts and amounts to be expended from each:

Fund	Account	Budgeted Amount	Amount for Contract
Capital Improvement (Alleys)	3095-43780-802-570964	\$486,000	\$476,000
CDBG	2083-43780-343-583641	\$154,000	\$154,000
Capital Improvement (Patching)	3095-43780-802-570955	\$20,000	\$17,924
Total		\$660,000	\$647,924

Proposed Action:

Approve the Resolution

Note: Full bid documents are available in the Village Clerk's office.

RESOLUTION

AUTHORIZING EXECUTION OF A CONTRACT WITH SCHROEDER & SCHROEDER OF SKOKIE, ILLINOIS FOR PROJECT 11-4 ALLEY IMPROVEMENTS

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a contract with Schroeder & Schroeder of Skokie, Illinois for Project 11-4, Alley Improvements, in an amount not to exceed \$647,924. The contract shall conform substantially to the contract attached hereto as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract Bond

We, Schroeder & Schroeder Inc. 7306 Central Park, Skokie, Illinois 60076, as PRINCIPAL, and

_____ as SURETY,
are held and firmly bound unto the Village of Oak Park (hereafter referred to as "VOP") in the penal sum of **Six Hundred Forty Seven Thousand Nine Hundred Twenty Four Dollars and 00/100 (\$647,924.00)**, to be paid unto said VOP, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, 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 Principal has entered into a written contract with the VOP acting through its awarding authority for the construction of work on the above section, 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 the Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; 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 him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said 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 hold the VOP and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, **2011**

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, seals and authorized signatures of each contractor must be affixed.)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____, **2011**

Notary Public

Approved this **21st** day of **March, 2011**

Attest:

Teresa Powell, Village Clerk

Village of Oak Park
(Awarding Authority)

Thomas W. Barwin
Village Manager

(Seal)



Contract

1. THIS AGREEMENT is made and concluded on the 21st day of March, 2011 by and between the Village Of Oak Park acting by and through its President & Board of Trustees, and **Schroeder & Schroeder, Inc.** 7306 Central Park Ave, Skokie, Illinois 60076, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Contractors, Special Provisions and Plans for **Project No. 11-4, Local Alley Improvements**
 - b. Schroeder & Schroeder's Proposal
 - c. The Contract Bond
3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Village Engineer under it.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village Of Oak Park

Teresa Powell, Village Clerk
(Seal)

By _____
Thomas W. Barwin,
Village Manager

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011
[Signature]
LAW DEPARTMENT

Schroeder & Schroeder Inc.

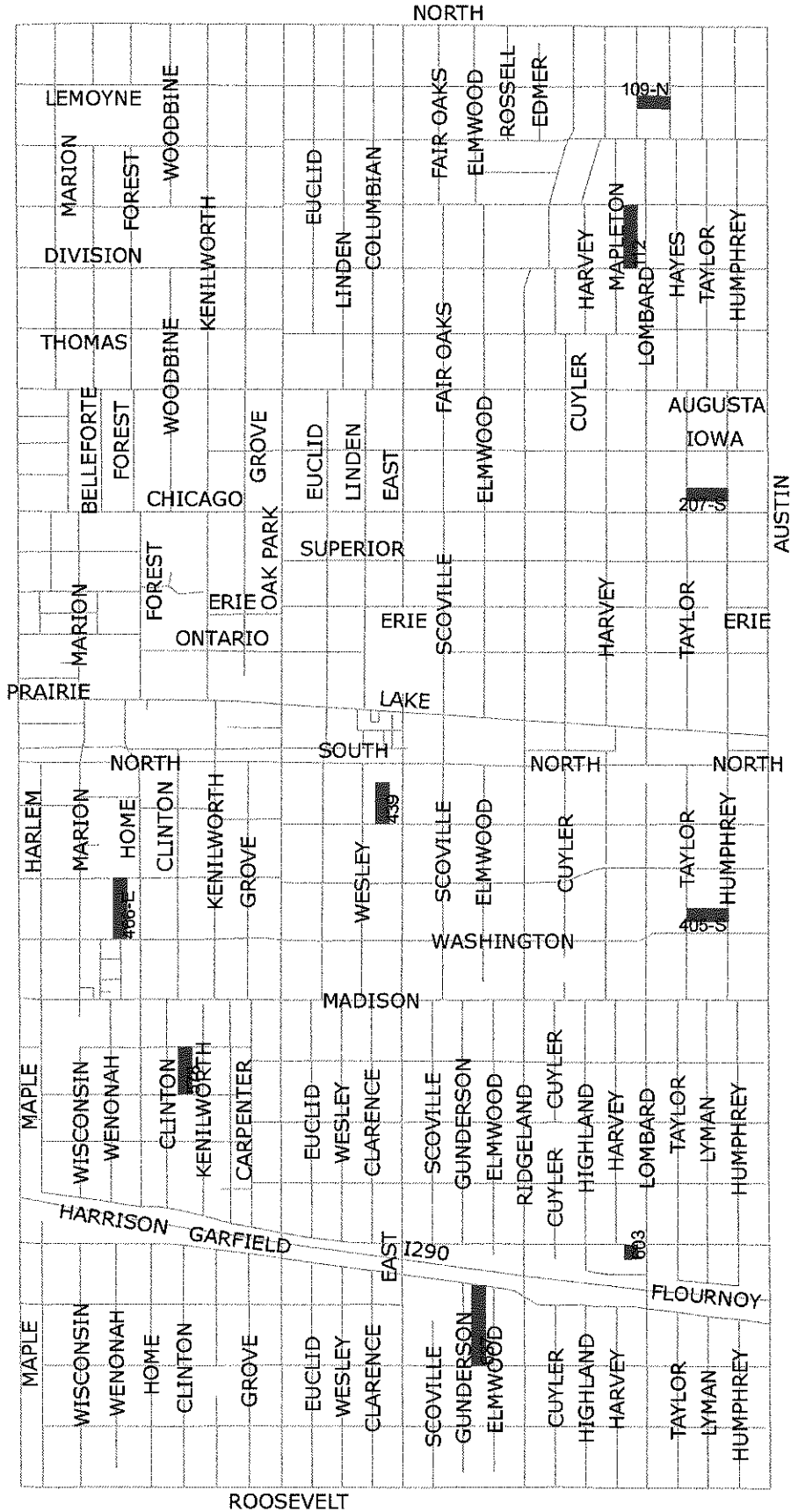
By: _____
Signature

Printed Name

Its: _____
Title

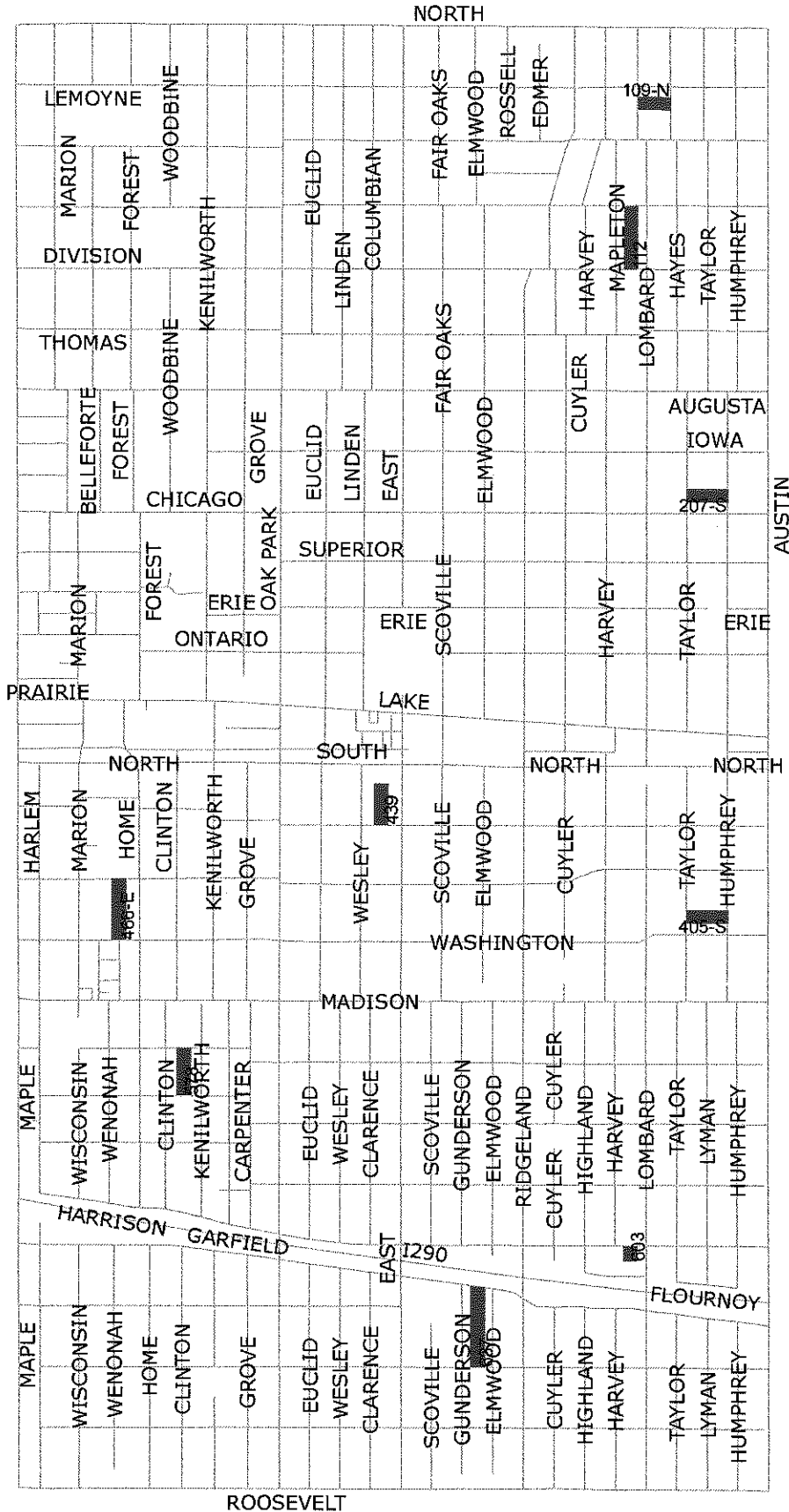
VILLAGE OF OAK PARK ALLEY IMPROVEMENT PROJECT

2011



VILLAGE OF OAK PARK ALLEY IMPROVEMENT PROJECT

2011





BIDDERS NEED ONLY RETURN THOSE PAGES IDENTIFIED AS
"RETURN THIS PAGE WITH BID"

Project Name: **Alley Improvements**

Project Number: **11-04**

Location: **VILLAGE OF OAK PARK, ILLINOIS**
Various Locations throughout the Village of Oak Park

Submitted to the President and Board of Trustees

By: SCHROEDER & SCHROEDER Inc.
Contractor's Name

7306 CENTRAL PARK
Address

SKOKIE, IL 60076
City, State, Zip

RETURN THIS PAGE WITH BID



Notice To Bidders

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302, Monday through Friday, 8:30 A.M. TO 5:00 P.M. until **11:00 A.M. on Thursday, March 10, 2011**, at which time the proposals will be publicly opened and read.

Description of Work

Name: Alley Improvements

Location: Various locations throughout the Village of Oak Park (see detailed plans for exact streets).

Proposed Improvement: In general, the improvements will consist of removal and replacement of existing concrete alley pavement; installation of storm sewers and drainage structures; replacement of garage aprons; parkway restoration; and all appurtenant work thereto. Also included in this contract is a limited amount of Concrete Pavement Patching on two Village streets.

Bidders Instructions

1. Plans and proposal forms will be available in the Office of the Village Engineer, upon payment of **\$20.00** which will not be refunded. **No plans will be issued to prospective bidders after 5 P.M.** on the working day preceding the opening of bids.
2. At the bid opening, all proposals must be accompanied by a proposal guaranty, executed by a corporate surety company (bid bond) or a bank cashier's check in the amount of 10% of the amount bid.

RETURN THIS PAGE WITH BID

The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the "Standard Specifications for Road and Bridge Construction," prepared by the Illinois Department of Transportation.

3. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:

- a. Proposal Cover
- b. Notice to Bidders
- c. Contract Proposal (I)
- d. Schedule of Prices Proposal Form (II)
- e. Proposal Bid Bond (III)
- f. Contractor's Certification (IV)
- g. Tax Compliance Affidavit (V)
- h. Fair Employment Practices Affidavit of Compliance (VI)
- i. Village of Oak Park EEO Report (VII)
- j. Participation Statement (See Attached Vendor Handbook)
 - SCHEDULE C: Village of Oak Park Letter of Intent From MBE/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
 - SCHEDULE D: Village of Oak Park M/WBE Participation
- k. Affidavit of Availability
- l. Federal Required Documents

4. This project is partially financed with Federal Community Development Block Grant (CDBG) Funds, and thus is subject to all Federal rules, regulations and guidelines (these supersede any State of Illinois requirements). Please note that the Contractor awarded the contract (and its Subcontractors) will receive no payouts from the Village until documents submitted have been reviewed and approved and all federal requirements have been met. See attached *Special Provisions* document for the Federal Contract Requirements and the Federal Wage Decision.

RETURN THIS PAGE WITH BID

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

By Order of

Jim Budrick, Village Engineer

RETURN THIS PAGE WITH BID



Proposal

(I)

1. Proposal for: **Project 11-04 Alley Improvements.**
2. The plans for the proposed work are those prepared by the Engineering Division of the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois on Monday, February 28, 2011.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" there to, adopted and in effect on the date of invitation of bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
5. **The undersigned agrees to complete all work by September 30, 2011.**
6. Accompanying this proposal is either a bid bond on Village Bond form, or a proposal guaranty check, complying with the specifications, made payable to the Village of Oak Park. The amount of the check is 10% BID BOND (\$ _____).
7. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the awarding authority.
8. Each pay item should have a unit price and a total price.
9. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

RETURN THIS PAGE WITH BID

13. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works". (see Special Provision for details).

Special Note: The Prevailing Wage Act requires maintaining and submitting Certified Payroll records monthly for all entities working on this project.

14. Proposal Guaranty Check:

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties that would be required for each individual proposal.

If the proposal guaranty check is placed in another proposal; state below where it can be found.

15. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

RETURN THIS PAGE WITH BID

SCHEDULE OF PRICES (II)

For complete information covering these items, see plans and specifications.

Fill in all unit prices and totals shown on the following pages.

RETURN THIS PAGE WITH BID

ITEM #	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL
				PRICE (\$)	PRICE (\$)
1	EARTH EXCAVATION	CU YD	868	20 ⁰⁰	17360 ⁰⁰
2	SUB-BASE GRANULAR MATERIAL, TYPE B	CU YD	860	20 ⁰⁰	17200 ⁰⁰
3	PCC JOINTED HES PAVEMENT WITH FIBER, 7" ALLEY	SQ YD	7803	41 ⁰⁰	319923 ⁰⁰
4	PAVEMENT REMOVAL	SQ YD	7803	8 ⁰⁰	62424 ⁰⁰
5	BIT. CONCRETE SURFACE REMOVAL, VAR. DEPTH	SQ YD	478	6 ⁰⁰	2868 ⁰⁰
6	BIT. CONCRETE SURFACE COURSE, VAR. DEPTH	TON	55	135 ⁰⁰	7425 ⁰⁰
7	SAWCUTTING PAVEMENT (FULL DEPTH)	LIN FT	5962	.01	59 ⁶²
8	COMB. CONC. CURB AND GUTTER, TY B-6.12 (MOD)	LIN FT	1071	14 ⁰⁰	14994 ⁰⁰
9	COMBINATION CURB AND GUTTER REMOVAL	LIN FT	1071	3 ⁰⁰	3213 ⁰⁰
10	REMOVE & REPLACE BARRIER CURB 7" - 12"	LIN FT	120	20 ⁰⁰	2400 ⁰⁰
11	REMOVAL & REPLACEMENT OF PCC DRIVEWAYS, 6"	SQ YD	1074	39 ⁰⁰	41886 ⁰⁰
12	SIDEWALK REMOVAL	SQ FT	798	.50	399 ⁰⁰
13	PCC SIDEWALK, 5"	SQ FT	798	4 ⁰⁰	3192 ⁰⁰
14	PROTECTIVE COAT	SQ YD	9519	.50	4759 ⁵⁰
15	STRUCTURES TO BE ADJUSTED	EACH	4	250 ⁰⁰	1000 ⁰⁰
16	TRENCH BACKFILL	CU YD	379	35 ⁰⁰	13265 ⁰⁰
17	CATCH BASIN, TYPE A, 4' DIA., TYPE 1 FR, OPEN LID	EACH	4	3000 ⁰⁰	12000 ⁰⁰
18	INLET, TY A, TY1 FR, OPEN LID	EACH	7	1000 ⁰⁰	7000 ⁰⁰
19	STORM SEWER, TYPE 2, 8" PVC SDR 26 ASTM D-3034	LIN FT	1860	36 ⁰⁰	66960 ⁰⁰
20	PAVEMENT REM. AND REPLACEMENT FOR SEWERS	SQ YD	50	50 ⁰⁰	2500 ⁰⁰
21	CONNECTION TO EXISTING COMBINED SEWER	EACH	4	600 ⁰⁰	2400 ⁰⁰
22	AGGREGATE FOR TEMPORARY ACCESS	CU YD	15	5 ⁰⁰	75 ⁰⁰
23	PARKWAY RESTORATION	L SUM	1	1000 ⁰⁰	1000 ⁰⁰
24	TRAF. CNTRL AND PROTECTION - ALLEYS	L SUM	1	3000 ⁰⁰	3000 ⁰⁰
25	TRAF. CNTRL AND PROTECTION - CLASS B PATCHES	L SUM	1	3000 ⁰⁰	3000 ⁰⁰
26	MAINTENANCE OF ROADWAYS	L SUM	1	1500 ⁰⁰	1500 ⁰⁰
27	DUST CONTROL WATERING	L SUM	1	500 ⁰⁰	500 ⁰⁰
28	CLAY PAVERS	SQ FT	563	14 ²⁵	8022 ²⁵
29	BOLLARDS	EACH	6	200.00	1200 ⁰⁰
30	CLASS B PATCHES, TYPE I, 8 INCH	SQ YD	0	50 ⁰⁰	0
31	CLASS B PATCHES, TYPE II, 8 INCH	SQ YD	17	50 ⁰⁰	850 ⁰⁰
32	CLASS B PATCHES, TYPE III, 8 INC	SQ YD	18	50 ⁰⁰	900 ⁰⁰
33	CLASS B PATCHES, TYPE IV, 8 INCH	SQ YD	29	50 ⁰⁰	1450 ⁰⁰
34	CLASS B PATCHES, TYPE I, 9 INCH	SQ YD	16	60 ⁰⁰	960 ⁰⁰
35	CLASS B PATCHES, TYPE II, 9 INCH	SQ YD	30	60 ⁰⁰	1800 ⁰⁰
36	CLASS B PATCHES, TYPE III, 9 INCH	SQ YD	0	50 ⁰⁰	0
37	CLASS B PATCHES, TYPE IV, 9 INCH	SQ YD	173	50 ⁰⁰	8650 ⁰⁰
38	DOWEL BARS # 5	EACH	50	3 ⁰⁰	150 ⁰⁰
39	CONTINGENT CASH ALLOWANCE	LSUM	1	\$10,000.00	\$10,000.00
40	TIE BARS # 5	EACH	296	3 ⁰⁰	888 ⁰⁰
41	DOWEL BARS # 8	EACH	150	5 ⁰⁰	750 ⁰⁰
				TOTAL BID	647923.87

RETURN THIS PAGE WITH BID

II

SCHEDULE OF PRICES PROPOSAL FORM

The undersigned proposes to furnish all materials, labor and equipment necessary to perform the work as specified on the plan sheets referenced herein:

Proposal Signature: 

State of ILLINOIS

County of COOK

CHRIS SCHRÖDER
(Type Name of Signee)

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

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

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


"OFFICIAL SEAL"
RITA RUBIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/22/2014

RETURN THIS PAGE WITH BID

Organization Name

(Seal - If Corporation) SCHROEDER & SCHROEDER Inc.

By: *Chris Schroeder*
Authorized Signature

7306 CENTRAL PARK, SKOKIE, IL 60076
Address

847-933-0526
Telephone

Subscribed and sworn to before me this 10th day of March, 2011.

Rita Rubin
Notary Public

In the State of ILLINOIS

My Commission Expires: 10-22-14



(Complete Applicable Paragraph Below)

(a) Corporation

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

SCHROEDER & SCHROEDER Inc. and is organized and existing

under the laws of the State of ILLINOIS

The full names of its Officers are:

President CHRIS SCHROEDER

Secretary RITA RUBIN

Treasurer JOSEPH V. VRABEC

The corporation does have a corporate seal. (In the event that their proposal 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.)

RETURN THIS PAGE WITH BID

(b) Partnership
Name, Signature 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 Vendor is a Sole Proprietor whose full name is

_____. If the Vendor 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

Owner and / or Company Officer Information:

Please provide the Name, Social Security Number, Drivers License Number and State of Issuance of Company Own and / and Officers.

Name	Title	SS#	Drivers License	State
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION

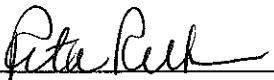
SCHROEDER & SCHROEDER INC., as part of its proposal on a contract for
(name of contractor)

ALLEY IMPROVEMENTS 11-04 to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is not barred from proposing on the aforementioned contract 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 Requirements".

By: 
(Authorized Agent of Contractor)

Subscribed and sworn before me this 10th day of March, 2011.


Notary Public



RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION (cont.)

SCHROEDER & SCHROEDER Inc., as part of its proposal on a contract for
(name of contractor)

ALLEY IMPROVEMENTS 11-04 to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

By: *Chris Schroeder*
(Authorized Agent of Contractor)

Subscribed and sworn to me this 10th day of March, 2011.

Rita Rubin
Notary Public



RETURN THIS PAGE WITH BID

V

TAX COMPLIANCE AFFIDAVIT

CHRIS SCHRÖDER, being first duly sworn, deposes and says: that he/she is PRESIDENT of (partner, officer, owner, etc.)

SCHRÖDER & SCHRÖDER INC.
(contractor)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from contracting 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 proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Chris Schroeder

(Name of Contractor if the Contractor is an Individual)
(Name of Partner if the Contractor is a Partnership)
(Name of Officer if the Contractor is a Corporation)

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

Subscribed and sworn to me this 10th day of March, 2011.

Rita Rubin
Notary Public



RETURN THIS PAGE WITH BID



Minority Business and Women Business Enterprises Requirements:

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing 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.

Reporting Requirements:

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

- VI. Fair Employment Practices Affidavit of Compliance
- VII. Village of Oak Park E.E.O. Report (2 Pages)

Disadvantaged Business Participation Reporting

In an effort to reaffirm its commitment to DBE participation the Village of Oak Park asks each general contractor bidding on Public Works Projects to report on their utilization of Minority and Women Business Enterprises. Please list the MBE/WBE companies working as sub-contractors and/or suppliers on the DBE participation statement included herewith. Feel free to make additional copies of this form if necessary and include with your bid.

RETURN THIS PAGE WITH BID

VI

**FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE**

NOTE: Their affidavit must be executed and submitted with the signed proposal form. No proposals can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the proposal.

CHRIS SCHARDEGER, being first duly sworn, deposes and says that
(name of person making the Affidavit)

PRESIDENT of SCHARDEGER & SCHARDEGER INC. and that he/she
(Title or Office) (Name of Company)

has the authority to make the following affidavit; that he/she has the knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and understands the contents thereof; that he/she certifies hereby that SCHARDEGER &
(Name of

SCHARDEGER INC. is an "Equal Opportunity Employer" as defined by Section 2000
company)

(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.

Chris Schardeger

Subscribed and sworn to before me this 10th day of March, 2011.

Rita Rubin
Notary Public



RETURN THIS PAGE WITH BID

VII

VILLAGE OF OAK PARK
E.E.O. REPORT

Please fill out the form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal. For assistance in completing their form, contact Jim Budrick (708) 358-5722.

1. Vendor Name: SCHROEDER & SCHROEDER INC.
2. Check here if your firm is:
 MBE
 WBE
 DBE
 Non-MBE/WBE

**Note if your firm is an M/WBE please fill out the attached affidavit (copies of all certification letters must be included)*

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

4. Similar information will be requested of all subcontractors working on their contract. Forms will be furnished to the low responsible bidder or contractor with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

RETURN THIS PAGE WITH BID

VII (Continued)
**VILLAGE OF OAK PARK
 EEO REPORT**

Vendor Name: SEARCHER & SEARCHERS INC
 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	2	2	1									1
Professionals	2	2										
Technicians	2	2	2									2
Sales Workers	1		1									
Office & Clerical	6	6										6
Semi-Skilled	11	11	11									11
Laborers												
Service Workers												
TOTAL	24	23	1	20	2							20
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.

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

CARL SEARCHER, being first duly sworn, deposes and says that he/she is the PRESENT (Title or Officer) of SEARCHER & SEARCHERS INC 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 10th day of March, 20 11.

Chris Schwab
 (Signature)

3-10-11
 (Date)

Rita Rubin



RETURN THIS PAGE WITH BID

Participation Statement

(1) Instructions

Refer to: Minority and Women Business Enterprise Participation Program Vendor Handbook.

Submit: Schedule C and Schedule D with Bid Documents, see pages 23-26 of the Vendor Handbook).

RETURN THIS PAGE WITH BID

SCHEDULE C:

VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

M/WBE Firm: ALZATE INC. Contract #: ALLEY IMPROVEMENTS 11-04

Address: 5132 W. LUNT City/State/Zip: SKOKIE, IL 60076

Contact Person: BERNARDO ALZATE Phone: 847-417-9029 Fax: 847-624-3256

Certification Expiration Date: 09-01-2013 Race/Gender: _____

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation.

Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/Contract:

HAULING

Indicate the Total Dollar Amount, the Percentage, and the Terms of Payment for the above-described Commodities/Services:

8200.00

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Bernardo Alzate

Signature (M/WBE)

BERNARDO ALZATE

Print Name

ALZATE INC.

Firm Name

3-10-11

Date

Chris Schroeder

Signature (Prime Bidder/Proposer)

CHRIS SCHROEDER

Print Name

SCHROEDER & SCHROEDER INC

Firm Name

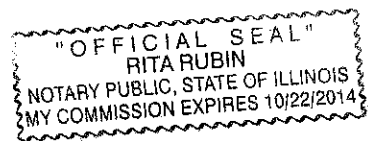
3-10-11

Date

Subscribed and sworn before me this 10th day of March, 2011.

Rita Rubin
Signature of Notary Public

(SEAL)



My Commission expires on 10-22-14

RETURN THIS PAGE WITH BID

**SCHEDULE D:
VILLAGE OF OAK PARK
M/WBE PARTICIPATION AFFIDAVIT**

Contract #: ALLEY IMPROVEMENTS 11-04 Contract Value: \$ _____

Contact Person: BERNARD ALZATE Phone: 847-417-9029 Fax: 847-674-3256

Description of Commodities/Services to be provided by the Bidder/Proposer on this Contract:

HAULING

Any questions regarding compliance with these requirements should be directed to:

Purchasing Department
The Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302
PHONE: 708.358.5471, FAX: 708.358.5470.

I, BERNARD ALZATE (print name)
hereby agree to comply with and be bound by the provisions to submit, as part of this bid/proposal, a detailed M/WBE Participation Plan with and at the time and place of the submissions of this bid/proposal; that the M/WBE Participation Plan is an element of bidder/proposer responsiveness and responsibility; and are incorporated as part of the contract; that heirs, executors, and administrators or assigns and any other persons or entities claiming by or through the bidder/proposer including but not limited to insurance companies, bonding companies, or sureties are bound by this agreement; and do declare and affirm that, to the best of my knowledge, information and belief, the facts and representations set forth in this M/WBE Participation Affidavit are true and correct, and that no material facts have been omitted.

<u><i>Bernard Alzate</i></u> Signed	<u>BERNARD ALZATE, PRESIDENT</u> Name and Title (Print)
<u>ALZATE INC.</u> Firm Name (Print)	<u>5132 W. LENT</u> Firm Address (Print)
<u>847-417-9029</u> Phone	<u>847-674-3256</u> Fax
	<u>SKOKIE, IL 60076</u> City/State/Zip

SUBSCRIBED AND SWORN before me this 10th day of March, 2011,

Peter Bell
Signature of Notary Public

(SEAL)



RETURN THIS PAGE WITH BID

CONTRACT NO: ALLEY IMPROVEMENTS 11-04
SCHEDULE D:
M/WBE PARTICIPATION AFFIDAVIT

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:
Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.

Name of M/WBE Firm: <u>ALZATE MC.</u>		Race / Gender:	
Address: <u>5132 W. LUNT</u>			
City/State/Zip: <u>SKOKIE, IL 60076</u>			
Telephone No.: <u>847.417.9029</u>		Fax: <u>847.674.3256</u>	
Contact Person: <u>BERNARDO ALZATE</u>			
Dollar Amount: \$ <u>8200⁰⁰</u>		Schedule C attached? [] Yes [] No	
Description of Commodity/Service: <u>HAULING</u>			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$		Schedule C attached? [] Yes [] No	
Description of Commodity/Service:			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$		Schedule C attached? [] Yes [] No	
Description of Commodity/Service:			

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS
ROBERT STEELE
JERRY BUTLER
WILLIAM N. BEAVERS
DEBORAH SIMS
JOAN PATRICIA MURPHY
JESUS G. GARCIA
EDWIN REYES

1st Dist.
2nd Dist.
3rd Dist.
4th Dist.
5th Dist.
6th Dist.
7th Dist.
8th Dist.

PETER N. SILVESTRI
BRIDGET GAMER
JOHN P. DALEY
JOHN A. FRITCHEY
LARRY SUFFREDIN
GREGG GOSLIN
TIMOTHY O. SCHNEIDER
JEFFREY R. TOBOLSKI
ELIZABETH ANN GOODY GORMAN

9th Dist.
10th Dist.
11th Dist.
12th Dist.
13th Dist.
14th Dist.
15th Dist.
16th Dist.
17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

December 16, 2010

Mr. Berbarido Alzate, President
Alzate Inc.
5132 W. Lunt
Skokie, IL 60077

Annual Certification Expires: January 28, 2012

Dear Mr. Alzate:

Congratulations on your continued eligibility for Certification as an **MBE (9)** by Cook County Government. This **MBE (9)** Certification is valid until **January 28, 2013**; however your firm must be revalidated annually. Your firm's next annual validation is required by **January 28, 2012**.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE (9)** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Construction: Electricians

Your firm's participation on Cook County contracts will be credited toward **MBE (9)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (9)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry ^{ex.}

Betty Hancock Perry
Director

BHP/lar



Printed on Recycled Paper



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Bernardo A Alzate
Alzate Inc.
5132 West Lunt
Skokie, IL 60077

Annual No Change Affidavit Due:

September 1, 2011

Dear Bernardo A Alzate: *VENDOR NUMBER*

51520021

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until September 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **September 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **July 3, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE if you fail to**

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

March 16, 2010

Bernardo A. Alzate
Alzate, Inc.
6132 W. Lunt
Skokie, IL 60077-3453

Dear Mr. Alzate:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and are pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next *No Change Affidavit* is due **April 1, 2011**. Notification will be sent to you sixty (60) days prior to this date.

~~This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.~~

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory under the category of **Trucking at 100% Credit specializing in Transport of Gravel, Stone, Sand, Dirt, Asphalt And Concrete.**

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.metrarail.com or by contacting your certifying agency.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,


Sandi Llano, Director
Office of DBE Administration

SL:svb/bg

Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.

ALZATE, INC.

is hereby certified as a
Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control and supersedes any authorization or listing previously issued.

Sandra Lloro
Sandra Lloro DBE Director

04/01/10
Issued

04/01/11
Expires





Schroeder & Schroeder Inc.



CONCRETE CONTRACTORS
7306 CENTRAL PARK - SKOKIE, ILLINOIS 60076
PHONE 847-933-0526 • FAX 847-933-0528

March 10, 2011

Mr. Jim Budrick
Village Engineer
Village of Oak Park
201 South Blvd
Oak Park, IL 60302

RE: 2011 Alley Improvements, 11-04

Dear Jim:

In attempt to meet the requirements, Schroeder & Schroeder Inc. requested quotes from minority concrete suppliers and sewer contractors. Unfortunately, these suppliers declined to give prices for this project. In order to remain competitive for this bid, we must go with the lowest material quote from Prairie Material and be assured Q.C. and service from our regular concrete supplier. We will be using Alzate Inc. a DBE for hauling.

If you have any further questions, please do not hesitate to contact our office.

Sincerely,

Chris Schroeder
President

RETURN THIS PAGE WITH BID

Total MBE \$ _____	%
Total WBE \$ _____	%
Grand Total MBE \$ _____	%
Grand Total WBE \$ _____	

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each partner relevant to the joint venture by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Note: If after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	_____ Name of non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this _____ day of _____, 20____, the above signed officers _____,
(names of affiants)

personally appeared and, known to me are the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Signature of Notary Public

(SEAL)

Commission Expires: _____

RETURN THIS PAGE WITH BID

NO PROPOSAL EXPLANATION

Project _____

If your firm does not wish to submit a proposal on the attached specifications, please return the *Request For Proposal* along with any comments you may have concerning the proposal or any related factors you feel were areas that prevented your firm from submitting the proposal.

Thank you.

RETURN THIS PAGE WITH BID



Contract Bond

We FILL IN CONTRACTOR'S NAME & ADDRESS HERE

_____, as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the Village of Oak Park (hereafter referred to as "VOP") in the penal sum of _____

FILL IN DOLLAR AMOUNT (SPELLED OUT) OF CONTRACT HERE

_____ Dollars (\$0,000,000.00) lawful money of the United States, well and truly to be paid unto said VOP, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, 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 has entered into a written contract with the VOP acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said 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 and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond will insure 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 said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said 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 said work shall have been accepted, and shall hold the VOP and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect. 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. 20_____

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, seals and authorized signatures of each contractor must be affixed.)

SURETY

By: _____

(Name of Surety)

(Signature of Attorney-in-Fact)

RETURN THIS PAGE WITH BID

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A. D. 20 _____.

My commission expires _____
Notary Public

Approved this Fill in day Board will Award day of Fill in Month Board will Award A. D. 20 _____

Attest:

(Village of Oak Park)

Clerk
Teresa Powell

(Chairman/Mayor/President)

Tom Barwiin, Village Manager

(Seal)

RETURN THIS PAGE WITH BID



Contract

1. THIS AGREEMENT, made and concluded the fill in awarded day of fill in awarded month between the Village Of Oak Park acting by and through its President & Board of Trustees known as the party of the first part, **and FILL IN AWARDED CONTRACTOR'S NAME** and his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans **for FILL IN PROJECT NO. AND NAME** throughout the Village Of Oak Park, approved by the Village of Oak Park, Illinois on **FILL IN DATE AWARDED** all essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The Village Of Oak Park

Clerk

By _____

Teresa Powell

Party of the First Part

Tom Barwin, Village Manager

(Seal)

(If a Corporation)

Corporate Name _____

By _____

President, Party of the Second Part

Attest:

(If a Co-Partnership)

Secretary

Partners doing Business under the firm name of

Party of the Second Part
(If an individual)

Party of the Second Part



III

Proposal Bid Bond

WE Schroeder & Schroeder as PRINCIPAL, and Liberty Mutual Insurance Company as SURETY,

are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 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 proposal to the VOP acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract 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 contract, 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 contract 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 10th day of March A.D. 20 11

Schroeder & Schroeder PRINCIPAL (Company Name) By: Chris Schroeder President (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.

Liberty Mutual Insurance Company SURETY (Name of Surety) STATE OF ILLINOIS COUNTY OF Cook (Signature of Attorney-in-Fact) Josefina Cervantes

I, Jessica Diaz a Notary Public in and for said county, do hereby certify that Chris Schroeder & Josefina Cervantes

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY.) who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument/on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 10th day of March A.D. 20 11

NOTICE

- 1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires 7/10/2013 Jessica Diaz Notary Public

RETURN THIS PAGE WITH BID



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JACQUELYN M. NORSTROM, DOROTHY J. BALLIS, JUDITH A. MCGOOGAN, JOHN P. HARNEY, JOSEFINA CERVANTES, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS**

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY MILLION AND 00/100**..... DOLLARS (\$ **20,000,000.00**.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of April, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

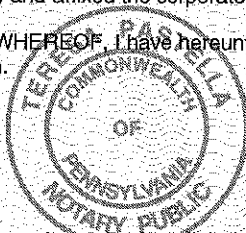
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of April, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 10th day of March, 2011.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

C

Item Title: Resolution Reserving Use of Private Activity Volume Bond Cap to fund the possible creation of industrial jobs or future affordable housing activities.

Resolution or Ordinance No. _____

Date of Board Action: March 21, 2011

Submitted by:

Director Of Finance: _____

Housing Programs Manager: _____

Village Manager's Office: _____

Item Policy Commentary (Previous Board Review, History Key Points, Current Issue, Commission Recommendation): The use of Private Activity Bonds is allowed under federal tax laws and provides the ability for issuers (usually local, state government or state agencies) to issue tax-exempt financing for activities that normally would be taxable (private) in nature. Issues of this type are granted tax-exempt status by the federal government for the public policy justification related to financing industrial or housing related activities. In these cases, the assistance for the creation of jobs that are related to industrial uses or the creation of housing units for low and moderate income family housing are the public purposes that allow the authorization for these bonds are **not** a direct obligation of the Village and do not impact the Village's bond ratings.

Prior to 1986, governments were allowed to issue an unlimited amount of this type of debt as long as the issuer met the "public purpose" definition of the federal law. Because of their increasing use as well as the high interest rate environment in the mid 1980's (and resulting decreased tax revenues to the federal government in income taxes), the federal government imposed restrictions in 1986 that limited the amount of Private Activity Bonds to a factor amount applied to the population in each states. That factor in 2011 is \$95. In Oak Park's case, the U.S. Census Bureau had certified to the Governor's office that for the 2011 allocation process, the Village has an estimated population of 53,125 resulting in available volume cap of **\$5,046,875**. Because these bonds are not taxable under the Internal Revenue Code, the federal government has imposed restrictions on the amount of private activity bonds that may be issued. The federal government imposes a total volume cap on the state. The state places the total volume cap in a pool, called the Local Government Pool. In order for local governments, such as the Village to obtain its share of the Volume Cap, in other words, to obtain authority to issue private activity bonds up to a particular level, the Village must make application to the Governor's office.

As stated above, the use of Private Activity Bonds is relatively limited to either industrial or housing related purposes. Because of the physical make-up of our community, industrial related assistance is practically ruled out. However, there may be opportunities within the West Cook County Housing Collaborative communities either type of activity.

In the past, the Village has utilized previous year's volume cap to fund housing related assistance through various state run programs. Most recently, we ceded our total volume cap allocation of \$4,314,345 to the Illinois Housing Development Authority (IHDA) to provide mortgage assistance to first time homebuyers using IHDA loan products. Due to the mortgage bond market, IHDA is not requesting additional volume cap allocations.

For the 2011 program year and in the period of January 1st through April 30th of each year, Home Rule units must determine and monitor their own private activity bond limits. Each Home Rule community must then report to the Governor's office in writing on the amount of volume cap that has been granted, transferred or reserved by official action of the Board of Trustees prior to **May 1, 2011**. No action by the Village would result in the Village losing its volume cap and automatically ceding it to the state for use by other communities and state agencies. It is therefore necessary and important for the Village to affirmatively reserving the volume cap prior to the annual **May 1st deadline** imposed by the Governor's office. We must notify the Governor's office on **June 1st** by sending the attached letter. Since the Board of Trustees has limited meetings between now and May 1st, we decided that it was important to present a Resolution reserving the Village's share of the Private Activity Volume Bond Cap.

Staff Commentary: The West Cook County Housing Collaborative is exploring how a pooling of the each community's volume cap allocation may be used to benefit the communities. A similar collaborative program is in operation in Lake County, Illinois. Once a use is identified or a program is designed, the communities will enter into an Intergovernmental Agreement fully detailing the program details. If we are unable to determine how best to structure this arrangement by June 1, 2011, we will not send the letter to the Governor's office requesting the Reservation. If the communities reach an agreement, staff will present a draft agreement available for the Board's review.

Item Budget Commentary: Since the Volume Bond Cap allocation is not a direct obligation of the Village it does not impact the Village's bond rating.

Proposed Action: Approve the resolution.



June 1, 2011

The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302

708.383.6400
Fax 708.383.6692
village@oak-park.us
www.oak-park.us

Governor's Office of Management and Budget
Debt Management Unit – Volume Cap Submission
603 Stratton Building
Springfield, IL 62706

Re: Issuer: Village of Oak Park
Type: Home-Rule
Maximum Principal Amount: \$5,046,875
Bond Description: Neighborhood revitalization and affordable housing in the
Village of Oak Park

Dear Governor Quinn:

In accordance with the Tax Reform Act of 1986 passed by the 99th Congress 2nd Session (1986), as amended, and 30 ILCS 345, the Village of Oak Park respectfully requests an allocation for the above-captioned private activity bonds. In preparation for this bond issue to date, all applicable Federal and State Requirements have been complied with. A copy of the inducement resolution or similar official action for this issue has been attached herewith.

I hereby certify under penalty of perjury, that to the best of my knowledge, the issuance of the Private Activity Bond was or will not be made in consideration of any bribe, gift, gratuity or direct or indirect contribution to any political campaign.

Please forward the allocation approval letter to the undersigned. Bond counsel for these bonds has not been selected. If you have any questions, please do not hesitate to contact me at 708.358.5770.

Sincerely,

Thomas Barwin
Village Manager

Attachments

cc: Teresa Powell
Tammie Grossman
Craig Lesner

The following are the Village's primary and secondary contact persons:

Craig Lesner
Chief Financial Officer
Finance Department
708 358-5462
clesner@oak-park.us

Tammie Grossman
Housing Programs Manager
Housing Programs Division
708 358-5411
tgrossman@oak-park.us

**RESOLUTION AUTHORIZING APPLICATION FOR GRANT OF PRIVATE
ACTIVITY BOND ALLOCATION**

WHEREAS, there exists within the borders of the Village of Oak Park, Illinois (the "Municipality"), a recognized need for decent, safe, sanitary and well-constructed and maintained housing which persons of low and moderate income can afford; and,

WHEREAS, the Village of Oak Park, Cook County, Illinois is a home rule unit of local government pursuant to Article VII of the Illinois Constitution of 1970 and, as such a home rule unit, the municipality receives an annual allocation of private activity volume cap ("Volume Cap") pursuant to Section 146 of the Internal Revenue Code of 1986, as amended from time to time (the "Code") and the Illinois Private Activity Bond Allocation Act 30 ILCS 345/1; and,

WHEREAS, the Village wishes to apply to the Office of the Governor for an allocation of Bond Cap from the Local Government Pool; and

WHEREAS, the Village currently has projects in the planning stages, which projects may require the issuance of the Bonds, including but not limited to neighborhood revitalization and affordable housing programs for low and moderate income households.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Illinois. That the Village does hereby reserve unto itself its entire annual allocation of Volume Cap Allocation for the issuance of private activity bonds to be used for neighborhood revitalization and affordable housing programs for low and moderate income households.

BE IT FURTHER RESOLVED as follows:

- (A) That this Resolution shall take effect immediately upon its adoption;.
- (B) From and after the adoption of this resolution, the proper officials, agents and employees of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution or to effectuate the purpose hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of **March 2011** pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 21st day of **March 2011**.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

D

**VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY**

Item Title: Resolution Authorizing the Extension of a Contract for a One Year Period with ABC Commercial Maintenance for Custodial Services for Village Hall, Public Works Center, Dole Learning Center and Metra Station, not to exceed \$83,400.00

Resolution No.: _____

Date of Board Action: March 21, 2011

Staff Review:

Public Works Director:



John P. Wielebnicki

Village Manager's Office:



Item History (Previous Board Review, Related Action, History, Etc.):

Custodial services for Village Hall including the Police Department, the Public Works Center, Dole Learning Center and the Metra Station have historically been contracted out. The current contractor providing custodial services for the Village is ABC Commercial Maintenance of Niles, Illinois. The existing contract with ABC Commercial Maintenance expires on May 4, 2011.

This contract provides for custodial services for Village Hall including the Police Department, the Public Works Center (including the Fleet Services area), Dole Learning Center, and the Metra Station. Services include vacuuming, floor mopping, emptying refuse cans, window cleaning, annual carpet and furniture cleaning, and recycling. In order to ensure higher quality service, staff included provisions in the contract that outline specific hours for the custodians' work schedules, provide for a day porter at Village Hall to handle daily tasks as needed, and require a monthly meeting with the contractor and Village staff to address any issues and concerns. A penalty process has also been established if the company fails to perform the services as required.

In May of 2008, the Village Board approved a three year contract with ABC Commercial Maintenance with two optional extension years. ABC Commercial Maintenance has performed well and has been very responsive when issues arise. The contract period from May 5, 2011 through May 4, 2012 would be the first of two optional extension years.

Item Policy Commentary (Key Points, Recommendations, Background):

Staff recommends renewing the contract with ABC Commercial Maintenance Services to provide custodial services for the Village from May 5, 2011 through May 4, 2012.

ABC Commercial Maintenance has agreed to provide these services during this contract period with no cost increase. A cost increase for the subsequent contract year would be subject to the latest published CPI with a five percent (5%) maximum. Attached to this agenda item commentary is a letter from ABC Commercial Maintenance stating their commitment to provide custodial services throughout the proposed contract period with no cost increase.

The total annual cost submitted by ABC Commercial Maintenance Services for the proposed contract year is \$83,400.00.

Item Budget Commentary:

\$230,000.00 is budgeted for General Contractuals in the General Fund, Public Works Building Maintenance Budget, Account Nos. 1001-43790-711-530660 through 717-530660. This account also provides funds for other contractual services such as pest control, floor mats, elevator maintenance, life safety, fire suppression systems, HVAC maintenance and other service contracts.

If awarded, the contract with ABC Commercial Maintenance would not exceed 83,400.00 for the contract period May 5, 2011 to May 4, 2012.

Proposed Action: Approve the Resolution

R E S O L U T I O N

**AUTHORIZING THE EXTENSION OF A CONTRACT FOR A ONE-YEAR PERIOD WITH
ABC COMMERCIAL MAINTENANCE FOR CUSTODIAL SERVICES FOR VILLAGE HALL,
PUBLIC WORKS CENTER, DOLE LEARNING CENTER AND METRA STATION, NOT TO
EXCEED \$83,400.00**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute an agreement with ABC Commercial Maintenance Northbrook, Illinois for custodial services in the Village of Oak Park, which renews the existing agreement for an additional one year term, in an amount not to exceed \$83,400.00. The agreement shall conform substantially to the agreement attached hereto as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on the 21st day of March, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and **ABC Commercial Maintenance, 8056 North Milwaukee Ave., Niles, IL 60714**, its executors, administrators, successors or assigns (hereinafter "Contractor".)
 2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Custodial Services for the Village of Oak Park
 - b. Contractor's Proposal dated; February 20th, 2008; and
- Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.
3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Building Maintenance Superintendent under it.
 4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
 5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell
Village Clerk
(Seal)

By _____

Thomas W. Barwin
Village Manager

REVIEWED AND APPROVED
AS TO FORM

ABC Commercial Maintenance

MAR 15 2011
[Signature]
LAW DEPARTMENT

By: _____

Signature

Printed Name

Its: _____

Title

ABC Commercial Maintenance Services, Inc.

8056 North Milwaukee Ave., Niles, IL 60714

Tel. (224) 425-6866, Fax (847) 430-3055

info@abccommercialclean.com

www.abccommercialclean.com

Member of Niles Chamber of Commerce

02.24.2011

To: Village of Oak Park
Department of Public Works
201 South Boulevard
Oak Park, IL 60302

Attn: Mr. Vic Sabaliauskas

Per our conversation, I wish to confirm that we ABC Commercial Maintenance Services, Inc. are willing to continue to provide janitorial services for the 4th year to the below mentioned facilities, for the unchanged annual fee of \$ 83,400.00 (eighty three thousand, four hundred dollars).

- Village Hall/Police Department
- Public Works Building
- Dole Learning Center
- Metra Station

Thank You. We appreciate your business.

Derek Jankowski
ABC Commercial Inc.

We clean everything except your wallet

E

**VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY**

Item Title: Resolution Authorizing Execution of Professional Services Agreements with Ray's Auto Body and B&A Auto Fitness Inc. for Auto/Truck Body and Collision Repairs in Fiscal year 2011.

Resolution or Ordinance No.: _____

Date of Board Action: March 21, 2011

Staff Review:

Public Works Director: 
John P. Wielebnicki

Village Manager's Office: 

Item History (Previous Board Review, Related Action, History):

The Village of Oak Park Fleet Services Division typically makes repairs to the Village's Fleet with in-house staff. However, major body work and repairs are outside the capacity of the Fleet Services Division.

In the past, the Fleet Services Division has spent between \$15,000.00 and \$30,000.00 for outside auto/truck body and collision repairs per year. However, because the amount spent is related to auto accidents, the annual cost for repairs cannot be accurately predicted.

Item Policy Commentary (Key Points, Recommendations, Background):

The Fleet Services Division received four labor rate and discounted parts rate proposals for auto/truck body and collision repairs from area body shops. Staff is seeking Board approval to utilize two vendors, Ray's Auto Body from Mokena, Illinois, and B&A Auto Fitness from Countryside, Illinois whose proposed rates were most favorable to the Village. Both vendors are qualified to perform the work and have provided satisfactory service to the Village in the past.

Item Budget Commentary (Key Points, Recommendation, Background):

The 2011 Budget provides \$150,000.00 for External Support for repairs and maintenance of the Village's Fleet in account nos., 1001-43900-(731, 732, 733 or 734)-530667. To date, \$17,347.00 has been spent from the External Support budget on other vehicle repairs.

If awarded, the amount spent under the agreements with Ray's Auto Body and B&A Auto Fitness Inc. for Auto/Truck Body Collision repairs in 2011 is not expected to exceed \$30,000.00 in total.

Proposed Action: Approve the Resolutions.

RESOLUTION

**AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH
RAY'S AUTO BODY FOR AUTO/TRUCK BODY AND COLLISION REPAIRS IN FISCAL
YEAR 2011**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to enter into a Labor Rate Agreement with Ray's Auto Body for auto/truck body and collision repairs in the Village of Oak Park in 2011. The Agreement shall substantially conform to the Agreement attached as Exhibit A.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 21st day of March, 2011.

Attest:

David G. Pope
Village President

Teresa Powell
Village Clerk

**PROFESSIONAL SERVICE AGREEMENT WITH B&A AUTO FITNESS INC. FOR
AUTO/TRUCK BODY AND COLLISION REPAIRS
IN FISCAL YEAR 2011**

This Agreement is between the Village of Oak Park, 123 Madison Street, Oak Park, IL 60302 and Ray's Auto Body, 19600 Schoolhouse Rd., Mokena, IL 60448 for auto/truck body and collision repairs to the Village's fleet.

Whereas, the Village of Oak Park owns and operates a fleet of vehicles that from time to time need body and collision repairs which the Village does not have ability to perform with its own Fleet Division facilities; and

Whereas, Ray's Auto Body is qualified to perform auto/truck body and collision repairs; and

Whereas, Ray's Auto Body has quoted a 2011 labor and discounted parts rate for repairs; and

Whereas, the Village of Oak Park accepts those rates for 2011.

Now Therefore, the parties agree as follows:

1. This agreement is valid for services performed from January 1, 2011 through December 31, 2011.
2. The Village agrees to utilize Ray's Auto Body, on an as needed basis in 2011. Ray's agrees to perform such work at the rates quoted in its attached proposal.
3. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Call for Bids and Detailed Specifications for **11-111 Auto /Truck Body and Collision Repair for the Village of Oak Park.**
 - b. Ray's Auto Body's Proposal dated February 14, 2011.
4. This is a non-exclusive agreement. Ray's Auto Body acknowledges that the Village will have the right to utilize other vendors based on price and availability.

VILLAGE OF OAK PARK

RAY'S AUTO BODY, INC.

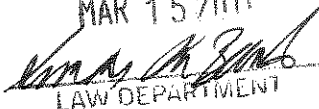
Thomas W. Barwin
Village Manager

By: _____

Title

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011


LAW DEPARTMENT

R E S O L U T I O N

**AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH
B&A AUTO FITNESS INC. FOR AUTO/TRUCK BODY AND COLLISION REPAIRS IN
FISCAL YEAR 2011**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to enter into a Professional Services Agreement with B&A Auto Fitness Inc. for auto/truck body and collision repairs in the Village of Oak Park in 2011. The Agreement shall substantially conform to the Agreement attached as Exhibit A.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 21st day of March, 2011.

Attest:

Teresa Powell
Village Clerk

David G. Pope
Village President

**PROFESSIONAL SERVICES AGREEMENT WITH B&A AUTO FITNESS INC. FOR
AUTO/TRUCK BODY AND COLLISION REPAIRS**

This Agreement is between the Village of Oak Park, 123 Madison Street, Oak Park, IL 60302 and B&A Auto Fitness Inc., 9827 W 55th Street, Countryside, IL 60525 for auto/truck body and collision repairs to the Village's Fleet.

Whereas, the Village of Oak Park owns and operates a fleet of vehicles that from time to time need body and collision repairs which the Village does not have ability to perform with its own Fleet Division facilities; and

Whereas, B&A Auto Fitness Inc. is qualified to perform auto/truck body and collision repairs; and

Whereas, B&A Auto Fitness Inc. has quoted a 2011 labor and discounted parts rate for repairs; and

Whereas, the Village of Oak Park accepts those rates for 2011.

Now Therefore, the parties agree as follows:

1. This agreement is valid for services performed from January 1, 2011 through December 31, 2011.
2. The Village agrees to utilize B&A Auto Fitness Inc. on an as needed basis in 2011. B&A agrees to perform such work at the rates quoted in its attached proposal.
3. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Call for Bids and Detailed Specifications for **11-111 Auto /Truck Body and Collision Repair for the Village of Oak Park.**
 - b. B&A Auto Fitness Inc.'s Rate Proposal dated February 15, 2011.
4. This is a non-exclusive agreement. B&A Auto Fitness Inc. acknowledges that the Village will have the right to utilize other vendors based on price and availability.


VILLAGE OF OAK PARK

B&A AUTO FITNESS INC.

Thomas W. Barwin
Village Manager

Printed Name

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011

LAW DEPARTMENT

**Proposal Summary for
Proposal No. 11-111: Auto/Truck Body and Collision Repair**

Date Issued: February 2, 2011

Date Received: Wednesday Feb.16, 2011

Company Name	MBE	WBE	NON	Hourly Rate	Parts Discount	Pick up Delivery Charge
B & A Auto Fitness Inc			X	\$ 38.00	10%	No
Ray's Auto Body Inc.			X	\$ 38.00	5%	No
Loro Auto Works			X	\$ 40.00	11%	No
Consolidated Auto Service Center Inc			X	\$ 46.00	0%	No

Village of Oak Park

2011 Fleet Services RFP Specification Sheet for Car and Light Trucks

Auto/Truck Body & Collision Repair

Vendor Response: Complete the information for the vehicles your firm is proposing for:

Vehicle Make & Model	Response Time in hours from request of estimate	Working Days to Return Estimate	Shop Hourly Labor Rate	Start Time in Days from Receipt of Parts	% Discount Off List Price for Parts	Ability to Make Related Mechanical Repairs on Site: Yes/No	Pick-up & Drop-off Service Yes/No	Pick-up and Delivery Charge	Name of Estimator's Guide Software Used	Exception (an explanation is required for exception, use as a separate sheet if necessary)
Chevrolet C&K Series 2500	4 Hours	2 Days	38.00	1	5%	Yes	Yes	NO	CCC	
Chevrolet Impala	4 Hours	2 Days	38.00	1	5%	Yes	Yes	NO	CCC	
Chevrolet Cavalier	4 Hours	2 Days	38.00	1	5%	Yes	Yes	NO	CCC	
Ford (Police) Crown Vic	4 Hours	2 Days	38.00	1	5%	Yes	Yes	NO	CCC	
Ford E-Series Van	4 Hours	2 Days	38.00	1	5%	Yes	Yes	NO	CCC	
Ford F-Series Truck	4 Hours	2 Days	38.00	1	5%	Yes	Yes	NO	CCC	
Ford Ranger/Explorer	4 Hours	2 Days	38.00	1	5%	Yes	Yes	NO	CCC	

Vendor Information

Vendor: RAYS AUTO BODY

Address: 19600 Schoolhouse RD

Mokena IL 60448

Signed: [Signature]

Print Name: TIM METZLEISCHY

Title: MANAGER

Date: 2/14/11

Effective Dates for RFP Prices
(Good until 12/31/11)

ALL BLANKS ON THIS SCHEDULE MUST BE FILLED IN

Village of Oak Park

2011 Fleet Services RFP Specification Sheet for Car and Light Trucks

Auto/Truck Body & Collision Repair **Vendor Response: Complete the information for the vehicles your firm is proposing for**

Vehicle Make & Model	Response Time in hours from request of estimate	Working Days to Return Estimate	Shop Hourly Labor Rate	Start Time in Days from Receipt of Parts	% Discount Off List Price for Parts	Ability to Make Related Mechanical Repairs on Site: Yes/No	Pick-up & Drop-off Service Yes/No	Pick-up and Delivery Charge	Name of Estimator's Guide Software Used	Exception (an explanation is required for exception, use as a separate sheet if necessary)
Chevrolet C&K Series 2500	4 Hours	2 Days	38 ⁰⁰	1	10%	Yes	Yes	0	Mitchells	
Chevrolet Impala	4 Hours	2 Days	38 ⁰⁰	1	10%	Yes	Yes	0	Mitchells	
Chevrolet Cavalier	4 Hours	2 Days	38 ⁰⁰	1	10%	Yes	Yes	0	Mitchells	
Ford (Police) Crown Vic	4 Hours	2 Days	38 ⁰⁰	1	10%	Yes	Yes	0	Mitchells	
Ford E-Series Van	4 Hours	2 Days	38 ⁰⁰	1	10%	Yes	Yes	0	Mitchells	
Ford F-Series Truck	4 Hours	2 Days	38 ⁰⁰	1	10%	Yes	Yes	0	Mitchells	
Ford Ranger/Explorer	4 Hours	2 Days	38 ⁰⁰	1	10%	Yes	Yes	0	Mitchells	

Vendor Information:

Vendor: B9 A Auto Fitness, Inc
 Address: 9027 W. 55th St
Countryside, FL 33025
 Signed: Bruce Hoelbecker
 Print Name: owner
 Title: _____
 Date: _____

Effective Dates for RFP Prices
(Good until 12/31/14)

ALL BLANKS ON THIS SCHEDULE MUST BE FILLED IN

Village of Oak Park

2011 Fleet Services RFP Specification Sheet for Car and Light Trucks

Auto/Truck Body & Collision Repair

Vendor Response: Complete the information for the vehicles your firm is proposing for

Vehicle Make & Model	Response Time in hours from request of estimate	Working Days to Return Estimate	Shop Hourly Labor Rate	Start Time in Days from Receipt of Parts	% Discount Off List Price for Parts	Ability to Make Related Mechanical Repairs on Site: Yes/No	Pick-up & Drop-off Service Yes/No	Pick-up and Delivery Charge	Name of Estimator's Guide Software Used	Exception (an explanation is required for exception, use as a separate sheet if necessary)
Chevrolet C&K Series 2500	4 Hours	2 Days	40	0	11	Yes	Yes	No	AudateX	
Chevrolet Impala	4 Hours	2 Days	40	0	11	Yes	Yes	No	AudateX	
Chevrolet Cavalier	4 Hours	2 Days	40	0	11	Yes	Yes	No	AudateX	
Ford (Police) Crown Vic	4 Hours	2 Days	40	0	11	Yes	Yes	No	AudateX	
Ford E-Series Van	4 Hours	2 Days	40	0	11	Yes	Yes	No	AudateX	
Ford F-Series Truck	4 Hours	2 Days	40	0	11	Yes	Yes	No	AudateX	
Ford Ranger/Explorer	4 Hours	2 Days	40	0	11	Yes	Yes	No	AudateX	

Vendor Information

Vendor: LORO Auto works
 Address: 1029 South Blvd
OAK PARK, IL 60302
 Signed: [Signature]
 Print Name: Robert A. Loro
 Title: President
 Date: 2-11-11

Effective Dates for RFP Prices
(Good until 12/31/11)

ALL BLANKS ON THIS SCHEDULE MUST BE FILLED IN

Village of Oak Park

2011 Fleet Services RFP Specification Sheet for Car and Light Trucks

Auto/Truck Body & Collision Repair

Vendor Response: Complete the information for the vehicles your firm is proposing for

Vehicle Make & Model	Response Time in hours from request of estimate	Working Days to Return Estimate	Shop Hourly Labor Rate	Start Time in Days from Receipt of Parts	% Discount Off List Price for Parts	Ability to Make Related Mechanical Repairs on Site: Yes/No	Pick-up & Drop-off Service Yes/No	Pick-up and Delivery Charge	Name of Estimator's Guide Software Used	Exception (an explanation is required for exception, use as a separate sheet if necessary)
Chevrolet C&K Series 2500	4 Hours	2 Days	46		0	YES	YES	NO	C-C PASTHONES	
Chevrolet Impala	4 Hours	2 Days	11		11	11	11	11	11	
Chevrolet Cavalier	4 Hours	2 Days	11		11	11	11	11	11	
Ford (Police) Crown Vic	4 Hours	2 Days	11		11	11	11	11	11	
Ford E-Series Van	4 Hours	2 Days	11		11	11	11	11	11	
Ford F-Series Truck	4 Hours	2 Days	11		11	11	11	11	11	
Ford Ranger/Explorer	4 Hours	2 Days	11		11	11	11	11	11	

Vendor Information
 Vendor: CONSO/DATED AUTO SERVICE CENTER INC

Address: 1045 S Des Plaines
FOREST PK IL 60130
ARMED & DANGEROUS
DAVID L. HUNT
PREP
2-15-11

Signed: _____
 Print Name: _____
 Title: _____
 Date: _____

Effective Dates for RFP Prices
 (Good until 12/31/11)

ALL BLANKS ON THIS SCHEDULE MUST BE FILLED IN

SECTION III

PROPOSAL TERMS AND CONDITIONS

Questions regarding the Request for Proposals can be directed to:

Ron Fantetti, Fleet Services Superintendent
Village of Oak Park Department of Public Works
201 South Blvd., Oak Park, IL 60302
Tel.: 708-358-5735
Fax: 708-358-5711
E-mail: fantetti@oak-park.us

Preparation and Submission of Proposal:

The Bidder must include with the Proposal the furnished forms. All Proposals must be delivered to the Public Works Center, located at 201 South Blvd. in Oak Park, Illinois, 60302, by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed Proposals delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope. All blank spaces on the forms must be completed, if applicable. Authorized signature must be by an officer of the company whose title shall be stated. Proposals submitted shall be sealed in an envelope and marked as stated on the cover page. The Proposal document itself must remain attached to submission.

Taxes not Applicable:

The Village of Oak Park as a municipality pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should be excluded from quotations.

Withdrawal of Proposal:

Any bidder may withdraw their Proposal by signing a request to do so at any time prior to the time specified in the advertisement as the closing time for the receipt of Proposals. However, no bidder shall withdraw or cancel their Proposal for a period of ninety (90) calendar days after the advertised closing time for the receipt of Proposals. The successful bidder shall not withdraw or cancel their Proposal after having been notified by the department that their Proposal has been accepted by the Village Board of Trustees.

The Village Board of Trustees reserves the right to accept or reject any and all Proposals or to waive technicalities.

Competency of Bidder:

The bidder proposing, if requested, must 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 Proposals.



SECTION I
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:
PROPOSAL # 10-101, Issued April 9, 2010

**REQUEST FOR PROPOSALS FOR AUTO/TRUCK BODY AND COLLISION REPAIR
FOR THE VILLAGE OF OAK PARK**

The Village of Oak Park Fleet Services Division of the Department of Public Works is requesting proposals from experienced vendors for the Village of Oak Park for auto/truck body and collision repair. Work shall be completed as outlined in the Scope of Services. Request for Proposal documents may be obtained from the Public Works Center by calling 708-358-5700 or by stopping by the office located at 201 South Boulevard between the hours of 7:30 a.m. and 4:00 p.m. Proposals should be addressed to Ron Fantetti, Fleet Services Superintendent. Proposals will be accepted until **10:00 a.m. on Monday April 26, 2010.**

**Each Bidder shall provide two (2) copies of the Proposal in a sealed envelope titled
"PROPOSAL FOR AUTO/TRUCK BODY AND COLLISION REPAIR"**

The Village reserves the right to accept or reject any and all Proposals or to waive technicalities. For further information, contact Ron Fantetti, Fleet Services Superintendent at (708) 358-5735.

The documents included in this packet include:

- I CALL FOR PROPOSALS: INSTRUCTIONS AND SPECIFICATIONS
- II BACKGROUND INFORMATION
- III PROPOSAL TERMS AND CONDITIONS
- IV SCOPE OF SERVICES
- V PROPOSAL FORM
- VI FORM OF CONTRACT
- VII CONTRACTOR'S CERTIFICATION
- VIII TAX COMPLIANCE AFFIDAVIT
- IX AFFIDAVIT OF COMPLIANCE
- X E.E.O. REPORT
- XI SCHEDULES C & D
- XII NO PROPOSAL EXPLANATION

Do not detach any portion of this document. Upon formal award to the successful Bidder, a Purchase Order will be issued to complete this contract.

Legal Advertisement for bids published: Wednesday Journal, April 14, 2010

SECTION II

BACKGROUND INFORMATION

The Fleet Services Division within the Department of Public Works in the Village of Oak Park Illinois is requesting proposals for auto/truck body and collision repair. The Fleet Services Division is responsible for the purchase, repairs, maintenance, warranty management, and disposal of vehicles & heavy equipment for the Public Works Department, Police, Fire, Administration and the Park District of Oak Park vehicles. The fleet consists of approximately 250 motorized units of equipment that consists of: sedans, vans, pick-up trucks, heavy fire apparatus, emergency medical technician units, police cruisers, Class 8 trucks, and heavy equipment.

Expected Benefits:

- Lower costs
- Standardized (OEM) parts
- Timely repair of Village vehicles and heavy equipment
- Pre-qualified vendor

The successful bidder will enter into a contract with the Village of Oak Park, Oak Park, Illinois.

Conditions:

Bidders proposing are advised to become familiar with all conditions, instructions and specifications governing their Proposals. Once the contract has been awarded, failure to have read all the conditions, instructions and specifications of the contract shall not be cause to alter the original contract or to request additional compensation.

Consideration of Proposals:

The Department of Public Works shall represent and act for the Village in all matters pertaining to this Proposal process and contract in conjunction therewith. No Proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears with, or is in default to the Village of Oak Park upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village.

Use of Trade Names:

In cases where a specified item is identified by a manufacturer's name, trade name, or other reference, it is understood that the item the bidder proposes to furnish is identified. If the bidder proposes to furnish an "equal" or "equivalent", the proposed "equal" or "equivalent" item must be so indicated in the written Proposal. The Village shall be the sole determiner of the equality of the substitute offer to the original.

Interpretation of Contract Documents:

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents may request an interpretation thereof from the Department of Public Works. The person requesting the interpretation shall be responsible for its prompt delivery to the Department for clarification. At the request of the bidder, or in the event that the Village of Oak Park deems the interpretation substantive, the interpretation will be made by written Addendum issued by the Department and will be binding on all bidders.

In the event the Village changes the specifications, the Village will provide a copy of the change in writing to all bidders by mail. Once distributed, the Village will not assume responsibility for receipt of such Addendum by bidders. In all cases, it will be the bidders' responsibility to obtain all Addenda issued. Bidders will provide a written acknowledgment of receipt of each Addendum issued with the Proposal submission.

Hold Harmless:

Bidder agrees to indemnify, save harmless, and defend the Village of Oak Park, its agents, servants and employees, and each of them against, and hold it and them harmless for any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorney's fees which the Village may incur, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting for such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the contract.

Termination of Contract:

The Village reserves the right to terminate the whole or any part of the contract, upon written notice to the bidder, in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park.

The Village further reserves the right to terminate the whole or any part of the contract, upon written notice to the bidder, and finish the work by whatever reasonable method the Village deems expedient if the bidder:

1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the repairs will be completed within the time period indicated on his/her Proposal;
2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents;
3. Is guilty of substantial breach of a provision of the contract documents; and
4. Completes substandard repairs not in accordance with the Scope of Work.

The Village further reserves the right to terminate the whole or any part of the contract, upon written notice to the bidder, in case of default by the bidder. Default is defined as failure of the bidder to perform any of the provisions of the contract, or failure to make sufficient progress to ensure performance of the contract in accordance with its terms. If the Village terminates the contract under the terms of this section, the Village may procure, upon such terms and in such manner as the Village of Oak Park may deem appropriate, supplies or services to complete the job. The bidder shall be liable for any excess costs the Village incurs to complete the job.

Insurance:

The bidder shall keep in force at all times during the performance of the contract insurance as required herein. Bidder shall not commence Work under the contract until all the required insurance has been obtained and until the Village has been furnished with Certificates of Insurance stating that such policies will not be canceled, transferred, or terminated prior to written notice to the Village. The bidder shall not allow any subcontractor to commence work on any subcontract until the subcontractor obtains the required insurance and provides proof of insurance to the Village. All insurance shall be issued by companies with a Best's rating of no less than A: VII and shall be of the following kinds and with at least the following limits of coverage:

1. Worker's Compensation Insurance with amounts of coverage sufficient to provide for all compensation levels and amounts as mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.
2. Commercial General Liability insurance with limits of no less than \$1,000,000 per occurrence for both bodily injury and property damage. The Village, its officers, officials, employees and volunteers are to be covered as additional insureds with regard to liability arising out of activities performed by or on behalf of the bidder, products and

completed operations of the bidder, premises owned, occupied or used by the bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, or volunteers.

3. Bidder shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.
4. Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officers, officials, employees and volunteers, or the bidder shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

At the time of award the bidder will be required to provide the certificate of insurance naming the Village of Oak Park as an additional insured.

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.

Prevailing Wage Rates:

The bidder agrees to comply with, and acknowledges that this contract is subject to and governed by the Illinois Prevailing Wage Act (820 ILCS 130/0.01). The bidder shall ensure that any subcontractors shall comply with the Illinois Prevailing Wage Act. The bidder and all subcontractors shall pay all laborers, workers, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of worker or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the bidder or the Village or by any employee of the bidder or a subcontractor performing work on the Work, the bidder or the particular subcontractor and bidder shall be responsible for indemnifying and holding the Village free and harmless from all costs incurred, directly or indirectly, in responding to and complying with demands made by the Department of Labor, or an aggrieved employee. The Village is authorized to withhold those amounts from payments to be made on the Work.

The bidder and each subcontractor shall (1) make and keep, for a period not less than three years, records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day; and (2) submit monthly, in person, by mail, or electronically a certified payroll to the Village. The certified payroll shall consist of a complete copy of the records identified in the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed

by the bidder and/or Subcontractor which attests to the following facts: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the bidder and/or subcontractor are aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Bidder may rely on the certification of a subcontractor, provided the bidder does not know the certification to be false. Any bidder and/or subcontractor subject to the Prevailing Wage Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Section and Prevailing Wage Act and guilty of a Class B misdemeanor. The records submitted in accordance with the Prevailing Wage Act herein shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. Upon two business days' notice, the bidder and each subcontractor shall make available for inspection the records identified in the Prevailing Wage Act to the Village, its officers and agents, and to the Director of Labor and his deputies and agents. Upon two business days' notice, the bidder and each subcontractor shall make such records available at all reasonable hours at a location within this State.

Payment:

The bidder shall submit an invoice with a detailed estimate of the amounts and values of labor expended and materials purchased. The Village will conduct a final inspection after the work is completed. If the final inspection shows that the bidder has met all specifications the Village will make a final payment.

Miscellaneous Requirements:

The Village will not be responsible for any expenses incurred by the bidder in preparing and submitting a Proposal. All Proposals shall provide a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

The bidder is prohibited from assigning, transferring, conveying, subletting or otherwise transferring their power to execute such contract to any other person, company or corporation without the previous consent and approval in writing by the Village.

Award of Contract:

The contract will be awarded to that responsible contractor whose Proposal, conforming to the Request for Proposals, will be most advantageous to the Village. Price and other factors will be considered.

The award of this contract is contingent upon receipt of an acceptable proposal. Any part of or all proposal may be rejected. All proposals shall be good for a period of sixty (60) days following the date they are due. The contract shall be deemed as having been awarded when the formal notice of acceptance of his/her Proposal has been duly served upon the intended awardee by an authorized officer or agent of the Village.

Assumptions, Deviations and Exceptions: If exceptions or deviations from this Request for Proposal are evident, describe such exceptions or deviations and provide a rationale for such exceptions or deviations. In no event shall such assumption, deviation or exception involve the

modification of any permits or approvals obtained by the Village. Failure to provide some or all of the information requested may be deemed, in the discretion of the Village, to be cause for disqualification of a bidder.

Evaluation Criteria

The evaluation team comprised of Public Works and Fleet Services Staff will utilize the following criteria to evaluate the proposals of those bidders to be considered for interviews and/or potential negotiations. Each of the criteria is assigned varying weights to reflect relative importance. Bidders are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- Qualifications, Experience and understanding of the services to be performed
- References
- Shop Hourly Labor Rate *
- Start Time in Days from Receipt of Parts *
- Discount Off List Price for Parts *
- Pick-up and Drop-off Service
- Pick-up and Delivery Charge *
- Location

Note: Items noted above with an "*" are to be listed on the Proposal Form. Other items are to be included in an attachment provided by the bidder.

References Submit at least three (3) municipal or large commercial references including name, address and telephone number of a contact person at the municipality or business responsible for monitoring the contract and a brief description of the services performed thereunder.

SECTION IV

SCOPE OF SERVICES

Since every Village of Oak Park vehicle is critical to public safety, i.e., police, fire, street/utility repair, it is imperative that all vendors demonstrate the ability to deliver prompt response, reasonable repair times, and quality work.

During normal business hours, which are considered to be Monday through Friday, 8:00 AM to 4:00 PM, the vendor shall respond to a request for estimate and/or pick up vehicle within four (4) hours after being contacted by Village of Oak Park Fleet Services. The vendor will be expected to furnish a completed estimate within two (2) business days of request. If a situation arises which delays the ability to complete the estimate, the vendor is shall contact Fleet Services Management and provide a timeframe based on the situation.

The vendor shall perform service and supply OEM parts, unless otherwise requested, at the rates provided by the vendor on the attached spreadsheet. Pricing shall remain firm for the term of the contract. All repair requests shall be subject to prevailing time and cost allowances for applicable vehicles currently listed in the Audatex Estimators' Guide, or a similar estimators' guide for the insurance company standard flat rate and parts schedules.

The vendor shall provide pick-up and delivery services at the Village of Oak Park Fleet Services Garage, for vehicles that are considered safe to operate. Vehicles that are inoperable will be towed to the vendor. Towing for these vehicles shall be arranged by the Village of Oak Park Fleet Services Division Management. Should the vendor be required to arrange towing, the vendor shall use a towing company approved by Village of Oak Park Fleet Services, and the towing company will invoice the Village of Oak Park Fleet Services directly.

Pick-up and delivery will constitute the pick up of vehicles at the Village of Oak Park Public Works Center, 201 South Boulevard, and the prompt return of vehicle to the Fleet Services facility after completion of repairs or services. The Village may, at its sole discretion, elect to deliver and pick-up vehicles under this proposal by mutual agreement. Vendor assumes liability for any damage to any Village of Oak Park property while such property is in the vendor's possession, or during transport between the vendor's facility and the Village of Oak Park Fleet Services facility. All vehicles must be secured when at repair shop.

Operation of Village of Oak Park vehicles is limited to pickup from the Village of Oak Park to the vendors repair shop, test drive to ensure proper repair, and return to the Village of Oak Park. At no time, shall the vendor use any Village of Oak Park vehicles or equipment for any other reason.

Repair Provisions

Estimates: For services requested by Fleet Services Management, a written estimate with the number of hours, based on the shop hourly rate for the type of repair being done, and type of parts required to perform the service shall be supplied by the vendor. If approved by the Village, this shall become a ceiling as to the maximum cost for the particular repair order. In the event that hidden damage is discovered during tear down, the vendor shall inform Village of Oak Park Fleet Services immediately. In no event shall the vendor proceed with new additional work

without the express consent of the Village of Oak Park Fleet Services.

Basis for Repair Cost: If the price offered by the vendor for the job is considered unreasonable by the Village of Oak Park or otherwise subject to question based on cost experience, or for any other reason, the Village may withdraw the service requirement for that job. The Village of Oak Park reserves the right to obtain comparative quotes at any time during the term of the contract.

Quality of Work: The vendor agrees that all work shall be performed by competent personnel, experienced and qualified to work on the specified make of automotive equipment, and that all work shall be performed in accordance with the best commercial practices and without delays. The vendor must have available suitable modern equipment necessary for the satisfactory execution of any repair job. Fleet Services Management will inspect each vehicle prior to or after the vehicle is returned by the vendor. Based on the situation or vendor location determination will be made in advance by mutual agreement, as to how final inspection will occur. The vendor is expected to correct any deficiencies found after repairs are completed without delay at no additional cost to the Village. Repeated quality control problems shall be cause to terminate future repairs.

Parts and Materials: All material or parts furnished by the vendor and used on the repair of equipment shall be new and conform to the original equipment manufacturer's specifications unless otherwise approved, in advance, by the Village of Oak Park Fleet Services. **Rebuilt assemblies or sub-assemblies may be used in the repair of equipment only with prior approval of the Village of Oak Park Fleet Services** when such is standard industry practice, and the rebuilt assembly or sub-assembly carries the same warranty as a new assembly or sub-assembly. Vendor must apply the appropriate core credit to the repair. The vendor must reuse, recycle or dispose of all associated wastes in an environmentally friendly and responsible manner.

Installation of Village Supplied Materials or Parts: On occasion, the Village of Oak Park will utilize materials or parts from retired vehicles as a cost savings measure. The vendor will be expected to install these materials or parts at the same rate as new parts excluding any pre-authorized repair/refinishing work to same.

The vendor shall submit invoices for all work completed at the time the repaired vehicle is ready for pick-up or delivery.

Term of Contract: This contract shall commence once the contract is signed by the Village and shall remain in effect through December 31, 2010. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

Option to Renew for Two One Year Periods (With Price Adjustment): The prices or discounts quoted in this RFP shall prevail during the specified term of the contract, at which time the Village shall have the option to renew the contract for two (2) additional one year periods. This option is a Village prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the Village. During the option period, the Village will consider an adjustment to the pricing structure based on the annual change in the latest published Consumer Price Index (CPI). It shall be understood that such price adjustments shall not exceed five percent (5%) annually. The Vendor shall notify the Village of such

adjustments during the option period at least thirty (30) calendar days prior to the effective date of the new price to be charged to the Village. The Village reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

SECTION V
PROPOSAL FORM

Note: the Bidder must complete all portions of the Proposal Form.

The undersigned, having examined the specifications and all conditions affecting the specified project, offers to furnish all services, labor, and incidentals specified for the price below.

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) bid to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: RAYS AUTO BODY

Complete Proposal form on page 15

INDEMNIFICATION: The Bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) bid is/are in accordance with the specifications as noted and that the prices quoted are not subject to change.

Bidder's Firm Name RAYS AUTO BODY, INC.
 19600 Schoolhouse Road
Street Address Mokena, Illinois 60448

City Mokena State IL Zip Code 708-479-4321
Phone Number

E-mail Address Tim @ RAYSMOKENACRASH1.COM

 [Signature] General MANAGER
Signed Name and Title
 TIM HEIFLESCHE GENERAL
Print Name and Title MANAGER

 36-3849014
Federal Employee Identification Number
 708 479 4373
Fax Number

Date 4-24-2010

Affidavit

State of (IL)

County of (Will)

TIM HETFLUSCH
(Type or print name of Authorized Representative)

being first duly sworn on oath deposes and says that the above named entity is organized as indicated below and that he or she is authorized to make all statements herein made on behalf of such entity, and that he or she has examined and carefully prepared the Proposal according to the project instructions and specifications and has checked the same in detail before submitting the Proposal; that the statements contained herein are true and correct.

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

Signature must be notarized.

By: [Signature]
Authorized Representative

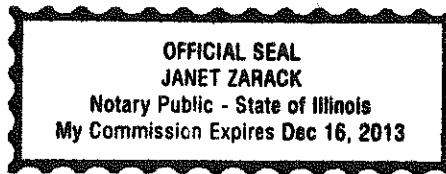
Dated: 4-24-2010

19600 Schoolhouse Road
Address

Mokena IL 60448
Address

708-479-4321
Telephone

(Corporate Seal - If Corporation)



Subscribed and sworn to before me on this 24 day of April, 2010.

[Signature]
Notary Public
Janet Zarack
19430 Hunter TR
Mokena IL 60448

(Complete Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation, which operates under the legal name of ORASHONE RAYS AUTO BODY and is organized and existing under the laws of the State of IL.

The full names of its Officers are:

President RAY ZARACK
Secretary JANET ZARACK
Treasurer _____

The corporation does have a corporate seal. (In the event that the 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

The Bidder is a Partnership, with Names, Signatures, and Addresses of all Partners as listed below:

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 an assumed

name, that name is _____, and the Bidder certifies that he or she has filed a certificate with the Office of the County Clerk of Cook and is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/1.

Signed: _____

Sole Proprietor

Village of Oak Park Fleet Services RFP Specification Sheet for Car and Light Trucks

Auto/Truck Body & Collision Repair **Vendor Response** Complete the information for the vehicles your firm is proposing for:

Vehicle Make & Model	Response Time in hours from request of estimate	Working Days to Return Estimate	Shop Hourly Labor Rate	Start Time in Days from Receipt of Parts	% Discount Off List Price for Parts	Ability to Make Related Mechanical Repairs on Site: Yes/No	Pick-up & Drop-off Service Yes/No	Pick-up and Delivery Charge	Name of Estimator's Guide Software Used	Exception (an explanation is required for exception, use as a separate sheet if necessary)
Chevrolet C&K Series 2500	4 Hours	2 Days	38.00	1	5	Yes	Yes	NO	CCC	
Chevrolet Impala	4Hours	2 Days	38.00	1	5	Yes	Yes	NO	CCC	
Chevrolet Cavalier	4 Hours	2 Days	38.00	1	5	Yes	Yes	NO	CCC	
Ford (Police) Crown Vic	4 Hours	2 Days	38.00	1	5	Yes	Yes	NO	CCC	
Ford E-Series Van	4 Hours	2 Days	38.00	1	5	Yes	Yes	NO	CCC	
Ford F-Series Truck	4 Hours	2 Days	38.00	1	5	Yes	Yes	NO	CCC	
Ford Ranger/Explorer	4 Hours	2 Days	38.00	1	5	Yes	Yes	NO	CCC	

Vendor Information
 Proposer: RAYS AUTO BODY
 Address: 19600 Schoolhouse RD
 MOKENA IL 60448
 Signed: *[Signature]*
 Print Name: TIM HEITFLEISH
 Title: GENERAL MANAGER
 Date: 4/26/10

Effective Dates for RFP Prices (Good until 12/31/10):

PROPOSER'S MUST FILL IN ALL BLANKS ON THIS SCHEDULE

SECTION VI

FORM OF CONTRACT

The Village of Oak Park will select the bidder and the bidder will enter into an contract with the Village of Oak Park. The bidder will hold the sub-contracts (if any). The Bidder shall complete the Contract using the following form:



Contract

1. THIS CONTRACT is made and concluded on the 26th day of April, 2010 by and between the Village Of Oak Park acting by and through its President & Board of Trustees, and PATS AUTO BODY, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Contractors, Bid Documents and Detailed Specifications for **AUTO/TRUCK BODY & COLLISION REPAIR**
 - b. Proposal
3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Village Engineer under it.
4. Contractor affirms that the individual signing this contract is authorized to execute CONTRACTS on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village Of Oak Park

Teresa Powell, Village Clerk
(Seal)

By _____
Thomas W. Barwin,
Village Manager

Bidder

By: [Signature]
Signature

TIM HETPENSCH
Printed Name

Its: GENERAL MANAGER
Title

SECTION VII

CONTRACTOR'S CERTIFICATION – Part 1
(BID)

RAYS AUTO BODY, as part of its Bid on a contract for
(Name of Contractor)

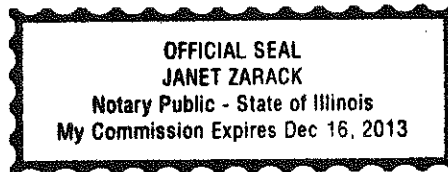
Collision Repair to the Village of Oak Park, hereby
(General description of item(s) Bid)

certifies that said Contractor is not barred from proposing on the aforementioned contract 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 Requirements".

By: [Signature]
(Authorized Agent of Contractor)

Subscribed and sworn to before me the 24 day of April, 2010.

[Signature]
Notary Public
JANET ZARACK
19430 HUNTER TR
NOKUNA IL 60448



CONTRACTOR'S CERTIFICATION – Part 2
(BID)

RAYS AUTO BODY as part of its Bid on a contract for
(Name of Contractor)

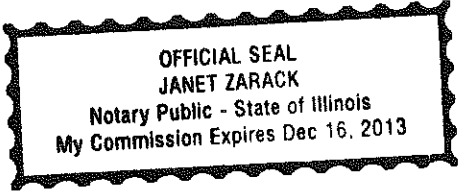
Collision Repair to the Village of Oak Park, hereby
(General description of item(s) Bid)

certifies that said Contractor is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

By: [Signature]
(Authorized Agent of Contractor)

Subscribed and sworn to before me the 24 day of APRIL, 2010.

[Signature]
Notary Public
JANET ZARACK
11430 HUNTER TR
MOKONA IL 60448



SECTION VIII

TAX COMPLIANCE AFFIDAVIT

Tim HETFLEISCH, being first duly sworn, deposes and says: that he/she is GENERAL MANAGER of (Partner, Officer, Village of Oak Park, etc.)

RAYS AUTO BODY
(Contractor)

The individual or entity making the foregoing Bid certifies that he/she is not barred from contracting 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 contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

(Name of Contractor if the Contractor is an Individual)

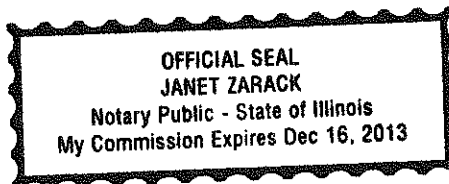
(Name of Partner if the Contractor is a Partnership)

RAYS AUTO BODY
(Name of Officer if the Contractor is a Corporation)

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

Subscribed and sworn to the 24 day of April, 2010.

[Signature]
Notary Public
Janet Zarack
19430 Hunter Dr
Nokan IL 60448



SECTION IX

AFFIDAVIT OF COMPLIANCE
FAIR EMPLOYMENT PRACTICES

NOTE: The Affidavit must be executed and submitted with the signed Bid Form. The Board of Trustees of the Village of Oak Park can accept no Bids unless said Affidavit is submitted concurrently with the Bid.

TIM HETPLESCH

_____ , being first duly sworn, deposes and says that
(Name of person making the Affidavit)

GENERAL MANAGER
(Title or Office)

of RAYS AUTO BODY
(Name of Company)

and that he/she

has the authority to make the following Affidavit; that he/she has knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and

understands the contents thereof; that he/she certifies hereby that

RAYS AUTO BODY
(Name of

_____ is an "Equal Opportunity Employer" as defined by Section 2000
Company)

(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.

By:

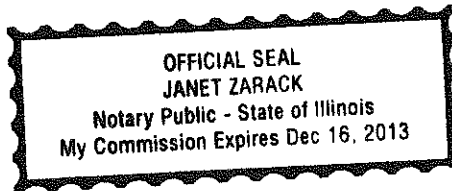
[Signature]

(Authorized Agent of Contractor)

Subscribed and sworn to before me on the 24 day of April, 2010.

Notary Public

Janet Zarack
19430 Hunter
Mokena IL



60448

SECTION X

VILLAGE OF OAK PARK
E.E.O. 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 Bid. An incomplete form will disqualify a Bid. For assistance in completing this form, contact the Public Works Department 708-358-5700.

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

1. Contractor Name: PAKS AUTO BODY
2. Check here if your firm is:
 MBE (Minority Owned Business Enterprise)
 WBE (Woman Owned Business Enterprise)
 Non MBE/WBE
3. What is the size of the firm's current stable work force?
17 Number of full-time employees
 Number of part-time employees
4. Complete, sign and notarize the following chart.
5. Similar information will be requested of all subcontractors working on this contract. Forms will be furnished to the low responsible Contractor with the Notification of Award of the contract, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

VILLAGE OF OAK PARK

EEO REPORT, page 1 of 2

RAY'S AUTO BODY, INC.

CONTRACTOR NAME: 19600 Schoolhouse Road TOTAL # OF EMPLOYEES: 17
Mokena, Illinois 60448

Job Categories	Total Employees	Total Males	Total Females	Male				Female				
				Black	Hispanic	Amer. Indian & Alaskan Nat.	Asian & Pacific Islander	Black	Hispanic	Amer. Indian & Alaskan Nat.	Asian and Pacific Islander	
Officials & Managers	4	3	1									
Professionals												
Technicians	5	5			2							
Sales Workers	2	1	1									
Office & Clerical	3	1	2		1				1			
Semi-Skilled												
Laborers	3	3			3							
Service Workers												
Management Trainees												
Apprentices												
TOTALS	17	13	4		6				1			

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will disqualify your company from consideration.

VILLAGE OF OAK PARK
EEO REPORT, page 2 of 2

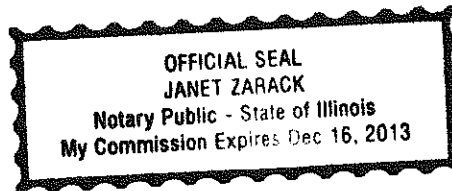
TIM HETPUSCETI, being first duly sworn, deposes and says that he/she is
(Name of Person Making Affidavit)
the GENERAL MANAGER and that the above EEO Report
(Title of Officer)

information is true and accurate and is submitted with the intent that it be relied upon.

Subscribed and sworn to before me

[Signature]
(Notary Public)

on this 24 day of April, 2010.



[Signature]
Notary Public's seal

SECTION XI

SCHEDULE C:

VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

M/WBE Firm: RAY'S AUTO BODY, INC. contract #: _____

Address: 19800 Schoolhouse Road
Mokena, Illinois 60449 City/State/Zip: _____

Contact Person: TIM HETPLERSEN Phone: 708 479-4321 Fax: 708 479-4373

Certification Expiration Date: _____

Race/Gender: WHITE / MALE

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No

Yes – Please attach explanation.

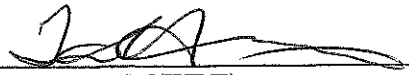
Proposed subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/contract:

Indicate the **Total Dollar Amount**, the **Percentage**, and the **Terms of Payment** for the above-described Commodities/Services:

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Contractor declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

	_____
Signature (M/WBE)	Signature (Prime Contractor)
<u>TIM HETPLERSEN</u>	_____
Print Name	Print Name
<u>RAY'S AUTO BODY</u>	_____
Firm Name	Firm Name

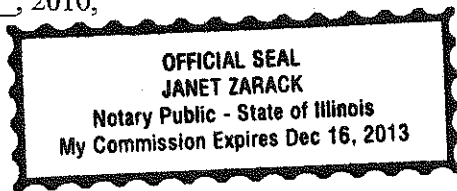
SCHEDULE C (continued)

Date _____ Date _____

Subscribed and sworn before me this 24 day of April, 2010,

[Signature] (SEAL)
Signature of Notary Public

My Commission expires on 12-16-2013



**SCHEDULE D:
VILLAGE OF OAK PARK
M/WBE PARTICIPATION AFFIDAVIT**

Contract #: _____ contract Value: \$ _____

Contact Person: TIM HETFLUSCH (Phone: 708 479 4321) Fax: 708 479 4373

Description of Commodities/Services to be provided by the Contractor on this contract:

Any questions regarding compliance with these requirements should be directed to:

Finance Department
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
PHONE: 708.358.5460

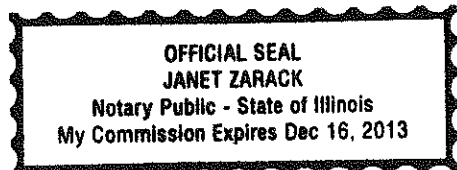
I, TIM HETFLUSCH (print name) hereby agree to comply with and be bound by the provisions to submit, as part of this Bid/Bid, a detailed M/WBE Participation Plan with and at the time and place of the submissions of this Bid/Bid; that the M/WBE Participation Plan is an element of Contractor responsiveness and responsibility; and are incorporated as part of the contract; that heirs, executors, and administrators or assigns and any other persons or entities claiming by or through the Contractor including but not limited to insurance companies, bonding companies, or sureties are bound by this CONTRACT; and do declare and affirm that, to the best of my knowledge, information and belief, the facts and representations set forth in this M/WBE Participation Affidavit are true and correct, and that no material facts have been omitted.

[Signature]
Signed _____
RAYS AUTO BODY
Firm Name (Print) _____
708 479 4321 708 479 4373
Phone Fax

TIM HETFLUSCH
Name and Title (Print) _____
19600 SCHOOLHOUSE ROAD
Firm Address (Print) _____
MOKENA IL 60448
City/State/Zip

SUBSCRIBED AND SWORN before me this 24 day of April, 2010

[Signature]
Signature of Notary Public
JANET ZARACK
(SEAL)
19430 HUNT TR
MOKENA IL 60448



CONTRACT NO: _____

SCHEDULE D (continued)

Grand Total MBE \$ _____ %
Grand Total WBE \$ _____

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture CONTRACT, and to permit the audit and examination of the books, records and files of the joint venture, or those of each partner relevant to the joint venture by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal and state laws concerning false statements.

Note: If after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime Contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	_____ Name of non-MBE/WBE Partner Firm
_____ Signature of Affiliate	_____ Signature of Affiliate
_____ Name and Title of Affiliate	_____ Name and Title of Affiliate
_____ Date	_____ Date

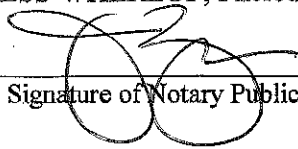
SCHEDULE D (continued)

On this 24 day of April, 2010 the above signed

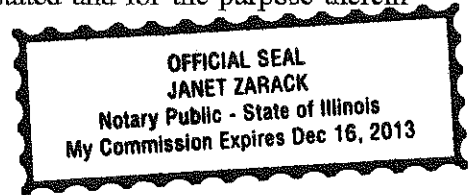
officers TIM HETTFLEISCH
(Names of affiliate)

personally appeared and, known to me are the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.



Signature of Notary Public



(SEAL)

Commission Expires: 12-16-2013

SECTION XII

NO PROPOSAL EXPLANATION

If your firm does not wish to submit a Proposal on the attached specifications, please return this No Proposal Explanation form along with any comments you may have concerning the Proposal or any related factors you feel prevented your firm from submitting a Proposal.

Thank you.

Comments:

F

**VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY**

Item Title: Resolution Authorizing the Execution of a One Year Agreement with Christy Webber Landscapes of Chicago, IL for Business District Landscape Installation and Maintenance Services, in 2011 not to exceed \$75,000.00.

Resolution or Ordinance No: _____

Date of Board Action: March 21, 2011

Staff Review:

Public Works Director: 
_____ **John P. Wielebnicki**

Village Manager's Office: 

Item History (Previous Board Review, Related Action, History):

The Business District Landscape Installation and Maintenance Services contract consists of planter maintenance services, including seasonal and permanent plant material installation in planters throughout the Village. There are over 600 planters distributed throughout all twelve commercial areas in the Village. Each planter originally was planted with four seasonal rotations of material. The program has evolved to emphasize permanent, sustainable, perennial plantings and reduced seasonal rotations to minimize cost and extend the life of the permanent plantings. However, the planters require regular maintenance, such as weeding, fertilization, and watering.

This is a yearly contract as some plants intended to be permanent may not survive from year to year. As a result, plant material needs and the cost of their replacements can vary. Additionally, some grasses installed in planters have become too large to allow for any seasonal changes. These grasses will be relocated to other Village-maintained locations such as parking lots, cul-de-sacs, planting beds, and medians as part of this project.

Item Policy Commentary (Key Points, Recommendation, Background):

A comprehensive plan was developed to specify variety, number, and size of all planting material based on planter size, location, and the ability of a site or a planter to sustain plantings permanently.

The Village issued a Call for Bids for Business District Landscape Installation and Maintenance Services on February 2, 2011. A pre-proposal meeting was held at the Public Works Service Center on Wednesday, February 9, 2011. Ten bids were received and opened on Friday, February 18th, 2011. A bid summary is attached.

Christy Webber Landscapes provided a base bid of \$38,517.78 for installation of all new plant

material and relocation of existing grasses. Watering cost is estimated at \$23,400.00 for a total cost of \$61,917.78. In addition, costs over and above the total of the low bid for installation and watering should be no more than an estimated 20% of those combined costs, or \$12,500.00. These items together bring the total cost for all services this year to \$75,000.00 which is \$20,000.00 less than budgeted.

Staff is seeking approval of an agreement with Christy Webber Landscapes in an amount not to exceed \$75,000.00. Christy Webber has excellent references which confirm that they have provided outstanding service in similar programs.

Item Budget Commentary:

The FY2011 annual budget provides \$95,000.00 for Business District Landscape Installation and Maintenance services in account no., 1001-43800-742-530660, General Contractuals. It is recommended to utilize only \$75,000.00 of these funds for this service.

If awarded, the contract with Christy Webber Landscapes for Business District Landscape Installation and Maintenance Services in 2011 will not exceed \$75,000.00.

Proposed Action: Approve the Resolution.

RESOLUTION

AUTHORIZING THE EXECUTION OF A ONE YEAR AGREEMENT WITH CHRISTY WEBBER LANDSCAPES OF CHICAGO, IL FOR BUSINESS DISTRICT LANDSCAPE INSTALLATION AND MAINTENANCE SERVICES, IN 2011 NOT TO EXCEED \$75,000.00

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute an agreement with Christy Webber Landscapes of Chicago, Illinois for Business District Landscape Maintenance Services in the Village of Oak Park, beginning March 21st, 2011, and ending December 31st, 2011, for an amount not to exceed \$75,000.00. The contract shall conform substantially to the contract attached hereto as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**Proposal Summary for
Business District Landscape Installation and Maintenance
Proposal Number: 11-105**

**Date for opening bid
2/18/2011**

Company Name	MBE	WBE	NON	Base Bid	Watering (600 hrs)	Total Bid Amount	Bond or Check
Christy Webber		X		\$ 38,517.78	\$ 23,400.00	\$ 61,917.78	bond
City Escape Garden		X		\$ 40,333.36	\$ 24,000.00	\$ 64,333.36	bond
McAdam			X	\$ 39,760.14	\$ 27,000.00	\$ 66,760.14	check
Landscape Concepts			X	\$ 38,331.66	\$ 33,000.00	\$ 71,331.66	bond
The TLC Group		X		\$ 45,799.30	\$ 45,600.00	\$ 91,399.30	bond
Clauss Brothers			X	\$ 58,959.00	\$ 32,700.00	\$ 91,659.00	bond
Atrium		X		\$ 65,156.00	\$ 42,000.00	\$ 107,156.00	check
Yuritz RC Landscaping			X	\$ 105,275.70	\$ 27,000.00	\$ 132,275.70	
KGI Landscaping Co	X			\$ 127,341.00	\$ 10,200.00	\$ 137,541.00	bond
Hulen Landscape		X		\$ 121,486.00	\$ 21,000.00	\$ 142,486.00	check



Contract

1. THIS AGREEMENT is made and concluded on the 21st day of March, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and **Christy Webber Landscapes, 2900 W. Ferdinand, Chicago, Illinois 60612**, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for 11-105, Business District Landscape Installation and Maintenance Services
 - b. Contractors Proposal dated February 18, 2011 and
 - c. The Contract Bond

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Village Forester under it.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell
Village Clerk
(Seal)

By _____

Thomas W. Barwin
Village Manager

Christy Webber Landscapes

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011
[Signature]
LAW DEPARTMENT

By: _____

Signature

Printed Name

Its: _____

Title



Contract Bond

Christy Webber Landscapes, 2900 W. Ferdinand, Chicago, Illinois 60612, as PRINCIPAL,
and

_____ as SURETY,
is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Seventy Five Thousand dollars (\$75,000.00), 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 and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; 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 hold the Village and its awarding authority harmless on account of any such damages 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 _____, 2011.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

Approved this _____ day of _____, 2011.

VILLAGE OF OAK PARK

Thomas W. Barwin
Village Manager

Attest:

Teresa Powell
Village Clerk
(Seal)

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011
Veronica A. Zank
LAW DEPARTMENT

VILLAGE OF OAK PARK

BID NO.: 11-105 PUBLIC WORKS
PROJECT NAME: BUSINESS DISTRICT AREA LANDSCAPE
INSTALLATION AND MAINTENANCE
DATE ISSUED: FEBRUARY 2, 2011

CALL FOR BIDS

The Village of Oak Park will receive bids at the Public Works Service Center, Monday through Friday, 7:30 a.m. to 4:00 p.m., at 201 South Boulevard, Oak Park, Illinois 60302. **Bids will be accepted until 1:00 p.m. local time, Friday, February 18, 2011.** The purpose of this contract is for plant installation and maintenance of Village-owned planters throughout the Village. A pre-bid meeting for this contract will be conducted on Wednesday, February 9, 2011 at 10:00 a.m. at the Public Works Service Center, 201 South Boulevard, Oak Park.

Bid Bond: 10% of the Total Bid Price
Contract Bond: 100% of the Total Bid Price

**BIDS MUST BE ENCLOSED IN SEALED ENVELOPES TO THE ATTENTION OF THE
URBAN FORESTRY SUPERINTENDENT AND READ:
BUSINESS DISTRICTLANDSCAPE INSTALLATION AND MAINTENANCE**

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Additional information is available at the Public Works Service Center 2nd floor office, Village of Oak Park, Illinois 60302, telephone (708) 358-5700.

- I. CALL FOR BIDS
- II. BID INSTRUCTIONS, TERMS AND CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID PRICE FORM
- V. BID BOND
- VI. BIDDER CERTIFICATION
- VII. TAX COMPLIANCE AFFIDAVIT
- VIII. FAIR EMPLOYMENT, AFFIDAVIT OF COMPLIANCE
- IX. E.E.O. REPORT
- X. SCHEDULE C & D
- XI. NO BID EXPLANATION
- XII. APPENDIX

Do not detach any portion of this document. Upon formal award to the successful Bidder, a Purchase Order will be issued to complete this contract.

Legal advertisement for bids published: Wednesday Journal, February 2, 2011.

PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Award of Contract:

The contract will be awarded to that responsible contractor whose proposal, conforming to the invitation for proposals, will be most advantageous to the Village; price and other factors considered.

Preparation and Submission of Proposal:

The proposal must be submitted on the forms furnished. All proposals must be delivered to the Department of Public Works by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of the post-marked time on the envelope. All blank spaces on the proposal form must be completed if applicable. Authorized signature must be by an officer whose title shall be stated. Proposals submitted shall be sealed in an envelope and marked as stated on the cover page. The proposal is contained in this document and must remain attached thereto when submitted.

Taxes not Applicable:

The Village of Oak Park as a municipality pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should be excluded from quotations.

Withdrawal of Proposals:

Any bidder may withdraw his proposal at any time specified in this notification as the closing time for the receipt of proposals, by signing a request therefore. However, no bidder shall withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposal; the successful bidder shall not withdraw or cancel his proposal after having been notified by the Forestry Division Superintendent that said proposal has been accepted by the Department of Public Works.

The Department of Public Works reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal unless the bidder includes a restrictive limitation.

Performance Bond:

When required on the cover page, the successful proposal shall include a performance bond, acceptable to the Village, within fourteen (14) calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the proposal and any proposal deposit may be retained by the Village as liquidated damages and not as penalty.

Competency of Bidder:

No proposal will be accepted from or contract awarded to any person, firm or corporation that appears to be in default, or in any debt of any contract. The bidder, if requested, must 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 proposals.

Catalogs:

Each proposal submitted shall be accompanied by catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

Conditions:

Bidders are advised to become familiar with all conditions, instructions and specifications governing this proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

Consideration of Proposals:

The Forestry Superintendent shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village of Oak Park reserves the right to reject any or all proposals and to disregard any informality on the proposals and proposals, when in its opinion, the best interest of the Village will be served by such action.

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Oak Park upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or had failed to perform faithfully any previous contract with the Village.

The bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Village of Oak Park of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

Subletting of Contract:

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the contractor from his obligations or change the terms of the contract.

Village Ordinances:

The contractor will strictly comply with all ordinances of the Village of Oak Park and laws of the State of Illinois. Contractor must hold **current** Village of Oak Park Business License.

Inspection:

The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Forestry Division Superintendent as not in accordance with the terms of the contract specifications shall be replaced by the contractor at no cost to the Village.

Method of payment

The Village will make the payment of the Contractor within thirty-one (31) days after a bill has been submitted to the Village listing work completed. Bills for services rendered shall itemize each section and shall be certified by the Village Forester or designee.

Deliveries:

No material shall be shipped to the Village of Oak Park.

Interpretation of Contract Documents:

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents may request an interpretation thereof from the Forestry Division Superintendent. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the bidder, or in the event the Forestry Superintendent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Forestry Superintendent. No oral explanations will be binding.

In the event that a written addendum is issued, either as a result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all

prospective bidders. The Village will not assume responsibility for receipt of such addendum. In all cases it will be bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Hold Harmless:

Vendor agrees to indemnify, save harmless and defend the Village of Oak Park, its agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorney's fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or an account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

Termination of Contract:

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Vendor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park.

The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the Vendor, in the event of default by the Vendor. Default is defined as failure of the Vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Forestry Division Superintendent may deem appropriate, supplies or services similar to those so terminated. The Vendor shall be liable for any excess cost for such similar supplies or services unless acceptable evidence is submitted to the Forestry Division Superintendent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Vendor.

Insurance:

The Contractor shall keep in force at all times during the performance of this contract insurance as required herein. Contractor shall not commence work under the contract until all the required insurance has been obtained and until the agency has been furnished with Certificates of Insurance stating that such policies will not be canceled, transferred or terminated prior to written notice to the agency. The Contractor shall not allow any sub-

contractors to commence work on any sub-contract until insurance as required by contract has been obtained and certificates furnished. All insurance shall be in form and substance and issued by companies satisfactory to the agency and shall be of the following kinds and with at least the following limits of coverage:

1. Worker's Compensation Insurance with amounts of coverage sufficient to provide for all compensation levels and amounts as mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.
2. The Village, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees or volunteers.

Limits for above coverage will be at \$1,000,000/\$1,000,000 for both bodily injury and property damage.

3. The Village, its officers, officials, employees and volunteers are to be covered as insured as respects Automobile Liability Insurance in amounts not less than \$1,000,000/\$1,000,000 and Property Damage Liability Insurance in amounts not less than \$200,000 if any teams of motor vehicles are engaged in operations within the terms of this contract on the site of the work to perform thereunder.

Such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of this contract on the site of the work to be performed unless coverage is included in the insurance specifications in Paragraph 2 of this Section.

4. Contractors shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein.
5. Any deductibles or self-insured retention must be declared to as approved by the Village. At the opinion of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
6. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. Whenever possible, the Contractor should attempt to secure the above listed coverage on an "occurrence" basis, as opposed to a "claim-made" basis.

7. The Contractor shall include the Village as an additional named insured on both General and Auto Liability policies. All insurance premiums shall be paid without cost to the agency. Additionally, an endorsement stating the same will be provided to the Village.
8. The Contractor shall keep and hold the Village harmless from and against all costs, damages, claims or expenses it may suffer, incur or sustain or become liable for, or an account of injury to or death of its employees or to any other person, or damage to or injury to real estate or personal property caused by or arising out of the services to be performed.

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 sub-contractors 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.

BIDDERS KNOWLEDGE

Any contractor submitting a proposal shall familiarize himself with the specifications and conditions that will affect the completion of the contract.

BIDDER'S QUALIFICATION

It shall be required that each proposal furnished to the Village of Oak Park, include as part of his proposal, the names of four satisfied municipal government references in the suburban Cook County area in which their organization has performed landscape maintenance under a Governmental Contract within the last two years. A form is attached for this purpose.

METHOD OF PROPOSAL

Bidders shall submit unit price proposals as required for the work covered by the specifications. Prices shall cover complete work including removing and disposing of debris, and all costs incidental thereto, unless otherwise indicated. The quantities set forth on the proposal are either estimated or assumed quantities only, and will be used strictly for canvassing of proposals. Nothing herein contained shall be construed as an obligation of the Village to perform any landscape maintenance other than that area determined by the Forestry Superintendent or Superintendent.

CORRECTIONS

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed adjacent, and must be initialed in ink by the person signing the proposal.

OTHER CONDITIONS

The Village of Oak Park reserves the right to increase or decrease the contract amount.

SUBMISSION OF PROPOSALS

The proposal shall be submitted on the proposal form included herewith. The proposal shall be submitted in a sealed envelope and shall bear the return address of the bidder, and shall be addressed as follows:

TO: Public Works Service Center
201 South Boulevard
Oak Park, IL 60302
ATTN: Jim Semelka, Urban Forestry Superintendent

PROPOSAL FOR: 2011 Commercial Area Landscape Installation and Maintenance Program

SPECIAL CONDITIONS

All specifications must be met at the time of the proposal opening to qualify. Let it be known that the award of this proposal, although low proposal amount is important, will not be made solely on that basis. Bidders must agree to full inspections and interviews by anyone designated by the Village of Oak Park. The Village will not sacrifice integrity and quality of work solely for low cost or any other factor. Bidders please note, the ideal company will be low proposal and do the highest quality and quantity of work. Bidders may submit proposals on all sections, single sections, or any combination of sections.

PREVAILING WAGE RATES

Attention is called to the necessity of paying prevailing wages as required by Chapter 48, Sections 395, 1 to 12 of the Illinois Revised Statutes.

The following specifications concern the landscape installation and maintenance of planters of various areas within the Village of Oak Park Illinois. Particular emphasis will be placed on high standards of quality and professionalism, including weed control and litter control in and around the planters. Length of contract is from March 21 through December 30, 2011.

The successful bidder will have on staff a State of Illinois Licensed Pesticide Applicator, and licensed Pesticide Operators as needed.

Commercial Area Landscape Installation and Maintenance Specifications

SCOPE OF WORK

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

CONTRACT LIFE

The contract life shall be from March 21st, 2011 through December 30th, 2011.

Planter Program Plant Installation, Placement, Maintenance, and Material Rotation

Following are staffing requirements for submission of proposal for the Commercial District Maintenance and Design program:

- Full -Time Landscape Designer or Horticulturist, experienced in commercial area landscape installation and maintenance
- Ability to meet and work with Village staff and business community representatives
- In-house staff capable of planter placement, filling, planting, and maintenance, including off-hours delivery and set-up and watering
- Previous experience with commercial and municipal business district landscape maintenance and design

All planters in business areas and other locations shall be planted with summer and fall plant rotations in season. Type, size, and quantity of plant material shall be approved by Village of Oak Park prior to installation. See plant schedules for exact quantities, species and sizes. Missing grasses shall be replaced as noted on the drawings.

Existing grasses in the I planters shall be transplanted and replanted at the direction of the Forestry Superintendent. Divide and replant grasses/perennials as noted on the drawings. **See attached drawings, schedules and planter quantities and locations.**

All planters to be weeded weekly and fertilized as needed to keep plantings vigorous and attractive. Water all planters **as needed or requested** at unit price stated to maintain plant health and attractive appearance throughout the year.

It is the responsibility of the successful bidder to locate, contract grow, deliver to the site and keep in good health all plant material specified for each seasonal rotation. All work shall be completed as specified in a timely manner as dated on the landscape plans.

Incidental to the planter program, top-dress with approved planting medium all planters as required to keep finish grade of planting medium within 1" min. of top of planter. Supply Forestry Superintendent with 1 lb. sample of proposed planting medium with breakdown of components for approval prior to the installation of the summer rotation.

The planting medium mix shall be:

1. One (1) part peat (or coir), one (1) part bark fines, one half (1/2) part perlite, pumice or Turface, and one half (1/2) part coarse (builder's) sand. For each one fourth (1/4) cubic yard of the mix, three quarter (3/4) pounds of dolomite lime shall be added and a slow release fertilizer in quantities according to manufacturer directions.

Incidental to the planter program, fertilize planters as recommended by fertilizer manufacturer to assist plants with vigorous and healthy growth throughout the growing season.

Successful bidder shall attend a mandatory pre-planting meeting with Forestry Superintendent and consultant Landscape Architect.

Commencement of any work shall not be approved until contractor supplies soil mix sample, list of procured plant material, and approval by Landscape Architect and owner of both items.

Please note that Landscape Architect/Client Representative will supervise all work by contractor for the entire duration of each rotation installation in addition to the transplanting, division, and replacement of existing plant material as noted on the drawings.

SECTION IV

UNIT PRICING

Provide unit pricing for following items. Prices to include all labor, materials, hauling and incidental costs.

Watering - Manual	Per Man-Hour	<u>\$ 39.00</u>
(Village hydrant with meter and reducer)		
Watering – Tank truck	Per Man-Hour	<u>\$ 39.00</u>
Planter placement	Per Man-Hour	<u>\$ 44.00</u>
Planter placement (off-hours)	Per man-hour	<u>\$ 44.00</u>
Planter placement supervision	Per Man-hour	<u>\$ 44.00</u>

PROPOSAL FORM

The undersigned bidder agrees to all terms and conditions of the preceding specifications for Planter Program contract and will furnish all the insurance documents and security deposits as stipulated. The areas to be installed and maintained for 2011 are as listed on the attached planter schedule. The unit prices listed below should be for 2011 only. The attached Bid Form must also be submitted showing unit pricing for plant material specified on the drawings.

Transplanting Existing I Planter Grasses	\$ <u>489.25</u>
Replacement Grasses	\$ <u>488.28</u>
Divide & Replants	\$ <u>90.25</u>
Summer Rotation Material, Installation & Maintenance Cost	\$ <u>25,257.00</u>
Fall Rotation Material, Installation & Maintenance Cost	\$ <u>12,193.00</u>
Total Business District Landscape Material, Installation & Maintenance Cost	\$ <u>38,517.78</u>

In compliance with the above, the undersigned offers and agrees, if this Proposal be accepted within ninety (90) calendar days from the 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.

Company Name Christy Webber & Co.

By 
(President) (Signed)

Address 2900 W. Ferdinand St.

Chicago, IL 60612

773-533-0477

Telephone

Date of Proposal 1/18/2011
11-105 PUBLIC WORKS

SECTION V

MUNICIPAL QUALIFICATION REFERENCE SHEET

<u>MUNICIPALITY</u>	<u>City of Chicago - Dept. of Transportation</u>
<u>ADDRESS</u>	<u>30 N. LaSalle, Suite 400</u> <u>Chicago, IL 60602</u>
<u>CONTACT</u>	<u>Kenneth Martin</u>
<u>PHONE</u>	<u>312-744-1863</u>
<u>WORK PERFORMED</u>	<u>installation and maintenance of city medians,</u> <u>boulevards, TCEs, Malls & Plazas</u>
<u>MUNICIPALITY</u>	<u>City of Chicago - Floral Contract</u>
<u>ADDRESS</u>	<u>30 N. LaSalle, Suite 600</u> <u>Chicago, IL 60602</u>
<u>CONTACT</u>	<u>Jeff Brink</u>
<u>PHONE</u>	<u>312-744-7844</u>
<u>WORK PERFORMED</u>	<u>installation and maintenance of 500</u> <u>planters in downtown Chicago- Wacker, Randolph, Roosevelt</u>
<u>MUNICIPALITY</u>	<u>City of Chicago - Dept. of General Services</u>
<u>ADDRESS</u>	<u>30 N. LaSalle, Suite 300</u> <u>Chicago, IL 60602</u>
<u>CONTACT</u>	<u>Julie Bedore</u>
<u>PHONE</u>	<u>312-744-7594</u>
<u>WORK PERFORMED</u>	<u>maintenance of public buildings and installation</u> <u>as requested</u>
<u>MUNICIPALITY</u>	<u>Millennium Park</u>
<u>ADDRESS</u>	<u>201 E. Randolph St</u> <u>Chicago, IL 60601</u>
<u>CONTACT</u>	<u>Lewis Walls</u>
<u>PHONE</u>	<u>312-742-1235</u>
<u>WORK PERFORMED</u>	<u>maintenance and installation at Millennium Park</u>



Minority Business and Women Business Enterprises Requirements:

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing 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.

Reporting Requirements:

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

- VIII. Fair Employment Practices Affidavit of Compliance
- IX. Village of Oak Park E.E.O. Report (2 Pages)

Disadvantaged Business Participation Reporting


In an effort to reaffirm its commitment to DBE participation the Village of Oak Park asks each general contractor bidding on Public Works Projects to report on their utilization of Minority and Women Business Enterprises. Please list the MBE/WBE companies working as sub-contractors and/or suppliers on the DBE participation statement included herewith. Feel free to make additional copies of this form if necessary and include with your bid.

VI CONTRACTOR'S CERTIFICATION
(BUSINESS AREA LANDSCAPE INSTALLATION AND MAINTENANCE)

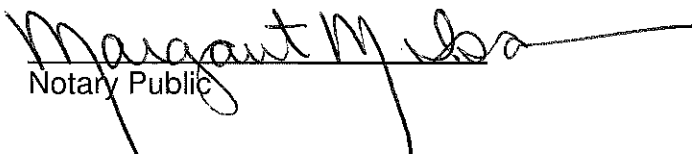
Christy Webber & Company, as part of its proposal on a contract for
(name of contractor)

Business District Landscaping to the Village of Oak Park, hereby
(general description of product/service sought)

certifies that said contractor is not barred from proposing on the aforementioned contract 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 Requirements".

By: 
(Authorized Agent of Contractor)

Subscribed and sworn to
before me this 18th day of
February, 2011.


Notary Public



**CONTRACTOR'S CERTIFICATION
(BUSINESS AREA LANDSCAPE INSTALLATION AND MAINTENANCE)**


Christy Webber & Company, as part of its proposal on a contract for
(name of contractor)

Business District Landscaping to the Village of Oak Park, hereby
(general description of product/service sought)

certifies that said contractor is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

By: 
(Authorized Agent of Contractor)

Subscribed and sworn to
before me this 18th day of
February, 2011.


Notary Public

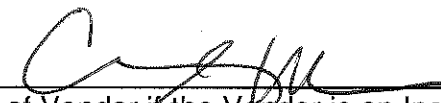


VII TAX COMPLIANCE AFFIDAVIT

Christy Webber, being first duly sworn, deposes and
says: that he/she is President of
(partner, officer, owner, etc.)

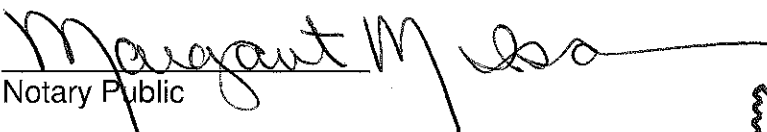
Christy Webber & Company
(contractor)

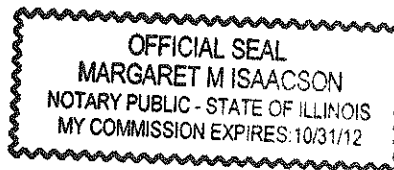
The individual or entity making the foregoing proposal certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the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


(Name of Vendor if the Vendor is an Individual)
(Name of Partner if the Vendor is a Partnership)
(Name of Officer if the Vendor is a Corporation)

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

Subscribed and sworn to this 18th day of February, 2011.


Notary Public



VIII
FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE

NOTE: This affidavit must be executed and submitted with the signed bid form. No bids can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the bid.

Christy Webber, being first duly sworn, deposes and says that he/she is
(Name of Person Making the Affidavit)

President of Christy Webber & Co. and that he/she has the
(Title or Office)
authority to make the following affidavit: that he/she has knowledge of the Village of Oak Park Ordinance

relating to Fair Employment Practices and knows and understands the contents thereof; that he/she

certifies hereby that Christy Webber & Companys an "Equal Opportunity Employer"
(Name of Company)
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.

Subscribed and sworn before me this 18th day of February,
2011.

Margaret M. Isaacson
(Notary Public)



IX
VILLAGE OF OAK PARK
E.E.O. 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 bid. An incomplete form will disqualify your bid. For assistance in completing this form, contact the Village Engineer at 708-383-6400 X2232.

A. Federal EEO-1 report may be submitted in lieu of this report.

1. Vendor Name: Christy Webber & Company
2. Check if your firm is: MBE: _____
WBE: X
Not MBE/WBE: _____
3. What is the size of the firm's current stable work force?
Number of full-time employees: 180
Number of part-time employees: 10
4. Complete the attached chart.
5. Similar information will be requested of all sub-contractors working on this contract. Forms will be furnished to the low responsible bidder with the notice of contract award, and these forms must be completed and submitted to the Village prior to the execution of the contract by the Village.

IX (Continued)
 VILLAGE OF OAK PARK
 EEO REPORT*

Vendor Name Christy Webber & Company
 Total Employees 190

Job Categories	Total Employees	Total Males	Total Females	Males				Females				
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	8	4	4		1				1			
Professionals	20	11	9		1				1			
Technicians												
Sales Workers												
Office & Clerical	6	1	5		1				1	2		1
Semi-Skilled												
Laborers	152	146	6	30	114			2	4			
Service Workers												
TOTAL	190	166	24	30	121			4	8			1
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 disqualify you from consideration.

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

Christy Webber, Being first duly sworn, deposes and says that he/she is the President
 (Name of Person Making Affidavit) (Title or Officer)
 of Christy Webber & Company 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 18th day of Feb., 2011.
Margaret M. Isaacson (Date)
 (Signature) 2/18/11

X NO PROPOSAL EXPLANATION

If your firm does not wish to submit a proposal on the attached specifications, please return this proposal along with any comments you may have that prevented your firm from submitting a proposal.

Thank you.

Proposal No. 11-105

Comments:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Christy Webber Landscapes
2900 W. Ferdinand
Chicago, IL 60612

as Principal, hereinafter call the Principal, and

Guarantee Company of North America USA
25800 Northwestern Hwy, Ste 720
Southfield, MI 48075

a corporation duly organized under the laws of the State of Michigan
as Surety, hereinafter called the Surety, are held and firmly bound unto

Village of Oak Park
201 South Boulevard
Oak Park, IL 60302

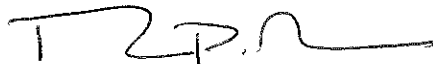
as Obligee, hereinafter call Obligee, in the sum of

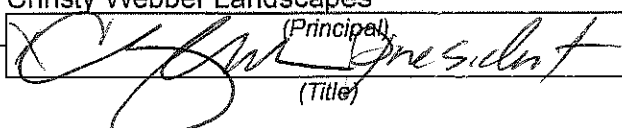
Ten Percent on the Attached Bid Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for
11-105 Public Works

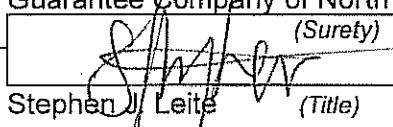
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

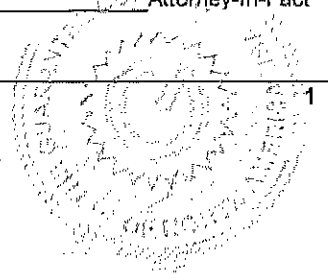
Signed and sealed this 18th day of February 2011

X 
(Witness)

Christy Webber Landscapes

(Principal) (Seal)
(Title) (Seal)


(Witness)

Guarantee Company of North America USA

(Surety) (Seal)
(Title) Attorney-In-Fact



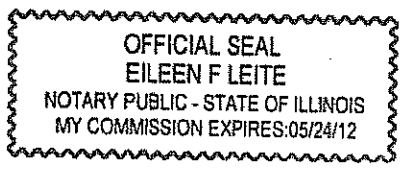
STATE OF ILLINOIS

County of DuPage

SURETY

I, EILEEN F. LEITE, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that STEPHEN J. LEITE of the
GUARANTEE COMPANY OF NORTH AMERICA USA who IS personally known to
me to be the same person whose name IS subscribed in the foregoing instrument as
such ATTORNEY-IN-FACT, appeared before me this day in person and
acknowledged that HE signed, sealed and delivered the said instrument of writing as
HIS free and voluntary act, and as the free and voluntary act of the said
GUARANTEE COMPANY OF NORTH AMERICA USA for the uses and purposes therein set
forth, and caused the corporate seal of said Company to be thereto attached.

Given under my hand and Notarial seal this 18 day of February 2011



Eileen F Leite
Notary Public



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Stephen J. Leite, Eileen F. Leite, Sylvia L. Patterson, Paul Johnson
S.E. Leite and Company, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

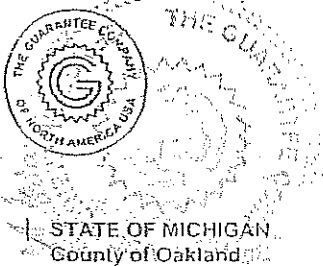
1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 15th day of July, 2008.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



Stephen Dullard, Vice President

Randall Musselman, Secretary

On this 15th day of July, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18 day of February, 2011.



Randall Musselman, Secretary

6

**VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY**

Item Title: Resolution Authorizing Execution of a Professional Services Agreement with H&H Electrical Co. for Emergency Streetlighting and Traffic Signal Repairs in an Amount not to Exceed \$35,000.00 in Fiscal Year 2011.

Resolution or Ordinance No.: _____

Date of Board Action: March 21, 2011

Staff Review:

Public Works Director: 
John P. Wielebnicki

Village Manager's Office: 

Item History (Previous Board Review, Related Action, History):

The Village of Oak Park Streetlighting Division staff typically makes in-house repairs to the streetlighting and traffic signal systems. When in-house staff is unavailable, or lacks the necessary equipment to perform emergency repairs, an outside contractor is needed to make the repairs. Typical examples of such repairs are:

- Streetlight and/or traffic signal pole knockdowns due to vehicular accidents.
- Underground electrical cable failures due to contractors hitting and breaking the lines while digging in the parkway.
- Inclement weather resulting in downed aerial lighting cables or damaged poles.
- Traffic control cabinet failures due to accidents or electrical outages.

Item Policy Commentary (Key Points, Recommendations, Background):

The Streetlighting Division received three quotes for labor and equipment from area electrical contractors for emergency repairs. Staff is seeking Board approval to utilize H&H Electric Company whose proposed rates were most favorable to the Village. H&H Electric Company has performed these services to the village in the past in a satisfactory manner.

Item Budget Commentary (Key Points, Recommendation, Background):

The 2011 Public Works Street Lighting Budget provides \$35,000.00 for emergency repairs in the Streetlighting and Traffic Signal General Contractual accounts no. 1001-43720-751-530660 (\$30,000.00) and 1001-43720-752-530660 (\$5,000.00).

If awarded, the amount spent for emergency street lighting and traffic signal system repairs with H&H Electric Company in 2011 would not exceed \$35,000.00.

Proposed Action: Approve the Resolution.

RESOLUTION

AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH H&H ELECTRICAL CO. FOR EMERGENCY STREETLIGHTING AND TRAFFIC SIGNAL REPAIRS IN AN AMOUNT NOT TO EXCEED \$35,000.00 IN FISCAL YEAR 2011

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute an agreement with H&H Electrical Co. for Emergency Streetlighting and Traffic Signal repairs in the Village of Oak Park, for an amount not to exceed \$35,000.00. The agreement shall conform substantially to the agreement attached hereto as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Theresa Powell
Village Clerk

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT WITH H&H ELECTRIC CO. FOR EMERGENCY STREETLIGHTING AND TRAFFIC SIGNAL REPAIRS IN FISCAL YEAR 2011

This Agreement is between the Village of Oak Park, 123 Madison Street, Oak Park, IL 60302 and H&H Electric Co. 2830 Commerce St., Franklin Park, IL 60131 for emergency repairs to the Village's streetlighting and traffic signal systems.

Whereas, the Village of Oak Park Department of Public Works operates a streetlighting and traffic signal system that, from time to time, needs repairs on an emergency basis; and

Whereas, H&H Electric Co. is qualified to perform emergency streetlighting and traffic signal repairs; and

Whereas, H&H Electric Co. has quoted a 2011 labor and equipment rate for emergency repairs; and

Whereas, the Village of Oak Park accepts those rates for 2011.

Now Therefore, the parties agree as follows:

1. This agreement is valid for services performed from January 1, 2011 through December 31, 2011
2. The Village agrees to utilize H&H Electric Co. for emergency repairs on an as needed basis in 2011.
3. H&H Electric Co. agrees to bill the Village for services provided at the rates set forth on the attached price schedule.
4. The total amount to be paid to H&H Electric Co. pursuant to this agreement will not exceed \$35,000.00 in 2011.
5. This is a non-exclusive agreement. H&H acknowledges that the Village will have the right to utilize other vendors based on price and availability.

Village of Oak Park

H&H Electric Co.

REVIEWED AND APPROVED
AS TO FORM

Thomas W. Barwin
Village Manager

MAR 15 2011
Thomas W. Barwin
LAW DEPARTMENT

By: _____

Title

From: Theresa Frederick
To: Louie Veneziano
Cc: bmadr@aol.com
Subject: OAK PARK MAINTENANCE
Date: Wednesday, February 23, 2011 11:44:34 AM

Lou - forwarded from Bill Madelner

Thank you,


Theresa Frederick



ELECTRIC COMPANY

2830 Commerce Street
Franklin Park, Illinois 60131-2927
(708)-453-2222 PHONE
(708)-453-2851 FAX
www.hh-electric.com

LIGHTING THE WAY SINCE 1944

 Please do not print this e-mail unless absolutely necessary.

From: bmadr@aol.com [mailto:bmadr@aol.com]
Sent: Wednesday, February 23, 2011 11:40 AM
To: Theresa Frederick
Subject: Re: treszt

Hello,

The Village of Oak Park is asking for bids for the replacement of damaged street light poles and replacing bad spans of street light cable and other small projects that may come up during the year. Since the locations and conditions will vary we are looking for more of a 'time & material' bid that would be good for the year. We understand that labor cost goes up around June 30, so please mention that in your costs. The poles we have are 15' and 28' butt poles and 30' aluminum poles. We have some of them in stock, but add your costs for these poles incase you would or could supply it. Fixtures are either 250 or 400w cobra heads 240volts. Please respond by Feb. 15, 2011

So we requests:

Labor/hr (Raise after June?)	<u>69.60/hour</u> (no raise after June)
Equipment	
Service truck	<u>13.00/hour</u>
Bucket truck	<u>42.50/hour</u>
Boom truck/crane for setting poles	<u>58.90/hour</u>
Auger truck	<u>58.90/hour</u>
Air Compressor	<u>18.20/hour</u>
Trencher	<u>32.70/hour</u>
Directional bore	<u>57.40/hour</u>
Back hoe	<u>39.10/hour</u>

Material

30' Aluminum pole w/6' arm 975.00/each (new) / 487.00/each (used)
Cobra Head 338.00/each (new) / 169.00/each (used)
1" uniduct w/3 conductor #8 or 6 2.15/foot (3#8's) / 2.90/foot (3#6's)
Anything else Cost plus 10%
And expected response time for knockdowns 2.00/hour (maximum response time)

Thank you for you time

Bill Madlener
Village of Oak Park
St. Lighting
(708) 358-5739 office
(708)724-3991 cell
(708)434-1610 fax
Bmadr@aol.com e-mail

-----Original Message-----

From: Theresa Frederick <tre@hh-electric.com>
To: [bmadr](mailto:bmadr@aol.com) <bmadr@aol.com>
Sent: Wed, Feb 23, 2011 11:11 am
Subject: RE: treszt

TEST


Thank you,

Theresa Frederick



2830 Commerce Street
Franklin Park, Illinois 60131-2927
(708)-453-2222 PHONE
(708)-453-2851 FAX
www.hh-electric.com

LIGHTING THE WAY SINCE 1944

 Please do not print this e-mail unless absolutely necessary.

From: bmadr@aol.com [<mailto:bmadr@aol.com>]
Sent: Wednesday, February 23, 2011 11:11 AM
To: Theresa Frederick
Subject: treszt

test



Hello,

The Village of Oak Park is asking for bids for the replacement of damaged street light poles and replacing bad spans of street light cable and other small projects that may come up during the year. Since the locations and conditions will vary we are looking for more of a 'time & material' bid that would be good for the year. We understand that labor cost goes up around June 30, so please mention that in your costs. The poles we have are 15' and 28' butt poles and 30' aluminum poles. We have some of them in stock, but add your costs for these poles incase you would or could supply it. Fixtures are either 250 or 400w cobra heads 240volts. Please respond by Feb. 15, 2011

So we requests:

<u>Labor/hr</u> (Raise after June?)	<u>\$ 88⁰⁰</u>	GOOD THRU 5/31/12
<u>Equipment</u>		
Service truck	<u>\$ 15</u>	
Bucket truck	<u>\$ 45</u>	
Boom truck/crane for setting poles	<u>\$ 45</u>	
Auger truck	<u>\$ 45</u>	
Air Compressor	<u>\$ 10</u>	
Trencher	<u>\$ 35</u>	
Directional bore	<u>\$ 75</u>	
Back hoe	<u>\$ 35</u>	
<u>Material</u>		
30' Aluminum pole w/6' arm	<u>\$ 980</u>	
Cobra Head	<u>\$ 350</u>	
1" uniduct w/3 conductor #8 or 6	<u>\$ 2.50</u>	
Anything else	<u>15% MARKUP</u>	
And expected response time for knockdowns	<u>1 Hr</u>	

Thank you for you time
Bill Madlener
Village of Oak Park
St. Lighting
(708) 358-5739 office
(708)724-3991 cell
(708)434-1610 fax
Bmadr@aol.com e-mail

[Handwritten signature]
2/15/11



9550 W. 55th Street • Suite A • McCook, IL 60525 • 708-588-2500 • 708-588-2501 Fax

CONTRACT CUSTOMERS LABOR & EQUIPMENT RATES ON TIME AND MATERIAL WORK

JUNE 1, 2010 THROUGH MAY 31, 2011

<u>LABOR</u>	<u>ST. TIME</u>	<u>O.T. TIME</u>	<u>DBL TIME</u>
GROUNDMAN / HELPER	\$73.86	\$109.14	\$144.35
LINEMAN / JOURNEYMAN	\$88.96	\$131.23	\$173.50
FOREMAN	\$97.50	\$143.60	\$189.80

<u>EQUIPMENT</u>	<u>HOURLY RATES</u>
SERVICE TRUCK	\$19.50
AERIAL TRUCK 26'	\$32.50
AERIAL TRUCK 26' TO 55'	\$42.50
AERIAL TRUCK 55' TO 70'	\$44.35
DUMP TRUCK	\$30.90
AUGER TRUCK	\$47.55
BACKHOE	\$34.40
TRENCHER	\$24.70
DIRECTIONAL BORE MACHINE	\$99.50
LOOP TRUCK	\$41.90
AIR COMPRESSOR	\$17.75
CONCRETE SAW	\$11.80

MATERIALS: COST PLUS 15%

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

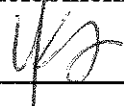
Item Title: Resolution Authorizing the Extension of a Contract for a One Year Period with Landscape Concepts Management of Grayslake, IL for Landscape Maintenance Services, in 2011 not to exceed \$120,000.00

Resolution or Ordinance No. _____

Date of Board Action: March 21, 2011

Staff Review:

Public Works Director: 
_____ **John P. Wielebnicki**

Village Manager's Office 

Item History (Previous Board Review, Related Action, History):

Landscape maintenance consists of turf, shrub, and planting bed maintenance and fertilization, plant material and landscape installation, weed control in paved areas, seasonal clean-ups, and litter control. Maintaining all parcels on a weekly basis, regardless of size or landscape type, ensures healthier plant material, prompt and sufficient watering, and better overall appearance. This process protects the Village's investment in landscaping. The areas of Village-owned property parcels included: Village Hall, the Eisenhower Expressway and Union Pacific rights-of-way, 100+ parking lots, cul-de-sacs, and medians.

The use of a contractor for this service allows in-house Forestry personnel to concentrate on other divisional operations, such as the tree trimming, removal of non diseased trees, Dutch Elm Disease and Emerald Ash Borer identification and control, and customer service requests.

The Village issued a Request for Proposals for landscape maintenance services on September 24, 2008. The proposal was written for a one year term with the Village having the right to renew the agreement for two additional one year terms. 2011 is the second one year term.

On January 5, 2009, following the RFP process, the Village executed an agreement with Landscape Concepts Management of Grayslake, Illinois to perform landscape maintenance on Village owned property in 2009. The Village also executed an agreement on February 1, 2010 for the 2010 service. Landscape Concepts Management completed the work in 2009 and 2010 in a satisfactory manner.

Item Policy Commentary (Key Points, Recommendation, Background):

The Village landscape maintenance contract is divided into two parts: 1) base landscape maintenance and 2) additional services.

1) The Village's base landscape maintenance includes the following work:

1. Weekly turf maintenance.
2. Weed control in parking areas and existing planting beds.
3. Seasonal shrub pruning.
4. Spring and Fall clean-up of debris.
5. Weekly litter control.

The agreement provides that upon renewal, the base landscape maintenance cost increase will be based on the latest published Consumer Price Index (CPI). The January 2011 CPI is 1.7% higher than the January 2010 CPI, thus the base landscape maintenance work will be adjusted from \$80,000.00 to \$81,360.00.

2) Additional services include the following work:

1. Commercial district tree pit weeding (\$5,000.00).
2. Village share of the median maintenance on North Avenue (\$5,000.00).
3. Several planting beds need attention with mulch and plant replacements that have failed or deteriorated (an allowance of \$13,640.00 is provided for this work.)
4. Landscape repairs/improvements such as overseeding and upgrading existing landscapes, including watering (an allowance of \$15,000.00 is provided for this work).

Total cost for base landscape maintenance (\$81,360.00) and additional services (\$38,640.00) is \$120,000.00.

Staff is seeking Board approval to execute the renewal of this contract for 2011.

Item Budget Commentary:

The FY2011 annual budget provides a total of \$120,000.00 for Landscaping Services in account no. 1001-43800-742-530660, General Contractuals. For this contract, \$81,360.00 is dedicated for base landscape maintenance plus \$38,640.00 is dedicated for the additional services for a total of \$120,000.00.

If awarded, the contract with Landscape Concepts Management for Maintenance Services for 2011 will not exceed \$120,000.00.

Proposed Action: Approve the Resolution.

R E S O L U T I O N

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR A ONE-YEAR PERIOD
WITH LANDSCAPE CONCEPTS MANAGEMENT OF GRAYSLAKE, IL FOR
LANDSCAPE MAINTENEANCE SERVICES, IN 2011 NOT TO EXCEED \$120,000.00**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute an agreement with Landscape Concepts Management of Grayslake, Illinois for landscape maintenance services in the Village of Oak Park, beginning April 1st, 2011, and ending November 30th, 2011, for an amount not to exceed \$120,000.00. The contract shall conform substantially to the contract attached hereto as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on the 21st day of March, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and **Landscape Concepts Management, 31745 Alleghany Road, Grayslake, IL 60030** its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project No. 08-103, Village Landscape Maintenance;
 - b. Contractor's Proposal dated October 9, 2008; and
 - c. The Contract Bond

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Village Forester under it.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell
Village Clerk
(Seal)

By _____

Thomas W. Barwin
Village Manager

Landscape Concepts Maintenance

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011

LAW DEPARTMENT

By: _____

Signature

Printed Name

Its: _____

Title



Contract Bond

Landscape Concepts Management, 31745 Alleghany Road, Grayslake, IL 60030, as PRINCIPAL,
and

_____ as SURETY,
is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of One Hundred Twenty Thousand Dollars (\$120,000.00), 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 and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; 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 hold the Village and its awarding authority harmless on account of any such damages 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 _____, 2011.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

Approved this _____ day of _____, 2011.

VILLAGE OF OAK PARK

Thomas W. Barwin
Village Manager

Attest:

Teresa Powell
Village Clerk
(Seal)

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011
[Signature]
LAW DEPARTMENT



The Village of Oak Park
Department of Public Works
201 South Boulevard
Oak Park, IL 60302

708.358.5700
Fax 708.358.5711
TTY 708.383.0048
publicworks@oak-park.us

March 1, 2011

Landscapes Concepts Management
ATTN: Jim Moreau
1285 Aurora Avenue Lane
Aurora, Illinois 60505

Re: Landscape Maintenance for the Village of Oak Park for 2011

Dear Mr. Moreau:

The Village of Oak Park is looking forward to working with Landscape Concepts Management on the third year of the three-year landscape maintenance contract. Per the contract, LCM is entitled to an adjustment in unit pricing based upon 100% of the percentage of change of the latest published CPI (consumer price index) as compared to the 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). Included with this mailing is a copy of the index obtained from the Department of Labor website. Currently, the latest published index shows a 1.7% increase in this index, which will be applied to the base maintenance costs for the 2010 contract of \$80,000.00. This results in a base maintenance cost for the 2011 contract of \$81,360.00.

Questions regarding unit pricing can be directed to me directly at (708) 358-5700. By signing this letter, Landscape Concepts Management agrees to these conditions.

Thank you, and once again the Village looks forward to working with LCM in 2011.

Sincerely,

Jim Semelka
Urban Forestry Superintendent

Jim Moreau
Account Manger, Landscape Concepts
Management

Table 22. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Areas priced monthly, by expenditure category and commodity and service group

(1982-84=100, unless otherwise noted)

Item and group	U.S. city average			Chicago-Gary-Kenosha, IL-IN-WI			Los Angeles-Riverside-Orange County, CA			New York-Northern N.J.-Long Island, NY-NJ-CT-PA		
	Index	Percent change from—		Index	Percent change from—		Index	Percent change from—		Index	Percent change from—	
		Jan. 2011	Jan. 2010		Dec. 2010	Jan. 2011		Jan. 2010	Dec. 2010		Jan. 2011	Jan. 2010
Expenditure category												
All items	216.400	1.8	0.5	209.016	1.7	0.7	221.540	2.0	0.9	238.396	1.8	0.3
(1982-84=100)	644.591	-	-	613.852	-	-	654.719	-	-	678.772	-	-
Food and beverages	222.385	1.8	.9	219.039	1.5	.3	230.205	2.2	.9	231.186	2.0	.8
Food	222.039	1.9	.9	218.045	1.7	.3	228.010	2.4	.9	230.905	2.1	.9
Food at home	218.804	2.2	1.4	218.614	1.8	.4	237.142	2.5	1.6	229.540	2.7	1.3
Food away from home	228.279	1.5	.2	212.115	1.5	.3	213.205	2.2	-.1	237.840	1.3	.3
Alcoholic beverages	225.994	1.1	.2	231.556	-.2	.3	239.524	.0	.5	233.737	1.1	.0
Housing	213.442	.4	.3	202.820	-.3	.2	238.724	.8	.4	254.770	.8	.0
Shelter	243.569	.6	.2	242.323	.4	.3	262.252	.8	.2	308.821	1.1	.0
Rent of primary residence ¹	249.848	.9	.2	275.003	.8	.1	282.721	1.1	.1	312.897	2.1	-.3
Owners' equivalent rent of residences ¹												
²	233.565	.5	.1	239.819	.1	.3	254.558	.7	.3	287.873	.5	.1
Owners' equivalent rent of primary residence ^{1 2}	233.564	.5	.1	239.819	.1	.3	254.579	.7	.3	287.822	.4	.1
Fuels and utilities	212.409	1.3	.7	174.606	-.2	-.2	256.348	4.9	1.0	196.855	1.1	.1
Household energy	185.463	.3	.8	151.482	-.4	-.4	244.116	4.0	.7	196.524	-.3	.0
Energy services ¹	187.874	-.4	.4	154.327	-.6	-.5	243.291	4.1	.7	188.705	-.3	-.1
Electricity ¹	187.194	1.4	.3	144.053	4.3	-.1	289.930	10.0	1.0	181.485	-.5	-.2
Utility (piped) gas service ¹	186.417	-.6	.7	157.809	-.1	.3	181.786	-.1	-.4	196.674	-.8	1.4
Household furnishings and operations	120.345	-.2	.3	98.059	-.3	-.1	120.502	-.3	1.0	111.045	-.3	.0
Apparel	115.649	-.6	-.1	87.799	-.1	.7	105.753	2.9	4.3	108.382	2.2	-.1
Transportation	200.635	5.9	1.4	187.029	7.1	2.0	199.321	4.6	1.3	210.133	5.5	.9
Private transportation	197.275	5.8	1.4	183.890	7.0	2.2	195.186	4.4	1.4	201.624	5.6	.8
Motor fuel	266.820	13.5	3.8	283.332	14.2	4.7	261.242	10.0	2.9	249.842	15.1	3.0
Gasoline (all types)	266.224	13.4	3.8	281.155	14.0	4.7	255.911	9.9	2.9	249.116	15.1	2.9
Gasoline, unleaded regular ³	265.722	13.5	3.9	277.689	14.2	4.8	256.798	10.0	2.9	252.184	15.4	3.0
Gasoline, unleaded midgrade ^{3 4}	272.629	13.2	3.7	291.706	13.7	4.3	241.757	9.6	2.8	249.503	14.6	2.8
Gasoline, unleaded premium ³	256.455	12.6	3.6	267.275	13.5	4.5	243.768	9.2	2.6	243.270	14.2	2.7
Medical care	395.536	3.2	.5	423.584	3.3	1.1	377.808	3.5	1.3	383.570	2.8	.6
Recreation ⁵	109.039	-.8	.4	110.216	2.5	1.1	99.332	-.2	3.5	112.934	.1	.8
Education and communication ⁵	125.065	.6	.0	135.958	.1	.5	133.091	2.9	-.4	131.662	-.4	.2
Other goods and services	414.253	2.4	.1	373.308	-.2	.7	360.974	4.3	-.2	433.567	4.5	-.3
Commodity and service group												
All items	216.400	1.8	.5	209.016	1.7	.7	221.540	2.0	.9	238.396	1.8	.3
Commodities	180.958	2.6	.9	168.982	2.3	1.1	177.802	2.6	1.4	186.948	3.1	.8
Commodities less food and beverages	158.473	3.0	.9	142.131	2.8	1.5	148.466	2.9	1.8	156.283	3.9	.8
Nondurables less food and beverages	206.142	5.2	1.4	190.997	4.6	2.0	190.528	5.3	2.4	193.509	6.5	1.3
Durables	111.973	-.5	.2	98.451	-.5	.5	106.953	-.1	.5	104.113	-.1	-.2
Services	257.982	1.2	.2	251.172	1.2	.5	267.424	1.5	.5	290.368	1.2	.1
Special aggregate indexes												
All items less medical care	209.141	1.7	.5	200.609	1.6	.7	215.992	1.9	.9	232.926	1.8	.3
All items less shelter	208.828	2.3	.7	198.321	2.3	.9	205.539	2.6	1.2	212.512	2.3	.5
Commodities less food	160.795	2.9	.9	145.488	2.7	1.5	152.661	2.8	1.7	159.189	3.7	.8
Nondurables	214.950	3.5	1.1	207.762	3.1	1.2	212.602	3.6	1.6	214.311	4.1	1.1
Nondurables less food	207.458	4.9	1.3	194.375	4.2	1.9	196.717	5.0	2.3	195.953	6.1	1.2
Services less rent of shelter ²	252.563	1.8	.3	245.186	2.2	.7	250.074	2.5	.9	243.753	1.3	.1
Services less medical care services	246.643	1.0	.2	238.282	1.0	.4	259.834	1.4	.5	282.924	1.1	.0
Energy	224.500	7.8	2.6	205.495	6.3	2.6	259.035	8.1	2.2	220.155	6.5	1.4
All items less energy	216.389	1.1	.3	210.031	1.2	.5	219.493	1.4	.7	241.902	1.4	.2
All items less food and energy	215.627	.9	.2	208.401	1.1	.5	217.733	1.1	.7	245.532	1.3	.1

¹ This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.
² indexes on a December 1984=100 base
³ Special index based on a substantially smaller sample.

⁴ indexes on a December 1993=100 base.
⁵ indexes on a December 1997=100 base.
 - Data not available.
 NOTE: Index applies to a month as a whole, not to any specific date.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing the Extension of a Contract for a One Year Period with Landscape Concepts Management of Grayslake, IL for Stump Removal and Restoration Services, in 2011 not to exceed \$85,000.00.

Resolution or Ordinance No.: _____

Date of Board Action: March 21, 2011

Staff Review:

Public Works Director: John P. Wielebnicki
John P. Wielebnicki

Village Manager's Office: WS

Item History (Previous Board Review, Related Action, History):

As a result of tree removal due to Dutch Elm Disease (DED), Emerald Ash Borer (EAB), hazard, and storm damage, the Village grinds and restores the area around stumps on public parkways. Contracting out stump removal has proven to be the most efficient means of stump removal. Among the benefits of prompt stump removal are:

- (1) Reduced liability exposure created by any hazardous condition that may be caused by stumps left on the parkway for long periods.
- (2) Better establishment of seed by accomplishing restoration during the growing season.
- (3) Enhances customer service by presenting a graded, level, restored parkway sooner after tree removal.

The Village issued a Request for Proposal for stump removal on September 24th, 2008. The proposal was written for a one year term with the Village having the right to renew the agreement for two additional one year terms. 2011 is the second one year term.

On January 5, 2009, following the RFP process, the Village executed an agreement with Landscape Concepts Management of Grayslake, Illinois to perform stump removal throughout the Village. The Village also executed an agreement on February 1, 2010 for the 2010 service. Landscape Concepts Management completed the work in 2009 and 2010 in a satisfactory manner.

Item Policy Commentary (Key Points, Recommendation, Background):

The estimated number of stumps requiring removal in 2011 is approximately 700; 150 to 200 stumps resulting from Dutch Elm Disease removals, 100 to 200 anticipated removals from all other causes, and additionally, as many as many as 300 removals due to EAB infestations on the parkways

throughout the Village.

The agreement provides that upon renewal, the base stump removal cost increase will be based on the latest published Consumer Price Index (CPI). The January 2011 CPI is 1.7% higher than the January 2010 CPI, thus the price for stump removal will be adjusted from \$112.50 to \$114.41.

Staff is seeking Board approval to execute the renewal of this contract for 2011.

Item Budget Commentary:

The FY 2011 budget provides \$60,000.00 for parkway tree stump removal and restoration services for DED and other hazard tree removal and an additional \$25,000.00 for stump removal of EAB infested trees in account no. 1001-43800-741-530667, External Support, for a total amount of \$85,000.00.

If awarded, the Contract with Landscape Concepts Management for stump removal and restoration services for 2011 will not exceed \$85,000.00.

Proposed Action: Approve the resolution.

RESOLUTION

AUTHORIZING THE EXTENSION OF A CONTRACT FOR A ONE-YEAR PERIOD WITH LANDSCAPE CONCEPTS MANAGEMENT, INC. OF GRAYSLAKE, IL FOR STUMP REMOVAL AND RESTORATION SERVICES, IN 2011 NOT TO EXCEED \$85,000.00.

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute an agreement with Landscape Concepts Management of Grayslake, Illinois for stump removal and restoration services in the Village of Oak Park in 2011 in an amount not to exceed \$85,000.00. The contract shall conform substantially to the contract attached hereto as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on the 21st day of March, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and **Landscape Concepts Management, 31745 Alleghany Road, Grayslake, IL 60030** its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project No. 08-105, Stump Removal and Restoration;
 - b. Contractor's Proposal dated October 9, 2008; and
 - c. The Contract Bond

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Village Forester under it.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell
Village Clerk
(Seal)

By _____

Thomas W. Barwin
Village Manager

Landscape Concepts Maintenance

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011

LAW DEPARTMENT

By: _____

Signature

Printed Name

Its: _____

Title



Contract Bond

Landscape Concepts Management, 31745 Alleghany Road, Grayslake, IL 60030, as PRINCIPAL,
and

_____ as SURETY,
is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Eighty Five Thousand Dollars (\$85,000.00), 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 and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; 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 hold the Village and its awarding authority harmless on account of any such damages 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 _____, 2011.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

Approved this _____ day of _____, 2011.

VILLAGE OF OAK PARK

Thomas W. Barwin
Village Manager

Attest:

Teresa Powell
Village Clerk
(Seal)

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011
[Signature]
LAW DEPARTMENT



The Village of Oak Park
Department of Public Works
201 South Boulevard
Oak Park, IL 60302

708.358.5700
Fax 708.358.6711
TTY 708.253.0048
publicworks@oak-park.us

March 1, 2011

Landscape Concepts Management
ATTN: Phil Moore
1285 Aurora Avenue Lane
Aurora, Illinois 60505

Re: Stump Removal and Restoration for the Village of Oak Park for 2011

Dear Mr. Moore:

The Village of Oak Park is looking forward to working with Landscape Concepts Management on the third year of the three-year stump removal and restoration contract. Per the contract, LCM is entitled to an adjustment in unit pricing based upon 100% of the percentage of change of the latest published CPI (consumer price index) as compared to the 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). Included with this mailing is a copy of the index obtained from the Department of Labor website. Currently, the latest published index shows a 1.7% increase in this index, which will be applied to the 2010 unit stump removal and restoration cost of \$112.50. This results in a per stump cost for the 2011 contract of \$114.41.

Questions regarding unit pricing can be directed to me directly at (708) 358-5700. By signing this letter, Landscape Concepts Management agrees to these conditions.

Thank you, and once again the Village looks forward to working with LCM in 2011.

Sincerely,



Jim Semelka
Urban Forestry Superintendent



Phil Moore

Account Manger, Landscape Concepts
Management

Table 22. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Areas priced monthly, by expenditure category and commodity and service group

(1982-84=100, unless otherwise noted)

Item and group	U.S. city average			Chicago-Gary-Kenosha, IL-IN-WI			Los Angeles-Riverside-Orange County, CA			New York-Northern N.J.-Long Island, NY-NJ-CT-PA		
	Index	Percent change from—		Index	Percent change from—		Index	Percent change from—		Index	Percent change from—	
		Jan. 2011	Jan. 2010		Dec. 2010	Jan. 2011		Jan. 2010	Dec. 2010		Jan. 2011	Jan. 2010
Expenditure category												
All items	216.400	1.8	0.5	209.016	1.7	0.7	221.540	2.0	0.9	238.396	1.8	0.3
All items less (100)	644.591	-	-	613.852	-	-	654.719	-	-	678.772	-	-
Food and beverages	222.385	1.8	.9	219.039	1.5	.3	230.205	2.2	.9	231.186	2.0	.8
Food	222.039	1.9	.9	218.045	1.7	.3	228.010	2.4	.9	230.905	2.1	.9
Food at home	218.804	2.2	1.4	218.614	1.8	.4	237.142	2.5	1.6	229.540	2.7	1.3
Food away from home	228.279	1.5	.2	212.115	1.5	.3	213.205	2.2	-.1	237.840	1.3	.3
Alcoholic beverages	225.994	1.1	.2	231.556	-.2	.3	239.524	.0	.5	233.737	1.1	.0
Housing	213.442	.4	.3	202.820	-.3	.2	238.724	.8	.4	254.770	.8	.0
Shelter	243.569	.6	.2	242.323	.4	.3	262.252	.8	.2	308.821	1.1	.0
Rent of primary residence ¹	249.848	.9	.2	275.003	.8	.1	282.721	1.1	.1	312.897	2.1	-.3
Owners' equivalent rent of residences ^{1 2}	233.565	.5	.1	239.819	.1	.3	254.558	.7	.3	287.873	.5	.1
Owners' equivalent rent of primary residence ^{1 2}	233.564	.5	.1	239.819	.1	.3	254.579	.7	.3	287.822	.4	.1
Fuels and utilities	212.409	1.3	.7	174.606	-2.0	-.2	256.348	4.9	1.0	196.855	1.1	.1
Household energy	185.463	.3	.8	151.482	-4.2	-.4	244.116	4.0	.7	196.524	-.3	.0
Energy services ¹	187.874	-.4	.4	154.327	-4.6	-.5	243.291	4.1	.7	188.705	-3.5	-1.5
Electricity ¹	187.194	1.4	.3	144.053	4.3	-1.1	289.930	10.0	1.0	181.485	-.5	-2.9
Utility (piped) gas service ¹	186.417	-6.4	.7	157.809	-15.7	.3	181.786	-13.0	-.4	196.674	-9.1	1.4
Household furnishings and operations	120.345	-2.4	.3	98.059	-3.5	-.1	120.502	-3.6	1.0	111.045	-3.1	.0
Apparel	115.649	-.6	-1.3	87.799	-1.1	.7	105.753	2.9	4.3	108.382	2.2	-.1
Transportation	200.635	5.9	1.4	187.029	7.1	2.0	199.321	4.6	1.3	210.133	5.5	.9
Private transportation	197.275	5.8	1.4	183.890	7.0	2.2	195.186	4.4	1.4	201.624	5.6	.8
Motor fuel	266.820	13.5	3.8	283.332	14.2	4.7	261.242	10.0	2.9	249.842	15.1	3.0
Gasoline (all types)	266.224	13.4	3.8	281.155	14.0	4.7	255.911	9.9	2.9	249.116	15.1	2.9
Gasoline, unleaded regular ³	265.722	13.5	3.9	277.689	14.2	4.8	256.798	10.0	2.9	252.184	15.4	3.0
Gasoline, unleaded midgrade ^{3 4}	272.629	13.2	3.7	291.706	13.7	4.3	241.757	9.6	2.8	249.503	14.6	2.8
Gasoline, unleaded premium ³	256.455	12.6	3.6	267.275	13.5	4.5	243.768	9.2	2.6	243.270	14.2	2.7
Medical care	395.536	3.2	.5	423.584	3.3	1.1	377.808	3.5	1.3	383.570	2.8	.6
Recreation ⁵	109.039	-.8	.4	110.216	2.5	1.1	99.332	-2.9	3.5	112.934	.1	.8
Education and communication ⁵	125.065	.6	.0	135.958	.1	.5	133.091	2.9	-.4	131.662	-.4	.2
Other goods and services	414.263	2.4	.1	373.308	-.2	.7	360.974	4.3	-.2	433.567	4.5	-.3
Commodity and service group												
All items	216.400	1.8	.5	209.016	1.7	.7	221.540	2.0	.9	238.396	1.8	.3
Commodities	180.958	2.6	.9	168.982	2.3	1.1	177.802	2.6	1.4	186.948	3.1	.8
Commodities less food and beverages	158.473	3.0	.9	142.131	2.8	1.5	148.466	2.9	1.8	156.283	3.9	.8
Nondurables less food and beverages	206.142	5.2	1.4	190.997	4.6	2.0	190.528	5.3	2.4	193.509	6.5	1.3
Durables	111.973	-.5	.2	98.451	-.5	.5	106.953	-1.6	.5	104.113	-1.3	-.2
Services	257.982	1.2	.2	251.172	1.2	.5	267.424	1.5	.5	290.368	1.2	.1
Special aggregate indexes												
All items less medical care	209.141	1.7	.5	200.609	1.6	.7	215.992	1.9	.9	232.926	1.8	.3
All items less shelter	208.828	2.3	.7	198.321	2.3	.9	205.539	2.6	1.2	212.512	2.3	.5
Commodities less food	160.795	2.9	.9	145.488	2.7	1.5	152.661	2.8	1.7	159.189	3.7	.8
Nondurables	214.950	3.5	1.1	207.762	3.1	1.2	212.602	3.6	1.6	214.311	4.1	1.1
Nondurables less food	207.458	4.9	1.3	194.375	4.2	1.9	196.717	5.0	2.3	195.953	6.1	1.2
Services less rent of shelter ²	252.563	1.8	.3	245.186	2.2	.7	250.074	2.5	.9	243.753	1.3	.1
Services less medical care services	246.643	1.0	.2	238.282	1.0	.4	259.834	1.4	.5	282.924	1.1	.0
Energy	224.500	7.8	2.6	205.495	6.3	2.6	259.035	8.1	2.2	220.155	6.5	1.4
All items less energy	216.389	1.1	.3	210.031	1.2	.5	219.493	1.4	.7	241.902	1.4	.2
All items less food and energy	215.827	.9	.2	208.401	1.1	.5	217.733	1.1	.7	245.532	1.3	.1

¹ This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

² Indexes on a December 1984=100 base

³ Special index based on a substantially smaller sample.

⁴ Indexes on a December 1993=100 base.

⁵ Indexes on a December 1997=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date.

J

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION RECOMMENDATION

AGENDA ITEM COMMENTARY

Item Title: Approve Ordinance for All Way Stop Signs On Division Street At Hayes Avenue As Reviewed By The Village Board Of Trustees On January 18, 2011

Resolution or Ordinance No. _____


Date of Board Action _____ March 21, 2011 _____

Village Engineer



Jim Budrick

Village Manager's Office



Citizen Advisory Board Or Commission Issue Processing (Dates of Related Commission Meetings): 11/22/10 Transportation Commission – Petition to install All Way Stop Signs at the intersection of Division and Hayes.

Item Policy Commentary (Previous Board Review, History Key Points, Current Issue, Commission Recommendation):

Staff received a petition dated August 30, 2010 from 51% of residents within the 800, 900 and 1000 blocks of north Hayes to upgrade the existing two ways, north – south stop signs to all way stop signs at the intersection of Division Street and Hayes Avenue.

The Transportation Commission reviewed the petition at its November 22, 2010 meeting. The Commission listened to both the staff presentation and public testimony. The Commission reviewed the traffic volumes, crash data and traffic control history in the area. After considerable deliberation, the Commission voted unanimously to make a recommendation to install all way stop signs.

The Village Board of Trustees reviewed the Commissions recommendation at it's January 18, 2011 meeting and approved a motion to direct staff to prepare an ordinance to install permanent all way stop signs at the intersection.

The draft Ordinance is attached for adoption by the Village Board.

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION RECOMMENDATION

AGENDA ITEM COMMENTARY

Proposed Board Action:

Adopt the Ordinance.

ORDINANCE AMENDING AN ORDINANCE ESTABLISHING TRAFFIC CONTROL SIGNS

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, in accordance with the Home Rule Powers granted to it under Article VII, Section 6 of the Constitution of the State of Illinois (1970) that “An Ordinance Establishing Traffic Control Signs,” as referenced in Section 15-1-11 of the Oak Park Village Code entitled “Stop Signs” is hereby amended by deleting the following text that is stricken through and adding the following underlined text:

~~No person shall drive a motor vehicle on Hayes Avenue into the intersection of Division Street and Hayes Avenue without first bringing said vehicle to a full stop.~~

No person shall drive a motor vehicle on Division Street or on Hayes Avenue into the intersection of Division Street and Hayes Avenue without first bringing said vehicle to a full stop.

THIS ORDINANCE shall be in full force and effect from and after its adoption, approval, publication, and posting of appropriate signs, as provided by law.

ADOPTED this 21st day of March, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

Published by me in pamphlet form this ____ day of _____, 2011.

Teresa Powell
Village Clerk

VILLAGE OF OAK PARK

AGENDA ITEM COMMENTARY

Item Title: Motion To Refer Application For Special Use Permit From Doug Fulton On Behalf of 3to7, LLC To Operate An After School Center At 608 Harrison Street To The Zoning Board of Appeals To Hold A Public Hearing.


Date of Board Action:

March 21, 2011

Submitted by:

Michael Bruce, Zoning officer

Village Manager's Office:



Signature

Item History:

On March 10, 2011, Doug Fulton on behalf of 3to7, LLC, filed an application pursuant to Section 3.1 (Summary Use Matrix) and Section 4.5.2 H (Day-Care Centers) of the Zoning Ordinance of the Village of Oak Park requesting the issuance of a special use permit, authorizing an after school center (a day care facility) located at 608 Harrison Street. The building is located in an R-7 Multiple-Family Zone District. Section 3.1 (Summary Use Matrix) and Section 4.5.2 H (Day-Care Centers) of the Zoning Ordinance of the Village of Oak Park requires that a special use permit is necessary to operate a duly licensed day-care center in all zoning districts.

Item Policy Commentary:

Section 2.2.3(C) of the Zoning Ordinance requires that the President and Board of Trustees refer the application for special use permit to any appointed or elected commission or committee, including but not limited to the Zoning Board of Appeals or Plan Commission, for the purpose of holding a public hearing thereon pursuant to Section 2.2.5.

The Applicant is applying for a special use permit to operate an after school center for school age children between the ages of 5-12 during the hours of 3 p.m. and 7 p.m. The applicant is currently working with DCFS to allow a maximum of 103 children at the proposed facility, dependant on the final floor plan.

Item Budget Commentary:

No impact to the budget relative to processing the application. The required application fee has been paid by the applicant.

Proposed Commission Action:

Refer this case to the Zoning Board of Appeals to hold a public hearing at its next regularly scheduled meeting date.

Application for Special-Use Permit

The Village of Oak Park
123 Madison
Oak Park, IL 60302-4272

708.358.5430
Fax: 708.358.5441
TTY 708.383.0048
building@oak-park.us

Applicant Information

Name of Applicant: Stwo7 LLC

Address of Subject Property: 608 Harrison St

Owner of Subject Property: Peter Gancer Owner's Address: 427 NE CLID AVE

Authorized Agent: _____ Address: _____

Are there any original covenants, conditions, or deed restrictions concerning this property in the type of improvements, set backs, area, or height requirements?
 Yes (If yes, attach explanation) No

Are there any contracts or agreements of any nature in existence with regard to the sale or disposal of this property that are contingent upon the decision made pursuant to this application?
 Yes (If yes, attach explanation) No

The present owner acquired legal title to these premises on: _____

Case Information

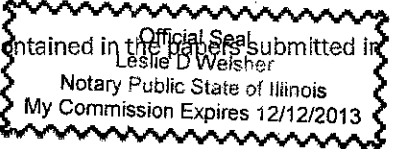
The Applicant seeks a special-use permit to: open an after school care facility for elementary aged school children

The subject property is located in the A-7 Zone District.

The subject property is presently used as: vacant

Certification

I hereby depose and say that all the above statements, as well as any statements contained in the affidavits submitted in support of this application submitted herewith, are true.



Sworn to me this 10 day of March, 20 11

Leslie D. Weisher
Notary Public

Douglas Fullerton
Applicant

My commission expires: 12/12/2013

Notice: This application must be completed fully and legibly, and accompanied by all required submittals, as listed on the reverse side of this application. Only persons having a proprietary interest in the subject property may file an application. The application fee is due at time of application, and is not refundable.



Disclosure of Beneficiaries

Village of Oak Park 708.358.5430
123 Madison Street Fax: 708.358.5114
Oak Park, IL 60302-4272 TTY 708.383.0048

Address of Subject Property: 608 Harrison St Date:
Property Identification Number(s) (PIN): 16-18-227-022-0000 608 Harrison
16-18-227-023-0000 604 Harrison - parking lot

Owner Information

You must provide the following information. If additional space is needed, attach extra pages to this form.

Owner 1 Name: Forest Bank National Bank & Trust Co Telephone No.:
Owner 1 Address: 25 Trustee of Trust No. 041539 v/t/12 Facsimile No.:
Owner 2 Name: dated June 14, 2004 Telephone No.:
Owner 2 Address: Facsimile No.:

If property is held in a Land Trust, provide name(s) of all beneficial owners.
(A Certificate of Trust must be attached hereto.)

Applicant Information

Applicant's Name: Doug Fulton Telephone No.: 708 445 9709
Applicant's Address: 426 Lenox St Oak Park Facsimile No.: 708 434 1269

Contact Information
(If different than Applicant)

Project Contact: Telephone No.:
Contact's Address: Facsimile No.:

Proprietary Interest of Applicant

Owner Legal Representative Contract Purchaser Other: Lessee

Certification

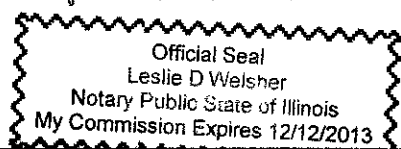
I hereby depose and say that all the above statements, as well as any statements contained in the items of information submitted in support of this application submitted herewith, are true.

Sworn to me this 10 day of March, 2011

Leslie D. Welsher
Notary Public

My commission expires: 12/12/2013

Doug Fulton
Applicant/Authorized Agent (circle one)



BUILDING OWNER

Peter Gancer
427 N Euclid Ave
Oak Park, IL 60302-2111

APPLICANT

Doug Fulton
426 Lenox St.
Oak Park, IL 60302-1340

STREET ADDRESS OF PROPERTY IN QUESTION

608 Harrison St.
Oak Park, IL 60304-1329

LEGAL DESCRIPTION OF PROPERTY IN QUESTION

PARCEL 1

LOTS 22 AND 23 IN BLOCK 8 IN MERCHANT'S MADISON STREET ADDITION A SUBDIVISION OF BLOCK 9 IN HUTCHINSON AND ROTHERMEL'S SUBDVSION AND ALSO PART OF BLOCK 3 IN B.F. JERVIS' SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 20 AND 21 IN BLOCK 8 IN MERCHANT'S MADISON STREET ADDITION A SUBDIVISION OF BLOCK 9 IN HUTCHINSON AND ROTHERMEL'S SUBDIVISION AND ALSO PART OF BLOCK 3 IN B.F. JERVIS' SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERDIAN, IN COOK COUNTY, ILLINOIS.

SPECIAL USE STANDARDS: SECTION 2.2.3 (D) ANSWERS

1) THE PROPOSED BUILDING OR USE AT THE PARTICULAR LOCATION REQUESTED IS NECESSARY OR DESIRABLE TO PROVIDE A SERVICE OR A FACILIT THAT IS IN THE INTEREST OF THE PUBLIC CONVENIENCE AND WILL CONTRIBUTE TO THE GENERAL WELFARE OF THE NEIGHBORHOOD OR COMMUNITY:

Making the transition from full time childcare to part time after school care can be a challenging activity for parents. Families without a trusted adult to provide supervision for their child or children are sometimes forced to leave them home and unsupervised.

A vast amount of research exists that details the need for after school care. Our survey of Oak Park families, personal experience and conversations with community leaders all confirm the existing research detailing the need for after school options. There are 5,968 (estimated) children currently enrolled in Oak Park schools that qualify, based on age alone, for enrollment at 3two7. The two primary options for parents, West Cook YMCA and Hephzibah Children's Association, have waiting lists.

Our proposed service

3two7 is an After School Center for school aged children between the ages of 5 and 12. We will pick children up from their respective schools and transport them to our location. Once there children will be able to engage in a variety of available activities. We will be open from the time the earliest school dismisses until 7pm every day during the week and all day when there is no school or when school is dismissed early. Snacks provided will be of the highest quality. Our staff will consist of a Program Director supported by a qualified staff to maintain a 1 to 10 ratio of caregivers to children. Our interior space will be designed specifically for children with their needs and desires as our focus by architectureisfun (Peter and Sharon Exley).

2) THE PROPOSED BUILDING OR USE WILL NOT HAVE A SUBSTANTIAL OR UNDUE ADVERSE EFFECT UPON ADJACENT PROPERTY, THE CHARACTER OF THE NEIGHBORHOOD, TRAFFIC CONDITIONS, UTILITY FACILITIES AND OTHER MATTERS AFFECTING THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE:

3two7 has been designed, physically and philosophically, to create a sense of community, a coming together for children. We will, in a simple and elegant manner, add value aesthetically to the adjacent properties and character of the neighborhood. We choose architectureisfun because they craft environments specifically for children and have a body of work that speaks to their careful and thoughtful designs as related to the surrounding community. Please see attached conceptual drawings.

The proposed location has 26 attached parking spaces that will accommodate our employees, drop off and pick up of children. See attached **PICK UP & DROP OFF PROCEDURES**.

3) THE PROPOSED BUILDING OR USE WILL BE DESIGNED, ARRANGED AND OPERATED SO AS TO PERMIT THE DEVELOPMENT AND USE OF NEIGHBORING PROPERTY IN ACCORDANCE WITH THE APPLICABLE DISTRICT REGULATIONS:

3two7 will be wholly contained within the footprint of the building structure and will do nothing to hinder the development or use of neighboring property.

4) THE PROPOSED BUILDING OR USE COMPLIES WITH THE MORE SPECIFIC STANDARDS AND CRITERIA ESTABLISHED FOR THE PARTICULAR BUILDING OR USE IN QUESTION BY SECTIONS 2.2.7 (PLANNED DEVELOPMENT PROCEDURES) AND 4.5 (SPECIAL USES) OF THIS ZONING ORDINANCE:

The proposed use does comply with the more specific standards and criteria established for our particular use in both cases.

5) THE PROPOSED BUILDING OR USE HAS BEEN CONSIDERED IN RELATION TO THE GOALS AND OBJECTIVES OF THE COMPREHENSIVE PLAN OF THE VILLAGE OF OAK PARK:

I have read the Comprehensive Plan of the Village of Oak Park and our proposed use provides a sustainable means to achieve a portion of the stated goals and objectives of the plan.

Per the Oak Park Comprehensive Plan, Chapter V: Economic Development

Goal 1: to expand the village's tax base in order to maintain a high level of services, programs and facilities.

- We are going to remodel and open for business an otherwise vacant building. That will increase tax revenue for the village. The program provides an outlet for an under served market and helps families struggling to find quality care.

Objective A: To maximize the potential for establishing tax generating commercial and residential development and re-development.

- This objective is achieved by granting us the requested permit.

Objective B: To stimulate increased private investment in Oak Park.

- We have self financed this project from the beginning. We are looking for a mix of private investment along with an SBA loan to finance the build out.
 - Policy #3 (#'s 1 & 2 not included): Improve efforts to facilitate and attract new business by serving as a catalyst to the private sector
 - This policy is met by granting us the requested permit.

6) THERE SHALL BE REASONABLE ASSURANCE THAT THE PROPOSED BUILDINGS OR USE WILL BE COMPLETED AND MAINTAINED IN A TIMELY MANNER IF AUTHORIZED:

The nature of our business demands we proceed in a timely manner. Parents begin making childcare decisions in April for the following school year. We will be licensed by DCFS and, therefore, must be ready to pass inspection before accepting children when school starts in 2011.

PICK UP AND DROP OFF

In order to facilitate an orderly drop off of children coming from school and pick up in the evening, 3two7 has developed "Pick up & Drop off Procedures".

Pick up and drop off flow analysis

The maximum capacity of 3two7 as currently designed is 90 children. The following flow analysis illustrates the parking, drop off and pick up requirements at maximum capacity.

Flow analysis

Assumptions

- 90 children attend 3two7 daily
- Each child is picked up individually
- Children are dropped off in buses from Oak Park elementary schools
- Incoming buses can transport 30 children
- Hours are 3pm to 7pm
- 4 hours available for pick up
- Most likely scenario is 2/3 of children are picked up between 5pm & 7pm (60 children)
- 10 total 3two7 employees at maximum capacity need parking (not including Doug Fulton)

Based on the above assumptions:

	4hr even distribution (90 children)	2/3 between 5pm – 7pm (60 children)
Pick up / hour	22.5	30
Pick up / 15min	5.6	7.5

Between the hours of 5pm – 7pm 3two7 will have the greatest need for parking to facilitate pick up. 8 parking spaces need to be available during any 15min period if 2/3 of the children are picked up between 5pm & 7pm. The property 3two7 will be located on has 26 parking spaces. At maximum capacity 11 will be taken by employees leaving 15 for customers. There is also street parking available on the north side of Harrison St.

PICK UP & DROP OFF PROCEDURES

Every arriving transportation vehicle dropping off children will be met by at least one staff member every time. Transportation vehicle(s) arriving from the various schools will be directed to use East Ave or Clarence Ave for access to the east/west alley in the rear of the property or to Harrison directly. Depending on current needs (i.e. weather, special circumstance or other reason), 3two7 may periodically instruct Lakeview Bus Lines drivers to enter the rear alley to access our parking lot to drop off children. Buses will enter the parking lot, stop with front of bus parallel with sidewalk, ensure 3two7 personnel are present, let children exit bus.

PARENTAL PICK UP OF CHILDREN

3two7 will use twitter, e-mail, phone call, text message or any other form of electronic communication or parental suggestion to facilitate orderly pick up of the children. We will work with families to incorporate the habit of notifying 3two7 when children will be picked up within 15 minutes so that our staff has the time to prepare children for pick up.

Pick up procedure

- Notify 3two7 of your arrival time
- Park in 3two7 parking lot on east side of building
 - Park on the north side of Harrison St. - no current parking restrictions between 3pm and 7pm M-F
- Enter 3two7 at main entrance
- Sign in
- Log child/children out
- Check out with staff

BUS PICK UP OF CHILDREN AT THEIR RESPECTIVE SCHOOLS

Lakeview Bus Lines will be contracted by 3two7 to pick children up from their respective schools and transport them to 608 Harrison St. Each bus is equipped with seat belts/harness straps and video cameras.

INTEGRATING 3two7 INTO THE SCHOOLS

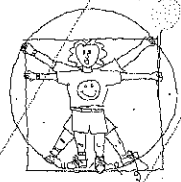
1. Meet with district 97 official(s) to understand their needs
 - a. How does district want us to facilitate the pick up
 - i. How can 3two7 make it easy for the schools
 - b. Submit our plan to district for approval/comments
 - c. Visit individual teachers/principals to develop a relationship

Preliminary plan for pick up of children from their respective schools

- Work with Lakeview Bus Lines and their drivers to instruct them on the policies and procedures 3two7 has in place
- Each student receives a tee shirt or some item identifying them as a 3two7 attendee
 - Further develop plan with input from District 97 once a lease is signed

architectureisfun

111 West North Avenue
Chicago, Illinois 60610-1302 USA
312.335.1317 / 312.335.1346 Fax
www.architectureisfun.com

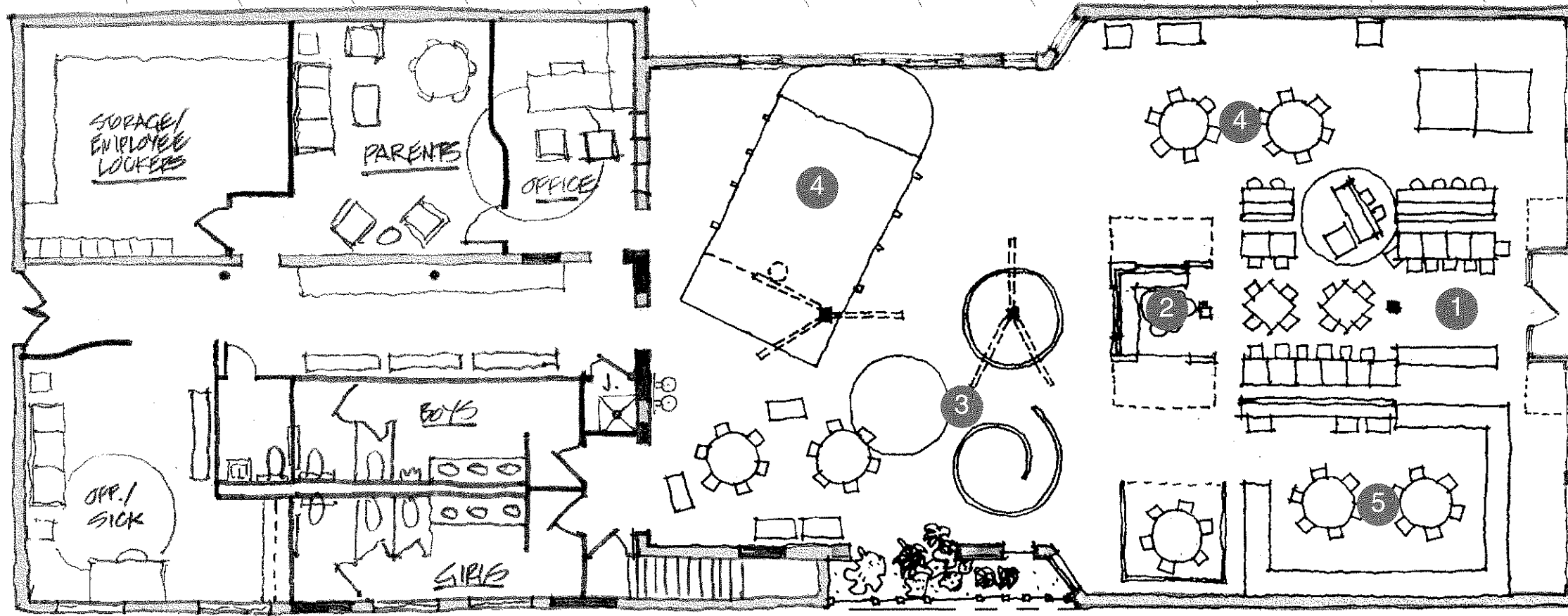


3two7 After School Center
Concept Envisioning
Audrea and Doug Fulton
426 Leñox Street
Oak Park, IL 60302-1340
www.3two7.com



WDN
ARCHITECTURE
LLC

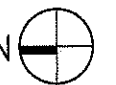
125 NORTH MARION ST. #204
OAK PARK, ILLINOIS 60301
PH. 708.386.9695 FAX. 708.575.8878



HARRISON STREET

Plan

- 1. Home Zone - Café & Entry
- 2. 3two7 Hearth
- 3. The Pods
- 4. The Loft
- 5. The Kitchenette - Life Skills Zone



PROPOSED FIRST FLOOR PLAN

architectureisfun

111 West North Avenue
Chicago, Illinois 60610-1302 USA
312.335.1317 312.335.1346 Fax
www.architectureisfun.com



3two7 After School Center
Concept Envisioning
Audrea and Doug Fulton
426 Lenox Street
Oak Park, IL 60302-1340
www.3two7.com



WDN
ARCHITECTURE
LLC

125 NORTH MARION ST. #204
OAK PARK, ILLINOIS 60301
PH. 708.386.9695 FAX. 708.575.8878

PUBLIC ALLEY

HARRISON STREET



EXISTING FIRST FLOOR PLAN AND SITE PLAN

608 HARRISON STREET, OAK PARK, IL

SCALE: 3/32" = 1'-0"

L

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

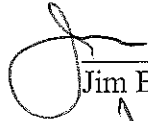
Item Title: Resolution Authorizing Execution of a Contract with Sheridan Plumbing and Sewer for Project 11-9, Rehabilitation of Water Main Crossing Under I-290 at Ridgeland Avenue.

Resolution or Ordinance No. _____

Date of Board Action March 21, 2011

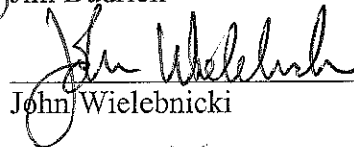
Staff Review:

Village Engineer



Jim Budrick

Director of Public Works



John Wielebnicki

Village Managers Office



Item History (Previous Board Review, Related Action, History, Etc.):

In 2009, the water main crossing under I-290 at Ridgeland Avenue had a section of pipe fracture resulting in a shut down of the entire line. In 2010 the Village contracted with Baxter Woodman consulting engineers to prepare plans for rehabilitation of this line as well as the crossings at both East Avenue and Lombard Avenue. The Board may recall that the crossing at East Avenue was restored in 2010 during the time I-290 was being resurfaced.

Bids were opened on Thursday, March 10, 2011 for project 11-9, Rehabilitation of the Water Main Crossing Under I-290 at Ridgeland Avenue. A total of 13 contractors picked up plans and 4 submitted bids. The low bid was submitted by Sheridan Plumbing and Sewer of Burr Ridge, Illinois in the amount of **\$241,000**.

The advertisements for the project were placed in the Wednesday Journal, McGraw Hill – Dodge, Construction Research Technology, Reed Construction Data, , Black Contractors United, Federation of Women Contractors, and Hispanic Contractors Industry. A copy of the bid tabulations along with the EEO Report for the lowest bidder is attached for the Board's information.

Item Policy Commentary (Key Points, Recommendations, Background):

This project includes replacing the water main piping on the south slope of I-290 and inserting a structural lining inside the section of water main that runs under the highway proper. The valves at both ends will also be replaced as part of this project.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

The Engineering Division together with Baxter Woodman had met with the major pipe lining manufactures in the fall of 2010, to assure there were sufficient options for contractors to provide bids.

It is anticipated that the crossing at Lombard Avenue will be designed and bid in 2012.

Item Budget Commentary:

A total of \$350,000 has been budgeted in the Water Fund for the I-290 water crossing project. The following table shows the amounts to be used for the project and balance remaining after the contract award:

Fund / Account	Budget Amount	Amount of Contract	Balance Remaining
Water 5040-43730-777-570707	\$350,000	\$241,000	\$109,000

Proposed Action:

Approve the Resolution.

RESOLUTION

AUTHORIZING EXECUTION OF A CONTRACT WITH

SHERIDAN PLUMBING & SEWER.

FOR PROJECT 11-9 REHABILITATION OF WATER MAIN CROSSING
UNDER I-290 AT RIDGELAND AVENUE

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized to execute a contract with Sheridan Plumbing & Sewer of Burr Ridge, Illinois for Project 11-9, Rehabilitation of Water Main Crossing under I-290 in an amount not to exceed \$241,000. The contract shall conform substantially to the contract attached hereto as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on March 21, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and Sheridan Plumbing and Sewer, 100 Tower Drive, Unit 115, Burr Ridge, IL 60527, its executors, administrators, successors or assigns (hereinafter "Contractor".)
 2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project No 11-9 Rehabilitation of Water Main Under I-290 at Ridgeland Ave;
 - b. Sheridan Plumbing and Sewer's Proposal dated and
 - c. The Contract Bond
- Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.
3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Village Engineer under it.
 4. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this job.
 5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
 6. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell
Village Clerk
(Seal)

By _____
Thomas W. Barwin
Village Manager

Sheridan Plumbing and Sewer

By: _____
Signature

Printed Name

Its: _____
Title

REVIEWED AND APPROVED
AS TO FORM

MAR 15 2011
[Signature]
LAW DEPARTMENT



Contract Bond

Sheridan Plumbing and Sewer, 100 Tower Drive, Unit 115, Burr Ridge, IL 60527 as Principal and _____ as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of **Two Hundred and Forty One Thousand Dollars (\$241,000)**, 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 and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; 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 hold the Village and its awarding authority harmless on account of any such damages 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 _____, 2011.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

Approved this _____ day of _____, 2011.

VILLAGE OF OAK PARK

Thomas W. Barwin
Village Manager

Attest:

Teresa Powell
Village Clerk
(Seal)

REVIEWED AND APPROVED
AS TO FORM
MAR 15 2011
[Signature]
LAW DEPARTMENT

ORIGINAL



BIDDERS NEED ONLY RETURN THOSE PAGES IDENTIFIED AS
"RETURN THIS PAGE WITH BID"

Project Name: **Rehabilitation of Water Main Crossing Under I-290 at Ridgeland Avenue**

Project Number: **11-9**

Location: **VILLAGE OF OAK PARK, ILLINOIS**

Ridgeland Avenue at I-290

Submitted to the President and Board of Trustees

By: Sheridan Plumbing & Sewer
Contractor's Name

100 Tower Dr. - Unit 115
Address

Burr Ridge, IL 60527
City, State, Zip



Notice To Bidders

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302, Monday through Friday, 8:30 A.M. TO 5:00 P.M. until **11:00 A.M. on Thursday, March 10, 2011** at which time the proposals will be publicly opened and read.

Description of Work

Name: **Rehabilitation of Water Main Crossing Under I-290 at Ridgeland Avenue**

Location: Ridgeland Avenue at I-290

Proposed Improvement: In general, the improvements will require the following construction: water main rehabilitation including lining a 12 inch water main under I-290 (approx. 330 ft.); replacement of ductile iron water main (approx 140 ft.); 3 gate valves; 4 water main connections; testing; surface restoration; and all appurtenant work thereto.

Bidders Instructions

1. Plans and proposal forms will be available in the Office of the Village Engineer, upon payment of **\$20.00** which will not be refunded. **No plans will be issued to prospective bidders after 5 P.M.** on the working day preceding the opening of bids.
2. At the bid opening, all proposals must be accompanied by a proposal guaranty, executed by a corporate surety company (bid bond) or a bank cashier's check in the amount of 10% of the amount bid.

RETURN THIS PAGE WITH BID

The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the "Standard Specifications for Road and Bridge Construction," prepared by the Illinois Department of Transportation.

3. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:

- a. Proposal Cover
- b. Notice to Bidders
- c. Contract Proposal (I)
- d. Schedule of Prices Proposal Form (II)
- e. Proposal Bid Bond (III)
- f. Contractor's Certification (IV)
- g. Tax Compliance Affidavit (V)
- h. Fair Employment Practices Affidavit of Compliance (VI)
- i. Village of Oak Park EEO Report (VII)
- j. Participation Statement (See Attached Vendor Handbook)
 - SCHEDULE C: Village of Oak Park Letter of Intent From MBE/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
 - SCHEDULE D: Village of Oak Park M/WBE Participation
- k. Affidavit of Availability
- l. Federal Required Documents

5. All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

By Order of

Jim Budrick, Village Engineer

RETURN THIS PAGE WITH BID



Proposal

(I)

1. Proposal for: **Project 11-9 Rehabilitation of Water Main Crossing Under I-290 at Ridgeland Avenue.**
2. The plans for the proposed work are those prepared by the Baxter & Woodman Consulting Engineers.
3. The specifications referred to herein as the Project Manual are those prepared by Baxter & Woodman and also referenced are the Department of Transportation "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" there to, adopted and in effect on the date of invitation of bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
5. **The undersigned agrees to complete all work by July 2, 2011.**
6. Accompanying this proposal is either a bid bond on Village Bond form, or a proposal guaranty check, complying with the specifications, made payable to the Village of Oak Park. The amount of the check is 10% of Base Bid (\$ _____).
7. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the awarding authority.
8. Each pay item should have a unit price and a total price.
9. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

RETURN THIS PAGE WITH BID

13. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works". (see Special Provision for details).

Special Note: The Prevailing Wage Act requires maintaining and submitting Certified Payroll records monthly for all entities working on this project.

14. Proposal Guaranty Check:

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties that would be required for each individual proposal.

If the proposal guaranty check is placed in another proposal; state below where it can be found.

15. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

SCHEDULE OF PRICES (II)

VILLAGE OF OAK PARK, ILLINOIS
2010 WATER SYSTEM IMPROVEMENTS:
REHABILITATION OF WATER MAIN CROSSING UNDER I-290 AT RIDGELAND AVNEUE

For complete information covering these items, see plans and specifications.

Fill in all unit prices and totals shown below.

- | | |
|--|---------------------------|
| 1. Cash Allowance (see section 01 21 13 of Project Manual) | \$ 30,000 |
| 2. Water Main and Appurtenances (Open Cut) | \$ 117,000. ⁰⁰ |
| 3. Water Main Rehabilitation (Lining under I-290) | \$ 94,000. ⁰⁰ |

BIDDER will complete the Work for the following total lump sum price:

Two Hundred Eleven Thousand Dollars and No Cents JB 3-11-11

(\$211,000)⁰⁰

Manufacturer: Sanexen Inc.

Lining Product: Aqua PIPE

Installer: SAK Construction LLC

- Qualifications of Manufacturer,
Product, and Installer are enclosed.

If Contractor wishes to submit a second proposal for another approved lining product, please use this alternate proposal form:

- | | |
|--|---------------------------|
| 1. Cash Allowance (see section 01 21 13 of Project Manual) | \$ 30,000 |
| 2. Water Main and Appurtenances (Open Cut) | \$ 117,000. ⁰⁰ |
| 3. Water Main Rehabilitation (Lining under I-290) - Alt | \$ 95,250. ⁰⁰ |

BIDDER will complete the Work for the following total lump sum price:

Two Hundred Twelve Thousand Two Hundred Fifty Dollars and No Cents JB 3-11-11

(\$212,250)⁰⁰

Manufacturer: Angus Flexible Pipelines

Alt Lining Product: Thermopipe

Installer: Insituform Technologies USA, Inc.

- Qualifications of Manufacturer,
Product, and Installer are enclosed.

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II

SCHEDULE OF PRICES PROPOSAL FORM

The undersigned proposes to furnish all materials, labor and equipment necessary to perform the work as specified on the plan sheets referenced herein:

Proposal Signature: Beth Healy

State of Illinois)

County of Cook)

Beth Healy
(Type Name of Signee)

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

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

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

RETURN THIS PAGE WITH BID

Organization Name

(Seal - If Corporation)

By: Beth Healy
Authorized Signature

100 Tower Drive, Burr Ridge, IL. 60527
Address

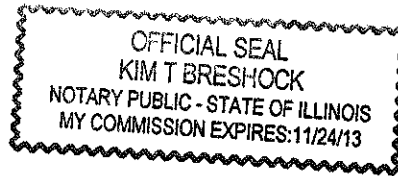
630-366-2480
Telephone

Subscribed and sworn to before me their 8th day of MARCH, 2010.

Kim T Breshock
Notary Public

In the State of Illinois.

My Commission Expires: 11-24-13.



(Complete Applicable Paragraph Below)

(a) Corporation

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

Shendun Plumbing & Sewer, Inc and is organized and existing under the laws of the State of Illinois.

The full names of its Officers are:

President Beth Healy

Secretary Beth Healy

Treasurer _____

The corporation does have a corporate seal. (In the event that their proposal 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.)

RETURN THIS PAGE WITH BID

(b) Partnership
Name, Signature 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 Vendor is a Sole Proprietor whose full name is

_____. If the Vendor 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

Owner and / or Company Officer Information:
Please provide the Name, Social Security Number, Drivers License Number and State of Issuance of Company Own and / and Officers.

RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION

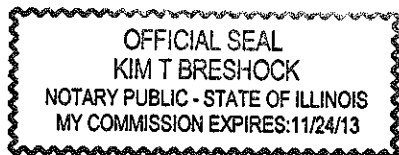
Sheridan Plumbing & Sewer, as part of its proposal on a contract for
(name of contractor)
Rehabilitation of Water Main to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is not barred from proposing on the aforementioned contract 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 Requirements".

By: Becky Kelly
(Authorized Agent of Contractor)

Subscribed and sworn to
before me their 8th day of
March, 2011.

Kim T. Breshock
Notary Public



RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION (cont.)

Sheridan Plumbing & Sewer, as part of its proposal on a contract for
(name of contractor)

Rehabilitation of Water Main to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

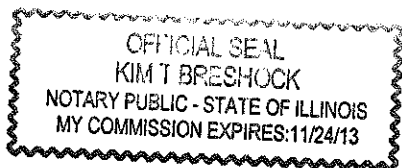
By: Becky Healy
(Authorized Agent of Contractor)

Subscribed and sworn to

before me their 8th day of

MARCH, 2011.

Kim T Breshock
Notary Public



RETURN THIS PAGE WITH BID

V

TAX COMPLIANCE AFFIDAVIT

Beth Healy, being first duly sworn, deposes and says: that he/she is Officer, President of (partner, officer, owner, etc.)

Sheridan Plumbing & Sewer (contractor)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from contracting 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 proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Beth Healy
(Name of Contractor if the Contractor is an Individual)
(Name of Partner if the Contractor is a Partnership)
(Name of Officer if the Contractor is a Corporation)

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

Subscribed and sworn to their 8th day of MARCH, 2011

Kim T Breshock
Notary Public



RETURN THIS PAGE WITH BID



Minority Business and Women Business Enterprises Requirements:

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing 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.

Reporting Requirements:

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

- VI. Fair Employment Practices Affidavit of Compliance
- VII. Village of Oak Park E.E.O. Report (2 Pages)

Disadvantaged Business Participation Reporting

In an effort to reaffirm its commitment to DBE participation the Village of Oak Park asks each general contractor bidding on Public Works Projects to report on their utilization of Minority and Women Business Enterprises. Please list the MBE/WBE companies working as sub-contractors and/or suppliers on the DBE participation statement included herewith. Feel free to make additional copies of this form if necessary and include with your bid.

VII

VILLAGE OF OAK PARK
E.E.O. REPORT

Please fill out the form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal. For assistance in completing their form, contact Jim Budrick (708) 358-5722.

1. Vendor Name: Sheridan Plumbing & Sewer

2. Check here if your firm is:

- MBE
- WBE
- DBE
- Non-MBE/WBE

**Note if your firm is an M/WBE please fill out the attached affidavit (copies of all certification letters must be included)*

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

- 38 Number of full-time employees
- 0 Number of part-time employees

4. Similar information will be requested of all subcontractors working on their contract. Forms will be furnished to the low responsible bidder or contractor with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

RETURN THIS PAGE WITH BID

VII (Continued)
VILLAGE OF OAK PARK
EEO REPORT

Vendor Name Sheridan Plumbing & Sewer
Total Employees

Job Categories	Total Employees	Males			Females			Total Minorities
		Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	
Officials & Managers	5							
Professionals								
Technicians	1							
Sales Workers	1							
Office & Clerical	1							
Semi-Skilled operators	2							
Laborers	20	14						14
Service Workers	2							
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.

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

Beth Healy, being first duly sworn, deposes and says that he/she is the President (Title or Officer) of Sheridan Plumbing & Sewer 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 8th day of MARCH, 2011.
Beth Healy (Signature) Kim T Breshock (Date) 3-8-11

OFFICIAL SEAL
KIM T BRESHOCK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/24/13

RETURN THIS PAGE WITH BID

Participation Statement

(1) Instructions

Refer to: Minority and Women Business Enterprise Participation Program Vendor Handbook.

Submit: Schedule C and Schedule D with Bid Documents, see pages 23-26 of the Vendor Handbook).

SCHEDULE C:

VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

M/WBE Firm: Sheridan Plumbing & Sewer Contract #: 11-9

Address: 100 Tower Dr. Unit 115 City/State/Zip: Burr Ridge, IL 60527

Contact Person: Beth Healy Phone: (630) 346-2480 Fax: (630) 346-2488

Certification Expiration Date: _____ Race/Gender: Female

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[] No [X] Yes - Please attach explanation.

Proposed Subcontractor:

Institutum Technologies, Inc

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/Contract:

Excavation, Pipe Installation

Indicate the Total Dollar Amount, the Percentage, and the Terms of Payment for the above-described Commodities/Services:

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE) _____ Signature (Prime Bidder/Proposer) Beth Healy

Print Name _____ Print Name Beth Healy

Firm Name _____ Firm Name Sheridan Plumbing & Sewer

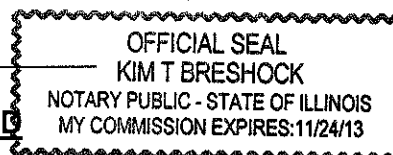
Date _____ Date 3/8/11

Subscribed and sworn before me this 8th day of MARCH, 2011

Kim T Breshock (SEAL)
Signature of Notary Public

My Commission expires on 11-24-13

RETURN THIS PAGE WITH BID



**SCHEDULE D:
VILLAGE OF OAK PARK
M/WBE PARTICIPATION AFFIDAVIT**

Contract #: 11-9 Contract Value: \$ _____

Contact Person: Beth Healy Phone: (630) 366-2480 Fax: (630) 366-2488

Description of Commodities/Services to be provided by the Bidder/Proposer on this Contract:
Excavation, Pipe Installation,

Any questions regarding compliance with these requirements should be directed to:

Purchasing Department
The Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302
PHONE: 708.358.5471, FAX: 708.358.5470.

I, Beth Healy (print name)
hereby agree to comply with and be bound by the provisions to submit, as part of this bid/proposal, a detailed M/WBE Participation Plan with and at the time and place of the submissions of this bid/proposal; that the M/WBE Participation Plan is an element of bidder/proposer responsiveness and responsibility; and are incorporated as part of the contract; that heirs, executors, and administrators or assigns and any other persons or entities claiming by or through the bidder/proposer including but not limited to insurance companies, bonding companies, or sureties are bound by this agreement; and do declare and affirm that, to the best of my knowledge, information and belief, the facts and representations set forth in this M/WBE Participation Affidavit are true and correct, and that no material facts have been omitted.

<u>Beth Healy</u> Signed	<u>Beth Healy, President</u> Name and Title (Print)
<u>Sheridan Plumbing & Sewer</u> Firm Name (Print)	<u>100 Tower Dr. - Unit 115</u> Firm Address (Print)
<u>(630) 366-2480</u> Phone	<u>Burr Ridge, IL 60527</u> City/State/Zip
<u>(630) 366-2488</u> Fax	

SUBSCRIBED AND SWORN before me this 8th day of MARCH, 2011

Kim T Breshock
Signature of Notary Public



RETURN THIS PAGE WITH BID

CONTRACT NO: 11-9
 SCHEDULE D:
M/WBE PARTICIPATION AFFIDAVIT

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:
 Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.

Name of M/WBE Firm: <u>Sheridan Plumbing & Sewer</u>		Race / Gender: <u>Female</u>
Address: <u>100 Tower Dr. Unit 115</u>		
City/State/Zip: <u>Burr Ridge, IL 60527</u>		
Telephone No.: <u>(630) 366-2480</u>		Fax: <u>(630) 366-2488</u>
Contact Person: <u>Beth Healy</u>		
Dollar Amount: \$	%	Schedule C attached? <input checked="" type="checkbox"/> Yes [] No
Description of Commodity/Service: <u>Excavation, Pipe Installation</u>		

Name of M/WBE Firm:		Race / Gender:
Address:		
City/State/Zip:		
Telephone No.:		Fax:
Contact Person:		
Dollar Amount: \$	%	Schedule C attached? [] Yes [] No
Description of Commodity/Service:		

Name of M/WBE Firm:		Race / Gender:
Address:		
City/State/Zip:		
Telephone No.:		Fax:
Contact Person:		
Dollar Amount: \$	%	Schedule C attached? [] Yes [] No
Description of Commodity/Service:		

RETURN THIS PAGE WITH BID

Total MBE \$ _____ %
 Total WBE \$ _____ %
 Grand Total MBE \$ _____ %
 Grand Total WBE \$ _____ %

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each partner relevant to the joint venture by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Note: If after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime contractor if the joint venture is a subcontractor.

<u>Sheridan Plumbing & Sewer</u> Name of MBE/WBE Partner Firm	_____ Name of non-MBE/WBE Partner Firm
<u>Beth Healy</u> Signature of Affiant	_____ Signature of Affiant
<u>Beth Healy President</u> Name and Title of Affiant	_____ Name and Title of Affiant
<u>3/8/11</u> Date	_____ Date

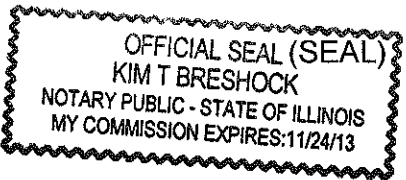
On this 8th day of MARCH, 20 11, the above signed officers Beth Healy,
 (names of affiants)

personally appeared and, known to me are the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Kim T. Breshock
Signature of Notary Public

Commission Expires: 11-24-13



RETURN THIS PAGE WITH BID

NO PROPOSAL EXPLANATION

Project _____

If your firm does not wish to submit a proposal on the attached specifications, please return the *Request For Proposal* along with any comments you may have concerning the proposal or any related factors you feel were areas that prevented your firm from submitting the proposal.

Thank you.



Contract Bond

We **FILL IN CONTRACTOR'S NAME & ADDRESS HERE**
_____, as PRINCIPAL, and _____
_____ as SURETY,

are held and firmly bound unto the Village of Oak Park (hereafter referred to as "VOP") in the penal sum of _____
FILL IN DOLLAR AMOUNT (SPELLED OUT) OF CONTRACT HERE

_____ Dollars (**\$0,000,000.00**) lawful money of the United States, well and truly to be paid unto said VOP, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, 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 has entered into a written contract with the VOP acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said 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 and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond will insure 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 said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said 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 said work shall have been accepted, and shall hold the VOP and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect. 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. 20_____

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, seals and authorized signatures of each contractor must be affixed.)

SURETY

_____ By: _____

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A. D. 20____.

My commission expires _____
Notary Public

Approved this Fill in day Board will Award day of Fill in Month Board will Award A. D. 20 _____

Attest:

(Village of Oak Park)

Teresa Powell Clerk

(Chairman/Mayor/President)

Tom Barwiin, Village Manager

(Seal)



Contract

1. THIS AGREEMENT, made and concluded the fill in awarded day of fill in awarded month between the Village Of Oak Park acting by and through its President & Board of Trustees known as the party of the first part, **and FILL IN AWARDED CONTRACTOR'S NAME** and his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans **for FILL IN PROJECT NO. AND NAME** throughout the Village Of Oak Park, approved by the Village of Oak Park, Illinois on **FILL IN DATE AWARDED** all essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The Village Of Oak Park

 Clerk
Teresa Powell

By _____
 Party of the First Part
Tom Barwin, Village Manager

(Seal)

(If a Corporation)

Corporate Name _____

By _____

President, Party of the Second Part

Attest:

(If a Co-Partnership)

 Secretary

Partners doing Business under the firm name of

 Party of the Second Part
 (If an individual)

 Party of the Second Part



III

Oak Park -Rehab of Water Main Under I-290

Proposal Bid Bond

WE Sheridan Plumbing & Sewer, Inc. as PRINCIPAL, and

United Fire & Casualty Company as

SURETY,

are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 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 proposal to the VOP acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract 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 contract, 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 contract 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

10th day of March A.D. 2011

PRINCIPAL

Sheridan Plumbing & Sewer, Inc. (Company Name)

(Company Name)

By: Bob Deely, President (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.

SURETY

United Fire & Casualty Company (Name of Surety)

(Signature of Attorney-in-Fact) Robert H. Walker

STATE OF ILLINOIS, COUNTY OF Will

I, Sherry Bacskai, a Notary Public in and for said county, do hereby certify that & Robert H. Walker

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY.)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

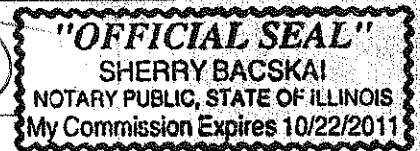
Given under my hand and notary seal this 10th day of March A.D. 2011

NOTICE

- 1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires 10/22/2011

Sherry Bacskai Notary Public



RETURN THIS PAGE WITH BID

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint ROBERT H. WALKER, OR SUELLEN BOTTOMLEY, OR KEVIN J. SCANLON, OR BRANDIE CATLIN, OR GARY A. EATON, OR ROB W. KEGLEY, JR., OR SHERRY BACSKAI, ALL INDIVIDUALLY of NEW LENOX IL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$10,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 14th day of January, 2012 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact: "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 14th day of January, 2010



UNITED FIRE & CASUALTY COMPANY

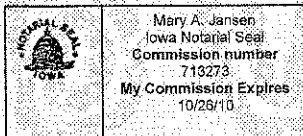
By *Dennis J. Richmann*

Vice President

State of Iowa, County of Linn, ss:

On 14th day of January, 2010, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

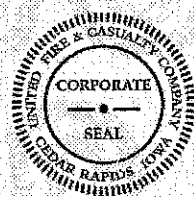


Mary A. Jansen

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals; and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 10th day of March 20 11.



David A. George

Secretary

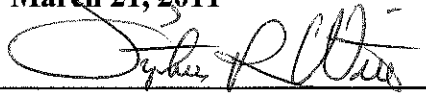
M

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Waiving the Assessment and Collection of Plan Review Costs in the amount of \$300.00 for the Installation of an Educational Solar Photovoltaic system at St. Edmunds School.

Resolution or Ordinance No. _____

Date of Board Action: March 21, 2011

Staff Review: 

Village Manager's Office: 

Item History (Previous Board Review, Related Action, History):

St. Edmunds School is seeking to install a small 1kW photovoltaic system for educational purposes on the rear portion of its building. The system will not be visible from Oak Park Ave, Pleasant Street, or from the alley. The students will be able to view it only from their stairway landing.

Section 7-8-10 of the Village Code waives building permit fees for construction on all property entitled to a real estate tax exemption. St. Edmunds School, which is owned and operated by the Catholic Schools Archdiocese of Chicago, is tax exempt. Therefore, the permit fees have been waived.

Section 7-8-10 does not automatically waive the costs associated with plan review. The School is seeking a waiver of the plan review fee in the amount of \$300.00.

Staff Commentary:

Based on the established Building Permit Fee Schedule, the costs for plan review for this project would be \$300.00. Staff supports St. Edmunds' request to waive the plan review cost as the cost is minimal, and the project is both energy and education related.

Item Budget Commentary:

Not applicable.

Proposed Action: Approve the Resolution.

R E S O L U T I O N

WAIVING THE ASSESSMENT AND COLLECTION OF PLAN REVIEW COSTS IN THE AMOUNT OF \$300 FOR THE INSTALLATION OF AN EDUCATIONAL SOLAR PHOTOVOLTAIC SYSTEM AT ST. EDMUNDS SCHOOL

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized to waive the assessment and collection of plan review costs in the amount of \$300 for the installation of an educational solar photovoltaic system at St. Edmunds School, 200 S. Oak Park Ave, Oak Park, IL for the reason that St Edmunds School is owned and operated by the Catholic Schools Archdiocese of Chicago, a tax exempt organization, and for the reason that the Board specifically desires to support the installation of this educational solar photovoltaic system.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of March, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 21st day of March, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

7-8-10: WAIVER OF FEES:

Fees required pursuant to subsections 7-8-2A through D and subsections 7-8-3A through D of this article (except cost for plan review, bonds, licenses and construction water) are waived for construction on all property entitled to a real estate tax exemption pursuant to 35 Illinois Compiled Statutes 205/19. When property is entitled to a partial exemption, then said fees shall be reduced in the same ratio as the estimated value of the exempt portion bears to the estimated value of the taxable portion of the property. Said fees shall also be waived insofar as they are applicable to that portion of any work undertaken to make building accessible to the handicapped.

The Board may also waive permit fees for any governmental or quasi-governmental agency, charitable organization, or for construction where grant loan funds of the Village of Oak Park are to be used. (Ord. 2009-0-045, 7-6-09)

**EARTH WIND AND SOLAR
ENERGY LLC**

5304 W. Grand Ave, Chicago, IL. 60612

Phone 312-243-9933 Fax 312-277-6465
riana@earthwindandsolarenergy.com

16 The Village of Oak Park *ATTN: Village Board*
Building & Property Standards
123 Madison Street
Oak Park, IL 60302-4272

RE: Plan Review Fee – St. Edmund School

To Whom It May Concern: */ Village Board*

Please be informed that St. Edmunds School located at 200 S. Oak Park Ave, IL 60302 is a Non-Profit Organization and exempt from taxes. Attached herewith please find a letter from the **Illinois Department of Revenue** in this respect.

We hereby are requesting for a waiver of the \$300 Plan Review fee associated with the application of this permit for the abovementioned school.

The project that the school is installing is an educational solar PV system that is aimed at educating the students & Oak Park community about renewable energy and the environment. We are very excited at the opportunity to be a part of St Edmund School's green initiatives.

Please give favorable consideration with respect to the waiver of the Plan Review fee.

Thank you in advance.

Sincerely,

Riana Caravette

Riana Caravette
President

OK



Illinois Department of Revenue
Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, Illinois 62702
217 782-8881

RECEIVED OCT 21 2009

August 7, 2009

CATHOLIC SCHOOLS ARCHDIOCESE OF CHICAGO
OFFICE OF LEGAL SERVICES
PO BOX 1979
CHICAGO IL 60690-1979

We have received your recent letter, and based on the information you furnished, we believe

CATHOLIC SCHOOLS ARCHDIOCESE OF CHICAGO
of
CHICAGO, IL

is organized and operated exclusively for educational purposes.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Service Use Tax in Illinois.

We have issued your organization the following tax exemption identification number: E8991-5154-07. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on September 1, 2014, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Office of Local Government Services
Illinois Department of Revenue

STS-49 (R-2/98)
L-492-3456
11-0000108



Cook County Assessor's Office
Joseph Berrios

200 S Oak Park Ave

PIN **16-07-406-001-0000**

Property Appeals Exemptions Certificate Of Error

Property Details



City
Oak Park

Township
Oak Park

NBHD.
41

Taxcode
27001

Class
0-00

 [VIEW LARGER IMAGE](#)

Assessed Valuation

	2010 Assessor Certified Assessment	2009 Board of Review Certified
Land Assessed Value	0	0
Building Assessed Value	0	0
Total Assessed Value	0	0

Property Characteristics

Description	Exempt
	<input checked="" type="checkbox"/>

VILLAGE OF OAK PARK AGENDA ITEM COMMENTARY

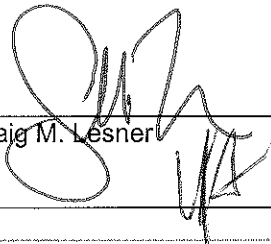
Item Title: Resolution Declaring a Distribution of \$2,576,801 in Tax Increment Revenues from the Downtown Oak Park TIF District to Taxing Districts Based upon 2009 Tax Rates

Resolution or Ordinance No. _____

Date of Board Action March 21, 2011

Staff Review:

Chief Financial Officer



Craig M. Lesner

Village Manager's Office

Item History (Previous Board Review, Related Action, History): Pursuant to the 2003 Intergovernmental Agreement (IGA), carve-outs of property within the TIF district or declarations of surplus are required in order to achieve the stated objective of distributing funds to taxing bodies normally captured by the district.

Item Policy Commentary (Key Points, Recommendation, Background): Given that the IGA is a very complex arrangement, the Village has been meeting with the parties to determine what amounts are due since the inception of the IGA. Based on these discussions, staff has determined that \$774,435 is due to D.97. In order for them to receive this amount, the TIF must actually declare as surplus \$2,576,801.28 and distribute this to Cook County. This process is identical to the one used to determine the 1985 settlement agreement amount.

Item Budget Commentary: Payment will be made to Cook County for distribution once funds are available in the DTOP TIF fund for this expenditure. The DTOP TIF expense will be charged to account 2098-46204-101-58168.

Proposed Action: Approve the resolution.

**RESOLUTION DECLARING A DISTRIBUTION OF \$2,576,801.28 IN
TAX INCREMENT REVENUES FROM THE DOWNTOWN OAK
PARK TAX INCREMENT FINANCE DISTRICT TO TAXING
DISTRICTS BASED UPON 2009 TAX RATES**

WHEREAS: The President and Board of Trustees approved an intergovernmental agreement between the Village of Oak Park, Oak Park Elementary School District #97, and Oak Park High School District #200; and,

WHEREAS: The agreement provides for payments pursuant to a number of calculations subject to annual review by the parties to the agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Illinois:

The Village declares that \$2,576,801.28 of tax increment revenues are surplus funds within the meaning of the Act and that these funds are real property tax revenues and shall be returned to the Cook County Collector to be distributed to all taxing districts on a pro-rata basis determined by the extended 2009 tax levies.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this _____ day of **March 2011** pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this _____ day of **March 2011**.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk